

Work Session & Regular Session (40th Voting Session)
Mayor and City Council
June 23, 2026
Agenda

6:30 p.m. WORK SESSION – Council Chamber, 2nd floor, City Hall

7:00 PM - June 23, 2026 - REGULAR SESSION -Council Chambers, 2nd floor, City Hall

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure – *Effective November 18, 2025*
- 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, July 7, 2026 – No Meeting Scheduled
 - 2. Tuesday, July 14, 2026 – Work Session at 2:00 p.m.
 - 3. Tuesday, July 21, 2026 – Work Session at 2:00 p.m.
 - 4. Tuesday, July 28, 2026 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

- A. Oath of Office – Amanda L. Gregg, Director of Housing & Community Development
Oath of Office – Oren B. Reed, Director of Information Technology
- B. Board of Code Appeals: Gregory Hannigan – Term Expires June 30, 2030
Aaron House – Term Expires June 30, 2030
Historic District Commission: Doug Carroll – Term Expires June 30, 2029

VI. GUESTS

Annual Historic Preservation Awards
Caribbean Heritage Month Proclamation

VII. AGENDA ITEM CITIZEN COMMENTS

**AGENDA ITEM CITIZEN COMMENTS HAS BEEN REVISED TO
CITIZEN COMMENTS**

Thirty minutes (30) are allotted for Citizen Comments for items germane to City of Hagerstown business.

Anyone wishing to speak during a Regular Session must pre-register using the form found on the City’s website: www.hagerstownmd.org no later than twenty-four (24) hours prior to the scheduled start of the meeting. Failing to pre-register accurately may result in a speaker not being permitted to speak. Speakers will be called in the order they pre-registered. Each speaker will be permitted to speak for three (3) minutes.

VIII. PUBLIC HEARINGS

Amendments to the Forest Conservation Ordinance - ZT-2026-01

Testimony for Public Hearings will be accepted in person at the scheduled meeting.

Anyone wishing to speak during the public hearing must sign in at City Hall prior to the hearing. Each speaker will be permitted to speak for three (3) minutes.

IX. MINUTES

May 2026 Minutes Will Be Scheduled for approval on July 14, 2026

X. CONSENT

A. City Clerk

1. CivicPlus Social Media Archiving Premium Service Annual Subscription Renewal – CivicPlus LLC (Dallas, TX) \$ 11,099.31

B. Fire

1. Pierce Enforcer Pumper – Atlantic Emergency Solutions (Manassas, VA) \$ 1,500,000.00
2. FireBlast Smoke Maze – FireBlast (Murrieta, CA) \$ 50,940.00
3. Hurst eDraulic Rescue Tools (Training Center) – MES (Sandy Hook, CT) \$ 65,359.17
4. Paratech Equipment (Training Center) – Fire & Rescue Products of Harrisburg (Harrisburg, PA) \$ 40,072.76
5. 2026 Polaris Ranger XP Utility Terrain Vehicle (Training Center) – Twigg Cycles (Hagerstown, MD) \$ 34,848.00
6. Insulated 40x52x14 Storage Building (Training Center) – Newmart Builders, Inc. (South Hill, VA) \$ 21,562.00

A. Human Resources

1. Specific Stop Loss Insurance Annual Premium – United Healthcare (Chicago, IL) \$ 814,041.00
2. Workers' Compensation Self-Insurance TPA Services – PMA Management Corporation (Blue Bell, PA) \$ 27,200.00
3. Workers' Compensation Excess Liability Insurance – Midwest Employers Casualty Company (Chesterfield, MO) \$ 179,383.00
4. Workers' Compensation Surety Bond – Midwest Employers Casualty Company (Chesterfield, MO) \$ 38,250.00

B. Planning and Code Administration

1. Weeds, Trash and Debris Abatement Contract -- LawnTopia Group LLC (Thurmont, MD) \$ 50,000.00

C. Engineering

1. Storm Drain System Upgrades Minor Bridge Structure HAG-12 – Carl Belt Construction (Cumberland, MD) \$ 326,272.00
2. Renewal of Service Contract – Urban SDK (Jacksonville, FL) \$ 14,605.00
3. AutoCAD Subscription Renewal for FY27 – DLT Solution LLC (Herndon, VA) \$ 11,011.59

D. Police

1. Cameras and Licenses for Hagerstown Police Department Property – Spichers Security (Hagerstown, MD) \$ 20,508.47
2. Rent: 324 E. Antietam Street, Hagerstown for the period July 2025 through June 2026 – PCMS Real Estate, LLC (Hagerstown, MD) \$ 12,000.00
3. City Camera System Expansion – Spichers Security Services (Hagerstown, MD) \$ 29,980.50

E. Utilities

1. Light - FY27 Blanket Contract – Traffic Control Services -- WD Wright Contracting LLC (Beaver, PA) \$50,000.00
2. Light - Wood Utility Pole Inspection and Treatment -- Resource Asset Management Solutions (Independence, KS) \$125,711.80
3. Light - Substation Control Batteries and Charger -- Action Battery Wholesalers, Inc. (Sommerset, WI) \$15,293.00
4. Wastewater: Atlas Copco Five-Year Service Plan – Atlas Copco Compressors, LLC (Rock Hill, SC) \$693,468.56 (5-yr contract)

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

- A. Introduction of an Ordinance: Amendments to the Forest Conservation Ordinance - ZT-2026-01
- B. Approval of a Resolution: Guaranty of a Lease Between the Maryland Theatre Association and the Carroll County Foundation, Inc. for the Miss Maryland Contract Renewal
- C. Approval of Invest Hagerstown Program Funding Levels for FY2027
- D. Approval of Non-Union Pay Scale
- E. Approval of HVAC Service and Maintenance
- F. Approval of Elevator Maintenance Services
- G. Approval of On-Call Electrical Services
- H. Approval of Janitorial Services
- I. Action on Targeted Abatement Plan – Opioid Restitution Funds

XIII. GENERAL CITIZEN COMMENTS

XIV. CITY ADMINISTRATOR'S COMMENTS

XV. MAYOR AND COUNCIL COMMENTS

XVI. ADJOURN

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

Topic:

6:30 p.m. WORK SESSION – Council Chamber, 2nd floor, City Hall

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

June_23__2026_Work_Session.pdf

Description

Work Session Agenda



**MAYOR AND CITY COUNCIL
WORK SESSION
JUNE 23, 2026
AGENDA**

Vision Statement:

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

Mission Statement:

“We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.”

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

“The only person you are destined to become is the person you decide to be” – Ralph Waldo Emerson

6:30 p.m. WORK SESSION – Council Chamber, 2nd floor, City Hall

6:30 p.m. 1. Opioid Restitution Funds – *Michelle Hepburn, Chief Financial Officer, Brooke Garver, Accounting & Budget Manager, and Karen Reese, Grant Coordinator*

7:00 p.m. ADJOURN

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

Topic:

- A. Rules of Procedure – *Effective November 18, 2025*
- 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, July 7, 2026 – No Meeting Scheduled
 - 2. Tuesday, July 14, 2026 – Work Session at 2:00 p.m.
 - 3. Tuesday, July 21, 2026 – Work Session at 2:00 p.m.
 - 4. Tuesday, July 28, 2026 – Regular Session at 7:00 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Oath of Office – Amanda L. Gregg, Director of Housing & Community Development Oath of
Office – Oren B. Reed, Director of Information Technology

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Board of Code Appeals: Gregory Hannigan – Term Expires June 30, 2030
Aaron House – Term Expires June 30, 2030
Historic District Commission: Doug Carroll – Term Expires June 30, 2029

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Appointment_Board_of_Code_Appeals_6.23.26.pdf

Motion_-_Appointment_HDC_6.23.26.pdf

Description

Motion: Board of Code Appeals Hannigan/House
Motion: HDC Appointment D. Carroll

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: June 23, 2026

TOPIC: **Appointment to the Board of Code Appeals**

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

MOTION:

I hereby move to appoint Gregory Hannigan and Aaron House to the Board of Code Appeals with terms to expire on June 30, 2030.

DATE OF PASSAGE: 06/23/2026

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: June 23, 2026

TOPIC: **Appointment to the Historic District Commission**

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

MOTION:

I hereby move to appoint Doug Carroll to the Historic District Commission with the term to expire on June 30, 2029.

DATE OF PASSAGE: 06/23/2026

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

Topic:

Annual Historic Preservation Awards

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Caribbean Heritage Month Proclamation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

AGENDA ITEM CITIZEN COMMENTS HAS BEEN REVISED TO CITIZEN COMMENTS

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Thirty minutes (30) are allotted for Citizen Comments for items germane to City of Hagerstown business.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Anyone wishing to speak during a Regular Session must pre-register using the form found on the City's website: www.hagerstownmd.org no later than twenty-four (24) hours prior to the scheduled start of the meeting. Failing to pre-register accurately may result in a speaker not being permitted to speak. Speakers will be called in the order they pre-registered. Each speaker will be permitted to speak for three (3) minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Amendments to the Forest Conservation Ordinance - ZT-2026-01

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2026_0623_RS_ZT-2026-01_Forest_Conservation_Amendment_Public_Hearing_and_Introduction_of_an_Ordinance-Revised.pdf

Public_Notice_for_Forest_Conservation_Ordinance_Public_Hearing_6.23.26.pdf

Description

Forest
Conservation
Public
Hearing

Public
Notice



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Valerie Feinberg, AICP, Senior Planner

DATE: June 4, 2026

SUBJECT: Public Hearing – ZT-2026-01:
Amendment to Land Management Code
Article 3 and 7, Forest Conservation Ordinance

A public hearing is scheduled for June 23, 2026 regarding proposed text amendments that update the Forest Conservation Ordinance to comply with the State of Maryland amended Forest Conservation Act (FCA), particularly following the adoption of the 2023 “Forest Preservation and Retention” legislation (SB 526 / HB 723) and the follow-up 2024 legislation (HB 1511).

The Planning Commission held a public review meeting regarding this proposal on May 27, 2026 and forwards this proposal with a recommendation to approve. No one appeared in opposition to the proposal. The Commission recommends approval of these proposals. The Mayor and City Council were briefed in a workshop on June 2, 2026.

After the conclusion of the public hearing, the Mayor and City Council is scheduled to introduce the ordinance that evening. The proposed ordinance is scheduled to be adopted by the Mayor and City Council on July, 14, 2026 during a special session.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 23, 2026

TOPIC: Introduction of an Ordinance: Amend the Land Management Code, Article 3 and 7, Forest Conservation Ordinance

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend the Land Management Code, Articles 3 and 7, Forest Conservation Ordinance to comply with the State of Maryland amended Forest Conservation Act (FCA) which changed with the adoption of the 2023 Forest Preservation and Retention legislation (SB 526 / HB 723) and the follow-up 2024 legislation (HB 1511).

DATE OF INTRODUCTION: 06/23/2026

DATE OF PASSAGE: 07/14/2026

EFFECTIVE DATE: 08/11/2026

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND CHAPTER 140 OF THE CODE OF THE CITY OF HAGERSTOWN, FOR THE PURPOSE OF AMENDING THE FOREST CONSERVATION ORDINANCE TO COMPLY WITH MARYLAND LAW.

RECITALS

WHEREAS, by virtue of the Land Use Article of the Annotated Code of Maryland the City Charter, the City of Hagerstown regulates land use within the City; and

WHEREAS, the Mayor and Council have a responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the Mayor and Council have a responsibility to implement the policies of the Comprehensive Plan and provide a system of land use and development regulations that provides for harmonious use and development of land; and

WHEREAS, the Planning Commission have recommended amendments to the Land Management Code to update the Code to comply with recent changes to the Annotated Code of Maryland as it pertains to Forest Conservation; and

WHEREAS, upon discussion with City staff and review during a public hearing process, the Mayor and Council find it in the best interests of the citizens to revise Chapter 140 to incorporate the proposed amendments, as hereafter described;

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as it's duly constituted legislative body, as follows:

1. The Code of the City of Hagerstown be and is hereby amended to enact changes to Articles 3 and 7, Chapter 140, Land Management Code, Version 3.12, as revised, to read as follows:

(See Attached Amended Text of Chapter 140)

2. This ordinance shall become effective thirty (30) days from the date of its approval.

Effect on penalty, forfeiture, or liability

(a) Except as otherwise expressly provided, the repeal, repeal and reenactment, or amendment of this Ordinance does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under this Ordinance.

Purposes for which Ordinance shall remain in effect

(b) This repealed, repealed and reenacted, or amended Ordinance shall remain in effect for the purpose of sustaining any:

- (1) pending civil action, suit, proceeding, matter or prosecution for the enforcement of a penalty, forfeiture, or liability; and
- (2) judgment, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right, or liability.

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 Spickler, City Clerk

William McIntire, Mayor

Date of Introduction: June 23, 2026

Date of Passage: July 14, 2026

Effective Date: August 11, 2026

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-27	Is this a new issue or one previously discussed?	New
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
Released to Planning Commission Public Review Meeting	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Adjustments to forest conservation ordinance		
Justification: Codifying certain changes in the state code so that the city's ordinance matches state code.		

Existing text to be removed is in ~~strikeout~~. New text to be added is **red**. Staff directions are **blue**.

This packet includes Article 7, the Forest Conservation Ordinance in its entirety for context. However not all sections of the ordinance have changes. **The pagination and formatting may have inconsistencies.** Changes to Definitions found in Article 3 of the Land Management Code that pertain to Forest Conservation are included as an attachment to this packet.

The State of Maryland is requiring local governments to substantially strengthen and modernize their local Forest Conservation Ordinances under the Maryland Forest Conservation Act (FCA), particularly following the adoption of the 2023 “Forest Preservation and Retention” legislation (SB 526 / HB 723) and the follow-up 2024 legislation (HB 1511).

This means local codes must now be revised to align with updated State standards and Maryland DNR model ordinance requirements.

ARTICLE 7
Forest Conservation Ordinance
Table of Contents

Section	Page
A. General Provisions	7-3
B. General Requirements	7-9
C. Forest Stand Delineation	7-11
D. Forest Conservation Plan	7-13
E. Express Procedures	7-17
F. Afforestation and Retention	7-19
G. Reforestation	7-21
H. Sequence, Priorities and Time Requirements for Afforestation and Reforestation	7-23
I. Payment-in-Lieu of Afforestation and Reforestation	7-25
J. Recommended Tree Species	7-27
K. Financial Security for Afforestation and Reforestation	7-29
L. Standards for Protecting Trees from Construction Activities	7-31
M. Variance, Appeals, and Penalties	7-33
N. Annual Report, Biennial Review by the Maryland Department of Natural Resources Effective Date and Subsequent Amendments	7-35

A. General Provisions.

1. **Title.**

This Article shall be known as the Forest Conservation Ordinance of the City of Hagerstown.

2. **Definitions.**

Article 3 of the Land Management Code shall govern all definitions as they apply to this Article.
[Changes, additions and deletions to definitions are included as an attachment to this packet](#)

3. **Application, Exemption, Declaration of Intent and Consideration of Non-City Forest Conservation Plans Affecting Lands Within City Jurisdiction.**

Except as provided in Subsection A.3.b of this Article, this Article applies to:

a. **Application.** A regulated activity as defined in Article 3 of this Code.

b. **Exemptions.** This Article does not apply to:

(1) Highway construction activities under Natural Resources Article, Section 5-103, Annotated Code of Maryland.

(2) Commercial logging and timber harvesting operations, including harvesting conducted subject to the forest conservation and management program under Tax-Property Article, Subsections 8-211, Annotated Code of Maryland, that are completed:

a. before July 1, 1991; or

b. after July 1, 1991, on property ~~which~~ **that is not the subject of an application for a grading permit for development within five years after the logging or harvesting operation. However, after this 5-year period, the property shall be subject to this subtitle**

~~(i) has not been the subject of application for a grading permit for development within five (5) years after the logging or harvesting operation, and~~

~~(ii) is the subject of a declaration of intent as provided for in Subsection A.3.c of this Article, approved by the Planning and Code Administration Department.~~

(3) **Any a**gricultural activities ~~not resulting in~~ **activity that does not result in** a change in land use category, including agricultural support buildings and other related structures built using accepted best management practices, except that a person engaging in an agricultural activity clearing 40,000 square feet or greater of forest within a one- (1) year period, may not receive an agricultural exemption, unless the person files a declaration of intent as provided for in Subsection A.3.c of this Article which includes:

- a. a statement that the landowner or landowner's agent will practice agriculture on that portion of the property for five (5) years from the date of the declaration; and
 - b. a sketch map of the property which shows the area to be cleared.
- (4) The cutting or clearing of public utility rights-of-way **for electric generating stations** licensed under Sections **7-204, 7-205, 7-207 or 7-208 of the Public Utilities Article, provided that:** ~~licensed under Sections 1-101 and 2-101, et seq. Of the Public Utilities Companies Article of the Annotated Code of Maryland if:~~
- a. **Any** required certificates of public convenience and necessity have been issued in accordance with Natural Resources Article, §5-1603(f), Annotated Code of Maryland; and
 - b. **The** cutting or clearing of the forest is conducted to minimize the loss of forest.
- (5) **Any r** Routine maintenance or emergency repairs of public utility rights-of-way licensed under Sections 1-101 and 2-101, et seq. of the Public Utilities Companies Article of the Annotated Code of Maryland
- (6) Except for a public utility subject to Subsection A.3.b.6 of this Article, routine maintenance or emergency repairs of a public utility right-of-way if:
- a. the right-of-way existed before the effective date of this ordinance; or
 - b. the right-of-way's initial construction was approved under this ordinance.
- (7) **Any Residential** construction activity that is constructed on a single lot of any size or a linear project ~~if the activity~~ **provided that:**
- a. **The activity** does not result in the cumulative cutting, clearing, or grading of more than 20,000 square feet of forest;
 - b. **The activity on the lot or linear project will not result in the cutting, clearing or grading of any forest that is subject to the requirements of a previous forest conservation plan prepared under this subtitle. does not result in the cutting, clearing, or grading of a forest that is subject to the requirements of a previous forest conservation plan approved under this ordinance; and**
 - e. ~~is the subject of a declaration of intent filed with the Planning and Code Administration Department, as provided for in Subsection A.3.c of this Article, stating that the lot will not be the subject of a regulated activity within five (5) years of the cutting, clearing, or grading of forest.~~
- (8) **Any s**Strip or deep mining of coal regulated under **Title 15, Subtitle 5 or Subtitle 6 of the Environment Article and any** ~~Natural Resources Article, Title 7,~~

~~Subtitle 5 or 5A, Annotated Code of Maryland non-coal surface mining regulated under Title 15, Subtitle 8 of the Environment Article Natural Resources Article, Title 7, Subtitle 6A, Annotated Code of Maryland. Combined 8 and 9~~

- (9) Any activity required for the purpose of constructing a dwelling house intended for the use of the owner, or a child of the owner, if the activity does not result in the cutting, clearing, or grading of more than ~~40,000~~ 20,000 square feet of forest.
 - a. is the subject of a declaration of intent filed with the ~~Planning and Code Administration~~ Department, as provided for in Subsection A.3.c of this Article, which states that transfer of ownership may result in a loss of exemption.
- (10) A preliminary plan of subdivision or a grading or sediment control plan approved before July 1, 1991.
- (11) A planned unit development that, by December 31, 1991, has:
 - a. met all requirements for planned unit development approval; and
 - b. obtained initial development plan approval by the City of Hagerstown.
- (12) A real estate transfer to provide a security, leasehold, or other legal or equitable interest, including a transfer of title, of a portion of a lot or parcel, if:
 - a. the transfer does not involve a change in land use, or new development or redevelopment, with associated land disturbing activities; and
 - ~~b.~~ both the grantor and grantee file a declaration of intent, as provided for in Subsection A.3.c of this Article.
- (13) An activity on a previously developed area covered by impervious surface and located in the Priority Funding Area.
- (11) **Renumbered was 15** A stream restoration project, as described in Article 3 of this Land Management Code, for which the applicant for a grading or sediment control permit has executed a binding maintenance agreement of at least five (5) years with the affected property owner or owners, or
- (12) **Renumbered was 16** Maintenance or retrofitting of a storm water management structure that may include clearing of vegetation or removal and trimming of trees, so long as the maintenance or retrofitting is within the original limits of the disturbance for construction of the existing structure, or within any maintenance easement for access to the structure.
- (13) **Forest management.**
- (14) **Transit-oriented development, as defined under Subsection 7-101 of the**

Transportation Article, provided that the area of forest removed shall be:

- (a) Reforested at a ratio of at least 1/4 acre replanted for each acre removed; or
 - (b) Mitigated in a manner in which 1/2 acre of forest is permanently protected for each acre removed.
- (15) The construction of a new federal government facility projected to house the employment of at least 2,500 persons.
- (16) The construction of multifamily housing, consisting of a single structure containing at least 25 dwelling units, provided that the area of forest removed shall be:
- (a) Reforested at a ratio of at least 1/4 acre replanted for each acre removed; or
 - (b) Mitigated in a manner in which 1/2 acre of forest is permanently protected for each acre removed.

c. Declaration of Intent.

- (1) The purpose of the declaration of intent is to verify that the proposed activity is exempt under this Article.
- (2) A person seeking an exemption under Subsections 2, 3, 7, 10, or 13 of Subsection A.3.b above, shall file a declaration of intent with the Planning and Code Administration Department.
- (3) The existence of a declaration of intent does not preclude:
 - a. an exempted activity on the property subject to a declaration of intent, if the activity:
 - (i) does not conflict with the purpose of any existing declaration of intent, and
 - (ii) complies with the applicable requirements for an exempted activity;
 - b. a regulated activity on the area covered by the declaration of intent, if the activity occurs within five (5) years of the effective date of the declaration of intent, in which case:
 - (i) there shall be an immediate loss of exemption, or
 - (ii) there may be a noncompliance action taken by the ~~Planning and Code Administration Department~~ **the Department** as appropriate, under this Article; or
 - c. a regulated activity on that area of the property not covered under the declaration of intent if the requirements of this Article are satisfied.

- (4) The ~~Planning and Code Administration Department~~ **The Department** may require a person failing to file a declaration of intent or found in noncompliance with a declaration of intent to:
 - a. meet the retention, afforestation and reforestation requirements established in this Article;
 - b. pay a noncompliance fee of \$0.50 per square foot of forest cut or cleared under the declaration of intent;
 - c. be subject to other enforcement actions appropriate under this Article; or
 - d. file a declaration of intent with the Planning and Code Administration Department.
- (5) In its determination of appropriate enforcement action, the ~~Planning and Code Administration Department~~ **the Department** may consider whether failure to file a declaration of intent by a person required to file is a knowing violation of this Article.
- (6) The declaration of intent is effective for five (5) years from date of Planning Commission approval and shall be recorded immediately among the land records of Washington County.

d. **Consideration of Non-City Forest Conservation Plans Affecting Lands Within City Jurisdiction.**

- (1) When a development that is outside of the City is proposed to include dedication of lands within the corporate limits of the City of Hagerstown for forest conservation retention or reforestation, the plan shall be submitted to the Hagerstown Planning Commission for review and approval. The Planning Commission may reject the proposal if it finds that the proposal will interfere with the logical development of the balance of the property or surrounding lands, will not be the highest and best use of land, will be inconsistent with the policies and goals of the Hagerstown Comprehensive Plan, or it will remove from potential development lands the City views as valuable for economic development purposes. The Planning Commission may solicit the comments and opinions of adjacent property owners, the Department of Community and Economic Development and any other agency or organization the Commission identifies as having potential pertinent views on the proposal. Should the Commission approve such a plan, it may impose conditions necessary to protect the public interest from the City's perspective.
- (2) Should the County or State propose a public works project that will impact a property that is subject to a City-approved forest conservation plan, the new plan shall be submitted to the Hagerstown Planning Commission for review and approval. The plan shall contain proposals to offset any forest conservation measures lost by the proposal. Should the Planning Commission approve the

proposal, the forest conservation plan file for the subject property shall be updated to reflect the approved change.

B. General Requirements.

1. **General.** A person making application after the effective date of this Article, for a regulated activity shall:
 - a. Submit to the ~~Planning and Code Administration~~ Department a forest stand delineation and a forest conservation plan for the lot or parcel on which the development is located; and
 - b. Use methods approved by the City of Hagerstown, as provided in the ~~City of Hagerstown~~ **2024 State Forest Conservation Technical Manual (as amended)**, to protect retained forests and trees during construction.

2. **Government Agency or Funding.** If a local agency or person using state funds makes application to conduct a regulated activity, the provisions of COMAR 08.19.04.01D-G apply.
 - a. The plans for the regulated activity shall be submitted to the ~~Planning and Code Administration~~ Department; and
 - b. The ~~Planning and Code Administration~~ Department shall notify the Department of Natural Resources within 15 days of receipt of this plan or application.
 - c. Within 15 days of receipt of notice from the local authority, the Department of Natural Resources shall:
 - (1) determine whether the regulated activity has impact on significant forest resources; and
 - (2) notify the local authority whether the regulated activity is subject to the state program.
 - d. If the Department of Natural Resources determines that the regulated activity is subject to the state program, the:
 - (1) time limit for approval of the forest stand delineation and preliminary and final forest conservation plans shall begin when the Department of Natural Resources receives the necessary documents from the local authority; and
 - (2) local authority may not approve a regulated activity until the local authority receives notice from the Department of Natural Resources that the standards and requirements of the state program have been satisfied.
 - e. If the Department of Natural Resources determines the regulated activity need not be reviewed under the state program, the time limit from approval of the forest stand delineation and forest conservation plan under the local program begins when the local authority receives notice from the Department of Natural Resources.

C. Forest Stand Delineation.

1. Criteria.

- a. **When Submitted.** A forest stand delineation shall be submitted before subdivision development plan or site plan approval, and before the issuance of any grading permit, sediment control plan approval or any other permit is issued for a regulated activity.
- b. **Qualified Professional.** The delineation shall be prepared by a licensed forester, licensed landscape architect, or a qualified professional, as specified in COMAR 08.19.06.01A.
- c. **Components.** The delineation shall be used during the preliminary review process to determine the most suitable and practical areas for forest conservation and shall be considered complete if it includes the following components:
 - (1) a topographic map delineating intermittent and perennial streams, and steep slopes over 25%;
 - (2) a soils map delineating soils with structural limitations, hydric soils, or soils with a soil K value greater than 0.35 on slopes of 15% or more;
 - (3) forest stand maps indicating species, location, and size of trees and showing dominant and codominant forest types;
 - (4) location of 100-year floodplains;
 - (5) information required by the **2024 State Forest Conservation Technical Manual (as amended)**, ~~City of Hagerstown Forest Conservation Technical Manual~~; and
 - (6) other information the City of Hagerstown determines is necessary to implement this Article.
- d. **Simplified Delineation.** If approved by the ~~Planning and Code Administration~~ Department, a simplified forest stand delineation may be submitted for an area:
 - (1) when no forest cover is disturbed during a regulated activity; or
 - (2) all forest on the site is designated to be under a long-term protective agreement.
- e. **Components of Simplified Delineation.** A simplified forest stand delineation shall be considered complete if it includes:
 - (1) all requirements under Subsection C.1.c (1), (2), (4), (5) and (6) of this Article (above);
 - (2) a map showing existing forest cover as verified by field inspection by City of Hagerstown personnel; and

- (3) other information required by this Article.
- f. **Expiration of Plan.** An approved forest stand delineation may remain in effect for a period not longer than five (5) years from the date of approval by the ~~Planning and Code Administration~~ Department.
- g. **Time for Submittal.**
 - (1) Within 30 calendar days after receipt of the complete forest stand delineation, the ~~Planning and Code Administration~~ Department shall notify the applicant whether the forest stand delineation is complete and correct.
 - (2) If the ~~Planning and Code Administration~~ Department fails to notify the applicant within 30 days, the delineation shall be treated as complete and correct.
 - (3) The ~~Planning and Code Administration~~ Department may require further information or provide for an additional 15 calendar days under extenuating circumstances.
 - (4) The 30-day review period may be extended in 15-day increments by the ~~Planning and Code Administration~~ Department upon appropriate notification of the applicant.

D. Forest Conservation Plan.

1. General Provisions.

- a. **Priorities.** In developing a forest conservation plan, the applicant shall give priority to techniques for retaining existing forest on the site.
- b. **Plan Strategy.** Except when using the Express Procedures described in Section E if existing forest on the site subject to a forest conservation plan cannot be retained, the applicant shall demonstrate to the satisfaction of the Planning Commission:
 - (1) how techniques for forest retention have been exhausted;
 - (2) why the priority forests and priority areas specified in Subsection F.2 of this Article cannot be left in an undisturbed condition;
 - (a) if priority forests and priority areas cannot be left undisturbed, how the sequence for afforestation or reforestation will be followed in compliance with Section H of this Article; and
 - (b) where on the site in priority areas afforestation or reforestation will occur in compliance with Section H of this Article.
 - (3) How the disturbance to the priority forests and priority areas as specified in Subsection F.2 of this Article qualifies for a variance.
- c. **Fee Contribution.** Except when using the Express Procedures as described in Section E, the applicant shall demonstrate to the satisfaction of the Planning Commission that the requirements for afforestation or reforestation onsite or offsite cannot be reasonably accomplished if the applicant proposes to make a payment into the local forest conservation fund instead of afforestation or reforestation.
- d. **Discretion of the Planning Commission.** The Planning Commission shall have the authority to determine if a payment instead of afforestation or reforestation is permitted and appropriate.
- e. **Non-Tidal Wetlands.** A regulated activity under the local program is subject to the following requirements:
 - (1) For the purposes of delineation, permitting, and mitigation, areas determined to be non-tidal wetlands under Environmental Article, Title 9, Annotated Code of Maryland shall be regulated under Environmental Article, Title 9, Annotated Code of Maryland or this Article, whichever is more stringent.
 - (2) For the purpose of calculating reforestation mitigation under this Article, a forested non-tidal wetland permitted to be cut or cleared and required to be mitigated under COMAR 08.05.04 shall be shown on the forest conservation plan and subtracted on an acre-for-acre basis from the total amount of forest to be cut or cleared as part of a regulated activity.

- (3) Non-tidal wetlands shall be considered to be priority areas for retention and replacement.
 - (4) Forested non-tidal wetland identification and delineation should be included at the earliest stage of planning to assist the applicant in avoidance and reduction of impacts to the non-tidal wetlands and to avoid delay in the approval process.
- f. **On-site Compliance Spanning Residential Lots Discouraged.** This Article discourages compliance plans that reserve portions of residential building lots for easements for retention, afforestation or reforestation in order to meet the requirements of this Article. Such proposals result in long-term conflicts with homeowners desiring to make reasonable use of their yard areas for customary residential accessory uses. This provision shall not prevent the Planning Commission from considering such concepts on a case-by-case basis.

2. **Preliminary Forest Conservation Plan.**

- a. **Qualified Professional.** A preliminary forest conservation plan shall be prepared by a licensed forester, a licensed landscape architect, or a qualified professional who meets the requirements stated in COMAR 08.19.06.01B.
- b. **Components.** A preliminary forest conservation plan shall be submitted with the subdivision development plan or plan for a regulated activity and shall be considered complete if it includes the following components:
 - (1) The approved forest stand delineation for the site;
 - (2) Include a table that lists the proposed values of the following, in square feet:
 - (a) net tract area,
 - (b) area of forest conservation required, and
 - (c) area of forest conservation that the applicant proposes to provide, including both on-site and off-site areas;
 - (3) Include a clear graphic indication of the forest conservation provided on the site drawn to scale, showing areas where retention of existing forest or afforestation or reforestation is proposed;
 - (4) An explanation of how the provisions of Subsection D.1 of this Article have been met;
 - (5) In the case of afforestation or reforestation, a proposed afforestation or reforestation plan;
 - (6) A proposed construction timetable showing the sequence of forest conservation procedures;

- (7) The proposed limits of disturbance;
- (8) The proposed stockpile areas **delineated**;
- (9) **Moved from 3.b.(3)(a)** A **binding** ~~proposed two- (2-) year~~ **management maintenance** agreement that shows how areas designated for afforestation or reforestation will be maintained to ensure protection and satisfactory establishment;
 - (a) **Watering; and**
 - (b) **Reinforcement planting provisions if survival falls below required standards.**
- (10) Information required in the **2024 State Forest Conservation Technical Manual (as amended)**, ~~City of Hagerstown Forest Conservation Technical Manual~~; and
- (11) Other information the City of Hagerstown determines is necessary to implement this Article.

- c. **When Submitted.** The review of the preliminary forest conservation plan shall be concurrent with the review of the site plan or subdivision development plan.
- d. **Modification During Staff Review.** During the different stages of the review process, the preliminary forest conservation plan may be modified, as required by the Planning and Code Administration Department, prior to approval by the Planning Commission.

3. **The Final Forest Conservation Plan.**

- a. **Qualified Professional.** A final forest conservation plan shall be prepared by a licensed forester, a licensed landscape architect, or a qualified professional who meets the requirements stated in COMAR 08.19.06.01B.
- b. **Components.** A final forest conservation plan shall be submitted with a final plan of subdivision, or plan for a regulated activity, and shall be considered complete if it includes the following components:
 - (1) Proposed locations and types of protective devices to be used during construction activities to protect trees and forests designated for conservation;
 - (2) In the case of afforestation or reforestation, an afforestation or reforestation plan, with a timetable and description of needed site and soil preparation, species, size, and spacing to be used;
 - (3) **Moved to 2.9** ~~A binding two- (2-) year maintenance agreement specified in Section K of this Article and COMAR 08.19.05.01 that details how the areas designated for afforestation or reforestation will be maintained to ensure protection and satisfactory establishment, including:~~
 - (a) ~~Watering, and~~

- ~~(b)~~ A reinforcement planting provision if survival rates fall below required standards, as provided in the City of Hagerstown Forest Conservation Technical Manual;
 - (4) (3). A long-term binding protective agreement as specified in COMAR 08.19.05.02 that:
 - (a) Provides protection for areas of forest conservation, including areas of afforestation, reforestation, and retention, and
 - (b) Limits uses in areas of forest conservation to those uses that are designated and consistent with forest conservation, including recreational activities and forest management practices that are used to preserve forest;
 - ~~(5)~~ (4). The substantive elements required under Subsection D.2.b (1) through (4), (6) through (8), and (10) of this Article, as finalized elements of the forest conservation plan; and
 - ~~(6)~~ (5). Other information the ~~Planning and Code Administration~~ Department determines is necessary to implement this Article.
- c. **Final Submittal.** The applicant submits once the Planning Commission approves concurrent with the site plan or subdivision development plan.
- d. **Notifications.** At least 20 days before approval of the forest conservation plan, the department shall:
- (1) Provide notice that is consistent with notice requirements to all property owners abutting and adjacent to the boundary of the subject property of any proposed clearing of a priority retention area as described in Subsection 5-1607(c) of Maryland Code; and
 - (a) On a net tract area of at least 5 acres and if at least 75% of the priority retention area is proposed to be cleared, provide an opportunity for written and verbal comment before plan approval; or
 - (b) For any other project where priority retention area is proposed for clearing, provide an opportunity for public written comment before plan approval.
 - (c) Property separated from the subject property by a public right-of-way shall be considered abutting and adjacent.
 - (2) Within 45 days from receipt of the forest conservation plan, the department shall notify the applicant whether the forest conservation plan is complete.
 - (a) If the department fails to notify the applicant about the forest conservation plan within 45 days, the plan shall be treated as complete and approved.

- (b) The department may require further information or provide for an extension of this deadline for an additional 15 days for extenuating circumstances.
 - (c) In addition, at the request of the applicant, the State or the department may extend this deadline for extenuating circumstances.
- (3) A person petitioning for judicial review of an approved forest conservation plan shall file the petition in accordance with the Maryland Rules not later than 30 days after approval of the forest conservation plan.
- (a) Any judicial review of a forest conservation plan shall be:
 - i. Conducted in accordance with the Maryland Rules; and
 - ii. Limited to the record compiled by the department.
- e. **Time for Submittal.** (Renamed as “Notifications” see above)
- ~~(1) Within 45 calendar days after receipt of a complete final forest conservation plan, the Planning Commission shall notify the applicant whether the forest conservation plan is approved.~~
 - ~~(2) If the Planning Commission fails to notify the applicant within 45 calendar days, the plan shall be treated as complete and approved.~~
 - ~~(3) The Planning Commission may require further information or extend the deadline for an additional 15 calendar days under extenuating circumstances.~~
 - ~~(4) At the request of the applicant, the Planning Commission may extend the deadline under extenuating circumstances.~~
- f. **e. Concurrent with Final Plat.** The Planning Commission's review and approval of a final forest conservation plan shall be concurrent with the review of the final subdivision or project plan, grading permit application, or sediment control plan approval associated with the project. The final forest conservation plan shall be approved prior to the issuance of any permits.
- ~~g.~~ **f. Revocation of Plan.** The City of Hagerstown may revoke an approved forest conservation plan if it finds that:
- (1) a provision of the plan has been violated;
 - (2) approval of the plan was obtained through fraud, misrepresentation, a false or misleading statement, or omission of a relevant or material fact; or
 - (3) changes in the development or in the condition of the site necessitate preparation of a new or amended plan.
- h. **g. Stop Work Order.** The City of Hagerstown may issue a stop work order against a person who violates a provision of this Article or a regulation, order, approved forest

conservation plan, or maintenance agreement.

- † **h. Revocation. Notification.** Before revoking approval of a forest conservation plan, the City of Hagerstown shall notify the violator in writing and provide an opportunity for a hearing.

E. Express Procedures.

1. Purpose and Intent.

- a. **Purpose.** The purpose of an Express Procedure is to provide an alternate review and approval mechanism which will allow certain development activities to meet the intent of the Forest Conservation Ordinance through a review and approval process that is proportionate to the impact on forest resources.
- b. **Process.** The Express Procedure allows the combination of the various steps in the review process that are described as separate in this Article. It will not require documentation of a progression through the sequence of priorities for afforestation and reforestation.
- c. **Intent.** Certain development activities, such as those described in the eligibility standards contained in this Article, result in small afforested or reforested areas that may not be located in priority areas and provide little or no real benefit to improvements in water quality. The goal of the Express Procedure is to create significant-sized forest stands in priority areas where they will provide real benefits to improvements in water quality. This will occur through the aggregation and accumulation of payment-in-lieu of fees. The funds are expended by the City of Hagerstown on a schedule and in locations that will more closely meet the intent and purpose of this Article.

2. Eligibility to Use Express Procedure. An application must meet the following criteria in order to use the Express Procedure.

- a. Subdivisions of five lots or less when the afforestation or reforestation requirement as calculated from the worksheet is two acres or less; or
- b. Where no subdivision is proposed, when the afforestation or reforestation requirements as calculated from the worksheet is two acres or less; and
- c. There is no disturbance proposed in those priority areas described in Subsection F.2 and Subsections H.1.c, (1), (2), (4), (5), (6) and, (7).

3. The Express Procedure.

- a. **Discretion of the Applicant.** If the eligibility criteria are met, the applicant may choose to use the Express Procedure without prior approval by the Planning Commission.
- b. **Non-Exclusive.** Nothing in this section shall prevent the applicant from using the procedures described elsewhere in this Article.
- c. **Simplified Format.** The Forest Stand Delineation may be prepared in the simplified format as described in Subsection C.1.d. In addition, the Forest Stand Delineation shall identify those areas described in Subsection E.2.c.
- d. **Concurrence with Subdivision or Site Plan.** The Forest Stand Delineation and Forest Conservation Plan may be submitted, reviewed and approved concurrently with the applicable subdivision or site plan.

- e. **Area Affected.** The net tract area as requested on the worksheet and upon which calculations are based to determine afforestation and reforestation requirements shall be equal to the area of the proposed subdivided lots or the area of the entire parcel to be developed when no subdivision is proposed.
- f. **Discretion of the Applicant.** The applicant may select the payment-in-lieu of fee to meet the requirements of afforestation or reforestation without prior approval by the Planning Commission.
- g. **Timing of Payment-in-Lieu.** The payment-in-lieu of fee shall be paid prior to the issuance of a permit to begin construction activity.

4. **Additional Guidelines.**

- a. **Remaining Lands Not Eligible for Express Procedure.** After an applicant has chosen to use the Express Procedure for an eligible subdivision, the remaining land of the original parcel is not eligible to use the procedure again. It shall be subject to the requirements of this Article as if the Express Procedure did not exist.
- b. **When in Variation with Other Provisions.** Where the Express Procedures described in this Article vary from those described elsewhere in this Article, the Express Procedures may be followed without violation of the Article as long as the subdivision or site development proposal meets the eligibility requirements.

G. Reforestation.

1. ~~Forest Conservation Threshold.~~ Mitigation Rates

a. Reforestation mitigations rates are a 1:1 ratio, except in priority funding areas that are not designated as priority for retention which is a 1:0.5 ratio.

a. ~~**Threshold.** There is a forest conservation threshold established for all land use categories, as provided in Subsection b of this Section. The forest conservation threshold means the percentage of the net tract area at which the reforestation requirement changes from a ratio of one quarter (1/4) acre planted for each acre removed above the threshold to a ratio of two (2) acres planted for each acre removed below the threshold.~~

b. ~~**Reforestation for Cutting Below Threshold.** After reasonable efforts to minimize the cutting or clearing of trees and other woody plants have been exhausted in the development of a regulated activity and implementation of the forest conservation plan, the forest conservation plan shall provide for reforestation, or at the option of the Planning Commission, payment into the forest conservation fund, according to the formula set forth in this Article and consistent with Subsection D.1 of this Article, and the following forest conservation thresholds for the applicable land use category:~~

	Category of Use	Conservation Threshold Percentage
(1)	Agricultural and resource areas	50%
(2)	Medium density residential areas	25%
(3)	Institutional development areas	20%
(4)	High density residential areas	20%
(5)	Mixed use and planned unit development areas	15%
(6)	Commercial and industrial use areas	15%

c. **Calculations.**

(1) For all existing forest cover measured to the nearest one tenth (1/10) acre cleared on the net tract area ~~above the applicable forest conservation threshold~~, the area of forest removed shall be reforested at a ratio of ~~one quarter (1/4) acre~~ planted for each acre removed.

(2) ~~Each acre of forest retained on the net tract area above the applicable forest conservation threshold shall be credited against the total number of acres required to be reforested under paragraph (1) of this subsection. The calculation of the credit shall be according to the criteria provided in the City of Hagerstown Forest Conservation Technical Manual.~~

(3) ~~For all existing forest cover measured to the nearest one tenth (1/10) acre cleared on the net tract area below the applicable forest conservation threshold, the area of~~

~~forest removed shall be reforested at a ratio of two acres planted for each acre removed below the threshold and at a ratio of one quarter (1/4) acre planted for each acre removed above the threshold.~~

I. Payment-In-Lieu of Afforestation and Reforestation.

1. Forest Conservation Fund.

- a. **Fund Created.** There is established a forest conservation fund in the local program that meets the requirements of the Natural Resources Article, SS5-1610(h – l), Annotated Code of Maryland.
- b. **Fee Rate.** If a person subject to this Article demonstrates to the satisfaction of the Planning Commission that requirements for reforestation or afforestation on-site or off-site cannot be reasonably accomplished and appropriate credits generated by a forest mitigation bank in the same county or watershed are not available, or if the person is eligible to use the Express Procedure as described in Section E, the person shall contribute money into the City of Hagerstown forest conservation fund at a rate of:
 - (1) \$0.30 per square foot of the area of required planting until December 31, 2013, and
 - (2) adjusted for inflation as determined by the Planning and Code Administration Department annually after December 31, 2013.

Nothing in this provision shall prohibit the City of Hagerstown from setting a fee rate that exceeds that set by the Department of Natural Resources for the State equivalent of this Article, and at no time shall the fee be set lower than the rate set by the State of Maryland. Planning Commission approval of the use of fee-in-lieu contribution shall be identified and measured in the amount of area subject to compliance. Payment of fee-in-lieu contributions will be made based on the amount of area approved by the Planning Commission and the rate in effect at the time the applicant remits payment.

- c. **Authority of the Planning Commission.** The Planning Commission shall have the authority to determine if a payment instead of afforestation or reforestation is permitted and appropriate.
- d. **Discretion of Applicant When Using Express Procedure.** When an applicant is eligible to use the Express Procedure described in Section E, the decision to select the payment-in-lieu of afforestation or reforestation shall not require prior approval by the Planning Commission.
- e. **Timing of Fee Payment.** Money contributed instead of afforestation or reforestation under this Article shall be paid prior to the issuance of a permit to begin the construction activity. Planning Commission approval of the use of fee-in-lieu contribution shall be identified and measured in the amount of area subject to compliance. Payment of fee-in-lieu contributions will be made based on the amount of area approved by the Planning Commission and the rate in effect at the time the applicant remits payment.
- f. **Time Frame for Planting.** Money contributed under this Article shall remain in the fund for a period not to exceed two years or three growing seasons, whichever is greater, after receipt of payment. The City shall accomplish the reforestation or afforestation for the equivalent number of acres for which the money is deposited. Money deposited in the local conservation fund may only be spent on the costs directly related to reforestation and afforestation, including site identification, acquisition, preparation, maintenance of existing forests and achieving urban canopy goals, and shall be deposited in a separate forest conservation fund and may not revert to the general fund.

- g. **Extensions.** The time period specified in Subsection f above may be extended one time for an additional one year or two growing seasons by the Planning Commission with appropriate notification to the person who contributed the money.
- h. **When Planting Outside of City Limits.** Except as provided in Subsection d. of this section, sites for the reforestation or afforestation requirement using fund money contributed under this Article shall occur in the city or, if outside the city, on any property owned by the City of Hagerstown

J. Recommended Tree Species.

1. Native Species Preferred.

Tree species used for afforestation or reforestation shall be native to the area, unless approved by the City, and selected from a list of approved species established by the City of Hagerstown.

2. Tree Species List.

The City of Hagerstown shall adopt a list of tree species to be used for any required afforestation or reforestation and incorporate it into the **2024 State** Forest Conservation Technical Manual.

K. Financial Security for Afforestation and Reforestation.

1. Performance Bond or Other Acceptable Surety.

- a. **Security Required.** A person required to conduct afforestation or reforestation under this Article shall furnish financial security in the form of a bond, an irrevocable letter of credit, or other security approved by the Planning Commission. The surety shall:
 - (1) assure that the afforestation, reforestation, and the associated maintenance agreement are conducted and maintained in accordance with the approved forest conservation plan;
 - (2) be in an amount equal to the estimated cost, as determined by the City of Hagerstown, of afforestation and reforestation; and
 - (3) be in a form and of a content approved by the City of Hagerstown.
- b. **Reduction of Security.** After one growing season, the person required to file a bond under Subsection K.1.a of this Article may request reduction of the amount of the bond or other financial security by submitting a written request to the Planning and Code Administration Department with a justification for reducing the bond or other financial security amount, including estimated or actual costs to ensure afforestation or reforestation requirements are met.
- c. **City Review of Alternate Bond Amounts.** The City of Hagerstown shall determine whether a lesser amount is sufficient to cover the cost of afforestation or reforestation, taking into account the following:
 - (1) the number of acres,
 - (2) the proposed method of afforestation or reforestation,
 - (3) the cost of planting materials or replacement materials,
 - (4) the cost of maintenance of the afforestation or reforestation project, and
 - (5) other relevant factors.
- d. **Release of Security.** If, after one year or two growing seasons, whichever is greater, the plantings associated with the afforestation or reforestation meet or exceed the standards of the City of Hagerstown Forest Conservation Technical Manual, the amount of the cash bond, letter of credit, surety bond, or other security shall be returned or released. If the planted area does not meet survival requirements, the maintenance period shall be extended by an additional term.

L. Standards for Protecting Trees from Construction Activities.

1. Standards Adopted.

The City hereby adopts standards for the protection of trees from construction activity that are included in the ~~City of Hagerstown~~ 2024 State Forest Conservation Technical Manual.

2. Installation of Protective Devices Required.

Before cutting, clearing, grading, or construction begins on a site for which a forest conservation plan is required by this Article, the applicant shall demonstrate to the City of Hagerstown that protective devices have been established.

M. Variances, Appeals, Enforcement and Penalties.

1. Variance Procedure.

- a. **Hardship.** A person may request that a variance from this Article be granted by the Planning Commission if the person demonstrates that enforcement would result in unwarranted hardship.
- b. **Requirements.** An applicant for a variance shall:
 - (1) describe the special conditions peculiar to the property which would cause the unwarranted hardship;
 - (2) describe how enforcement of these rules will deprive the applicant of rights commonly enjoyed by others in similar areas;
 - (3) verify that the granting of the variance will not confer on the applicant a special privilege that would be denied to other applicants;
 - (4) verify that the variance request is not based on conditions or circumstances which are the result of actions by the applicant;
 - (5) verify that the request does not arise from a condition relating to land or building use, either permitted or nonconforming, on a neighboring property; and
 - (6) verify that the granting of a variance will not adversely affect water quality.
- c. **Findings.** The ~~Planning and Code Administration~~ Department shall make findings that the applicant has met the requirements in Subsections a. and b. of this Section before the Planning Commission may grant a variance.
- d. **Notice.** Notice of a request for a variance shall be given to the Maryland Department of Natural Resources within 15 days of receipt of a request for a variance.
- e. **Department of Natural Resources.** There is established by this Article the right and authority of the Department of Natural Resources to initiate or intervene in an administrative, judicial or other original proceeding or appeal in the state concerning an approval of a variance under Natural Resources Article, §§5-1601 through 5-1612, Annotated Code of Maryland, or this Article.

2. Appeals.

The appeal procedure as applies to this Article shall be in accordance with the provisions of Article 8 of this Code.

3. Enforcement and Penalties.

Enforcement of the provisions of this Article, and penalties for violation thereof shall be in accordance with the provisions of Article 8 of this Code.

M. Variances, Appeals, Enforcement and Penalties.

1. Variance Procedure.

- a. **Hardship.** A person may request that a variance from this Article be granted by the Planning Commission if the person demonstrates that enforcement would result in unwarranted hardship.
- b. **Requirements.** An applicant for a variance shall:
 - (1) describe the special conditions peculiar to the property which would cause the unwarranted hardship;
 - (2) describe how enforcement of these rules will deprive the applicant of rights commonly enjoyed by others in similar areas;
 - (3) verify that the granting of the variance will not confer on the applicant a special privilege that would be denied to other applicants;
 - (4) verify that the variance request is not based on conditions or circumstances which are the result of actions by the applicant;
 - (5) verify that the request does not arise from a condition relating to land or building use, either permitted or nonconforming, on a neighboring property; and
 - (6) verify that the granting of a variance will not adversely affect water quality.
- c. **Findings.** The ~~Planning and Code Administration~~ Department shall make findings that the applicant has met the requirements in Subsections a. and b. of this Section before the Planning Commission may grant a variance.
- d. **Notice.** Notice of a request for a variance shall be given to the Maryland Department of Natural Resources within 15 days of receipt of a request for a variance.
- e. **Department of Natural Resources.** There is established by this Article the right and authority of the Department of Natural Resources to initiate or intervene in an administrative, judicial or other original proceeding or appeal in the state concerning an approval of a variance under Natural Resources Article, §§5-1601 through 5-1612, Annotated Code of Maryland, or this Article.

2. Appeals.

The appeal procedure as applies to this Article shall be in accordance with the provisions of Article 8 of this Code.

3. Enforcement and Penalties.

Enforcement of the provisions of this Article, and penalties for violation thereof shall be in accordance with the provisions of Article 8 of this Code.

N. Annual Report, Biennial Review by the Department of Natural Resources and Effective Date and Subsequent Amendments.

1. Annual Report.

On or before ~~March~~ **August** 31 of each year, the ~~Planning and Code Administration~~ Department shall submit to the Maryland Department of Natural Resources Forest Service a report on:

- a. The number, location, and type of projects subject to the provisions of this Article;
- b. The amount and location of acres cleared, conserved, and planted in connection with a development project;
- c. The amount of reforestation and afforestation fees and noncompliance penalties collected and expended, the number of acres for which the fees were collected, and the number of acres reforested, afforested, or conserved using the fees; and
- d. The costs of implementing the Forest Conservation Program;
- e. The size, location and protection of any local forest mitigation banks which are created under a local or State program, the number of acres debited from which each forest mitigation bank since the last annual report and the number of forest mitigation banks inspected since the last annual report;
- f. The number, location and type of violations and type of enforcement activity conducted in accordance with this subtitle; and
- g. To the extent practicable, the size and location of all conserved and planted forest areas, submitted in an electronic geographic information system or computer aided design format.

2. Biennial Review.

The ~~Planning and Code Administration~~ Department shall submit the necessary documentation to comply with COMAR 08.19.02.04.

3. Effective Date and Subsequent Amendments.

This Article is hereby enacted and becomes effective May 21, 1999. This Article may be amended as required. All amendments to this Article are subject to the approval of the Department of Natural Resources.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-27	Is this a new issue or one previously discussed?	New
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
Released to Planning Commission Public Review Meeting	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Adjustments to forest conservation ordinance		
Justification: Codifying certain changes in the state code so that the city's ordinance matches state code.		

Existing text to be removed is in ~~strikeout~~. New text to be added is **red**. Staff directions are **blue**.

ATTACHMENT A - DEFINITIONS

Definitions from Article 3 (C) related to Forest Conservation Ordinance Update

AGRICULTURAL AND RESOURCE AREAS – Undeveloped areas zoned for densities of less than or equal to one dwelling unit per **five (5) acres**. (Forest Conservation)

CALIPER – The diameter measured at two inches above **the root collar which** is the transition zone between stem and root at the ground line of a tree or seedling. (Forest Conservation)

DECLARATION OF INTENT –

1. A signed and notarized statement by a landowner or the landowner's agent certifying that the activity on the landowner's property:
 - a. Is for certain activities exempted under this Ordinance or Natural Resources Article, Section 5-103 and 5-1601-5-1612, Annotated Code of Maryland;
 - b. Does not circumvent the requirements of this Ordinance or Natural Resources Article, Section 5-103 and 5-1601 - 5-1612, Annotated Code of Maryland; and
 - c. Does not conflict with the purposes of any other declaration of intent; or
2. The document required under COMAR 08.19.01.05 or with Article 7, Subsection A.3.c of this Chapter.

DEVELOPMENT PROJECT COMPLETION – For the purposes of afforestation, reforestation, or payment into a fund: (Forest Conservation)

1. The release of the **performance** bond, or surety, ~~not~~ **if** required under Article 7 of this Chapter; or
2. **Acceptance of the project's streets, utilities, and public services by the Department; or**
3. Designation by the ~~Planning and Code Administration~~ Department that a:
 - a. Development project has been completed, or a
 - b. Particular stage of a staged development project, including a planned unit development, has been completed.
4. The release of any bond or surety not required under Article 7 of this Chapter shall not be construed to mean the completion of afforestation, reforestation, or payment into a fund, as required by this Chapter.

FOREST –

1. "Forest" means a biological community dominated by **live** trees and other woody plants covering a land area of 10,000 square feet or greater.

2. "Forest" includes:
 - a. Areas that have at least 100 live trees per acre with at least 50% of those trees having a two-inch or greater diameter at four-and-a-half feet above the ground and larger; and
 - b. **Forest** Areas that have been cut but not cleared.
3. "Forest" does not include orchards.
(Forest Conservation)

FOREST CONSERVATION AND MANAGEMENT AGREEMENT – An agreement as applicable and described in COMAR 08.19.05.01. as stated in Tax Property Article, Section 8-211, Annotated Code of Maryland. (Forest Conservation)

FOREST CONSERVATION PLAN – A plan prepared pursuant approved pursuant to Natural Resources Article, Sections 5-1606 and 5-1607, Annotated Code of Maryland. to Article 7 of this Chapter. (Forest Conservation)

FOREST MITIGATION BANKING - The intentional restoration, creation, or qualified conservation of forests undertaken expressly for the purpose of providing credits for afforestation or reforestation requirements with enhanced environmental benefits from future activities. (Forest Conservation)

LOT –

1. A parcel of land either vacant or occupied by one principal building structure, or use and its accessory buildings, uses or structures, or a group of principal buildings as allowed by Article 4 and including open spaces and landscaped areas as required. (Subdivision and Land Development)
2. For the purposes of Article 7, a unit of land, the boundaries of which have been established as a result of a deed or previous subdivision of a larger parcel, and which will not be the subject of further subdivision, as defined by Natural Resources Article, Section 5-1601, Annotated Code of Maryland, and this Ordinance without an approved forest stand delineation and forest conservation plan. (Forest Conservation)

MAINTENANCE AGREEMENT – The short-term management agreement associated with afforestation or reforestation plans required under Natural Resources Article, Section 5-1605, Annotated Code of Maryland, and Article 7, Sections D and E of this Chapter. (Forest Conservation)

QUALIFIED CONSERVATION - means the conservation of all or a part of an existing forest that:

- (1) Has been approved by the appropriate State of local forest conservation program for the purpose of establishing a forest mitigation bank; and
- (2) Is encumbered in perpetuity by a restrictive easement, covenant, or another similar mechanism recorded in the county land records to conserve its character as a forest. (Forest Conservation)

SEDIMENT CONTROL PERMIT - The authorization of an activity regulated under a sediment control plan as provided in Environment Article, Title 4, Annotated Code of Maryland (Forest Conservation)

Public Notices

Originally published at heraldmailmedia.com on 06/09/2026 + 06/02/2026

PUBLIC HEARING

NOTICE is hereby given that the Mayor and Council of Hagerstown will hold a public hearing on June 23, 2026, at 7:00 p.m., in the City Council Chamber, 2nd Floor, City Hall, 1 East Franklin Street, Hagerstown, MD.

The purpose of the public hearing is to consider proposed revisions to the Land Management Code (Article 7 and definitions found in Article 3) of Chapter 140 of the City Code, known as the Forest Conservation Ordinance. The purpose of the revisions is to adopt amendments directed by recent state legislation in order to comply with the State's Forest Conservation Act. The proposed amendment packages can be viewed at <https://www.hagerstownmd.org/1338/LMC-Amendments>.

Interested persons are invited to attend and comment. For further information regarding the public review meeting, the Maryland Open Meeting Law, and special accommodations for the disabled may be obtained at the City Website at www.hagerstownmd.org or from the City Clerk 301.739.8577, ext. 113 or TDD 301.797.6617.

HAGERSTOWN MAYOR and CITY COUNCIL

William McIntire, Mayor

6/2, 6/9/26 #12367470

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

Topic:

Testimony for Public Hearings will be accepted in person at the scheduled meeting. Anyone wishing to speak during the public hearing must sign in at City Hall prior to the hearing. Each speaker will be permitted to speak for three (3) minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

May 2026 Minutes Will Be Scheduled for approval on July 14, 2026

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

CivicPlus Social Media Archiving Premium Service Annual Subscription Renewal – CivicPlus LLC (Dallas, TX) \$ 11,099.31

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Communications_Consent_CivicPlus_Annual_Renewal.pdf	Signed Consent - CivicPlus Annual Renewal
--	---

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.
	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.
X	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.
X	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.
X	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

Wes Decker Digitally signed by Wes Decker
Date: 2026.05.22 14:26:46 -04'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need update of U9

Kyle B... 4/4/26

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle...

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

David Newman 4/5/26

Signature / Date



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#369704

7/23/2026

Bill To

Wes Decker
City of Hagerstown, MD
1 East Franklin Street
Hagerstown MD 21740

TOTAL DUE

\$11,099.31

Due Date: 8/22/2026

Terms
Net 30

Customer
City of Hagerstown, MD

Approving Authority

Qty	Item	Start Date	End Date	Amount
1	Social Media Archiving Premium	7/23/2026	7/22/2027	\$11,099.31

Total	\$11,099.31
Due	\$11,099.31

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For our current W-9, please click this link: [CivicPlus W-9](#). For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

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

Topic:

Pierce Enforcer Pumper – Atlantic Emergency Solutions (Manassas, VA) \$ 1,500,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Pierce_Memo.pdf

Consent_Pierce_Enforcer_Pumper.pdf

Pierce_Pumper_Proposal_Single_Engine.pdf

Description

Pierce Enforcer Pumper
Memo

Pierce Enforcer Pumper
Consent

Pierce Enforcer Pumper
Quote



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 23, 2026

TO: Scott Nicewarner, City Administrator
FROM: John DiBacco, Fire Chief *J E DiBacco*
SUBJECT: Approval to Purchase a Pierce Enforcer Pumper

Staff is requesting Mayor and Council approval to purchase a Pierce Enforcer Pumper to replace a 2004 KME pumper. This replacement supports the Fire Department's strategic goal of maintaining a 20-year life cycle for heavy apparatus, ensuring the continued reliability, safety, and operational readiness of the fleet.

The purchase price of the Pierce Enforcer Pumper is \$1,364,178.00. However, Pierce Manufacturing is offering a 50% prepayment discount of \$98,000.00, reducing the total apparatus cost to \$1,266,178.00. In addition, staff is requesting authorization to purchase the portable equipment necessary to outfit the new pumper at a cost of \$233,822.00.

The Fire Department's Capital Improvement Program (CIP) budget includes a total of \$1,500,000.00 for the purchase of the replacement pumper and associated portable equipment. Adequate funding has been approved within the CIP budget to support this purchase.

The manufacturer estimates delivery within approximately 1,410 calendar days following receipt of the signed acceptance by Pierce Manufacturing, which equates to approximately 3.9 years. At the time the replacement apparatus is anticipated to be placed into service, the existing 2004 KME pumper will be approximately 26 years old, significantly exceeding the Fire Department's targeted replacement cycle.


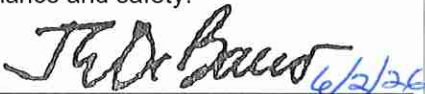
Staff respectfully requests Mayor and Council approval of this purchase and appreciates your continued support of the Fire Department and its mission to provide safe, reliable, and effective emergency services to the community.

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.
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 Scheduled CIP purchase to replace a 22 year old fire engine. The national standard for fire apparatus directs that fire engines should be replaced at 20 years of age. This new purchase will meet national standard recommendations and contribute to organizational performance and safety.

Signature / Date
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Proposal for Furnishing Apparatus

Apr 17, 2026
Department: Hagerstown Fire Department
Attn: Justin Malott
929 Eldridge Drive Hagerstown, MD 21740

Upon an order being placed by you, and final acceptance by Pierce Manufacturing the apparatus and equipment herein named will be manufactured for the following prices:

Bid #	1345	Price
Pierce Enforcer Pumper		\$1,364,147.00
50% Prepay Discount Offer		(\$98,000.00)

Total : \$1,266,147.00

Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus. Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 1410 calendar days after receipt of this order and the acceptance thereof by Pierce Manufacturing. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

Terms: The terms of this proposal will be governed by the laws of the Commonwealth of Virginia. Atlantic Emergency Solutions requires an authorized individual from the above stated Customer sign and date this proposal and have it referenced on any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and executed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid July 30, 2026.

Sincerely,
Rodney Guessford

Rodney Guessford/Regional Account Manager

14 E. Sunset Avenue
Williamsport, MD 21795
rguessford@atlanticemergency.com
240-527-7044

Atlantic Emergency Solutions:

X
Name: _____
Title: _____
Date: _____

Customer:

X
Name: _____
Title: _____
Date: _____

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

Topic:

FireBlast Smoke Maze – FireBlast (Murrieta, CA) \$ 50,940.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fireblast_Memo.pdf
Consent_Fireblast_Maze.pdf
Fireblast_Maze_Sales_Quote.pdf
Sourcewell_FireBlast_Maze.pdf

Description

Fireblast Memo
Fireblast Consent
Fireblast Quote
Fireblast Sourcewell



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 23, 2026

TO: Scott Nicewarner, City Administrator
FROM: John DiBacco, Fire Chief *JEDiBacco*
SUBJECT: Fireblast Smoke Maze Training Prop

Staff is requesting Mayor and Council approval to purchase a reconfigurable smoke maze training prop from Fireblast Global, Inc., Murrieta, California, at a cost of \$50,940.00 for use at the Hagerstown Fire Department Training Center.

The proposed smoke maze prop is a reconfigurable firefighter training system designed to enhance firefighter proficiency in several critical operational competencies, including:

- Search and rescue operations
- Self-Contained Breathing Apparatus (SCBA) confidence and proficiency
- Advanced firefighter survival and rescue drills
- Firefighter orientation and movement in restricted and zero-visibility environments

The system's reconfigurable design allows instructors to alter the maze layout to create varying levels of complexity and realistic training scenarios, providing both entry-level and experienced personnel with progressive and repeatable training opportunities. This adaptability supports the Department's ability to provide ongoing skill development while reducing training predictability.

The smoke maze prop is a vital component of both entry-level and advanced firefighter training, reinforcing critical life safety skills necessary for emergency operations. Firefighters routinely operate in environments with limited or zero visibility, confined spaces, and rapidly changing conditions. Providing realistic, hands-on training in these environments improves firefighter confidence, survivability, operational effectiveness, and rescue capability.

Funding for this purchase has been included within the Fire Department Training Center approved training capital budget, and adequate funds are available to support the acquisition.

Staff respectfully requests Mayor and Council approval for the purchase of the smoke maze training prop from Fireblast Global, Inc. and appreciates your continued support of firefighter training and the Department's mission to provide safe and effective emergency services to the community.

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 New items for HFD to enhance all levels of training in search and rescue of compartmental spaces that are traditionally high risk fire ground activities. This search maze will be unique for the Washington County area and will provide realistic training that improves safety for personnel.

 4/2/26
Signature / Date

 4/2/26
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



41633 Eastman Drive
Murrieta, CA 92562
Phone: (951) 277-8319

SALES QUOTE

Quote Number: SQ004801
Quote Date: 5/18/2026
SalesPerson: James Nelson
Terms: Due on Receipt
Page: 1

Bill To: C008110
Hagerstown Fire Department
25 West Church Street
Hagerstown, MD 21740

Ship To:
Hagerstown Fire Department
25 West Church Street
Hagerstown, MD 21740

Item No.	Description	Unit	Quantity	Retail Price	Sourcewell Price 5% Discount
10-000196	PORTABLE MAZE 825	EACH	1	46,821.00	44,480.00
	Freight	EACH	1	6,460.00	6,460.00

Subtotal: 50,940.00
Total: 50,940.00

Terms and Conditions

All amounts are in US Dollars

1. Sales quote good for 90 Days.
2. Excludes taxes, duties, shipping, permits, bonds and special requirements (unless listed as line items above).
3. For fixed facilities, quote excludes thermal lining, infrastructure and electrical/fuel source to facility (unless listed as line item above).
4. Any previous sales quotes are no longer valid.

**MASTER AGREEMENT #102325****CATEGORY: Public Safety Training and Simulation Equipment and Technology****SUPPLIER: Fireblast Global, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fireblast Global, Inc., 41633 Eastman Drive, Murrieta, CA 92562 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 13, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102325 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Safety Training and Simulation Equipment and Technology, including but not limited to:
 - a. Facilities, structures (fixed or mobile);
 - b. Equipment, props, supplies, rentals, and consumables;
 - c. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment;
 - d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and,
 - e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Debarment and Suspension. 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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. Supplier must comply 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier 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). Supplier certifies that during the term of this Agreement it 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. Supplier 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).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier'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.
- m. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- n. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- o. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- t. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:

Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

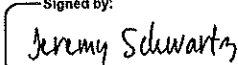
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Fireblast Global, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/17/2026 | 6:26 PM CST

DocuSigned by:

 24C3ABE1F3B648F...
 By: _____
 Jessica Kuehl
 Title: Contract Specialist
 Date: 2/17/2026 | 10:37 AM PST

RFP 102325 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name: Fireblast Global
Address: 41633 Eastman Drive
Murrieta, California 92562
Contact: Jessica Kuehl
Email: jkuehl@fireblast.com
Phone: 951-277-8319
Fax: 951-279-1705
HST#: 33-432-5419

Submission Details

Created On: Tuesday October 14, 2025 13:05:44
Submitted On: Wednesday October 22, 2025 18:01:05
Submitted By: Jessica Kuehl
Email: jkuehl@fireblast.com
Transaction #: 69229b03-6321-4113-86e6-7bb685ec16b7
Submitter's IP Address: 147.243.131.115

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Fireblast Global, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	In the event of award, Fireblast Global, Inc. will be solely responsible for offering and performing delivery of Solutions within this proposal. No subsidiaries, D.B.A., authorized affiliates or any other entity will be responsible or execute a master agreement with Sourcewell.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE - 3A3R5 UEI - M3N4TQ4U7LC1
5	Provide your NAICS code applicable to Solutions proposed.	333998-13 333998-14 327120 332321 332312 332919 333319 333999 335314 339113
6	Proposer Physical Address:	41633 Eastman Drive Murrieta, CA 92562
7	Proposer website address (or addresses):	www.fireblast.com
8	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):	Name: Jessica Kuehl Title: Contract Specialist Address: 41633 Eastman Drive; Murrieta, CA 92562 Email: jkuehl@fireblast.com Phone: (951) 277-8319
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Jessica Kuehl Title: Contract Specialist Address: 41633 Eastman Drive; Murrieta, CA 92562 Email: jkuehl@fireblast.com Phone: (951) 277-8319
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Rick Egelin Title: Chief Executive Officer Address: 41633 Eastman Drive; Murrieta, CA 92562 Email: regelin@fireblast.com Phone: (951) 277-8319 Name: Leah Egelin Title: Chief Operating Officer Address: 41633 Eastman Drive; Murrieta, CA 92562 Email: legelin@fireblast.com Phone: (951) 277-8319

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Fireblast Global is a leading provider of live fire training system equipment and technology, serving Municipal, Industrial, Military and Educational clients throughout the United States and Canada.</p> <p>Longevity: Founded in 1995 and incorporated in 2000, Fireblast Global has designed, manufactured, and delivered over 600 training system installations and more than 3,000 burners in service globally.</p> <p>Our company's longevity and leadership in the industry stem from a commitment to innovation, safety, reliability, and customer satisfaction. With a team combining over 133 years of fire service experience, as well as expertise from world-class engineering and design firms such as Disney and Wet Design, Fireblast continuously advances the realism and performance of live fire training systems.</p> <p>We operate from our UL 508A certified manufacturing facility in Murrieta, California, and our systems are tested and certified to comply with the latest NFPA, DIN, and International standards.</p> <p>Core Values:</p> <ul style="list-style-type: none"> • Integrity and Accountability: Upholding the highest standards of ethics, safety, and compliance. • Innovation and Excellence: Continuous improvement in design, engineering, service and internal processes. • Customer Commitment: Delivering unmatched service and technical support throughout the product lifecycle. • Collaboration and Expertise: Leveraging deep industry knowledge and strategic partnerships to achieve superior results. <p>Business Philosophy: Fireblast Global is driven by a philosophy of continuous improvement, quality, performance, and long-term customer partnership. Every system we design reflects our dedication to realism in training, durability in manufacturing, and safety in operation. We back our products with comprehensive warranties, maintenance agreements, and responsive technical support to ensure ongoing system reliability and customer confidence.</p> <p>Culture: At Fireblast Global, we believe the design and manufacturing of exceptional fire training systems, backed by proven reliability and world-class support, gives "value" a whole new meaning. We continually seek new and meaningful ways to improve our services and existing products. Even the best can always be better. This forward-thinking process is proof that Fireblast Global is the leader in innovation and design.</p>

<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of a Sourcwell contract award, Fireblast Global expects to establish a mutually beneficial partnership with Sourcwell and its member agencies, built on transparency, responsiveness, and long-term service excellence. Fireblast intends to immediately utilize Sourcwell as our primary cooperative purchasing option offered to customers. As a leading designer, manufacturer and supplier of advanced public safety training products, Fireblast Global is frequently contacted by fire departments and education institutions seeking to purchase our products through sourcwell, a testament to our credibility and established market presence.</p> <p>Our expectations include:</p> <ol style="list-style-type: none"> 1. Internal Salesforce Training <ul style="list-style-type: none"> • Immediately educate Fireblast sales force on the process/promotion of the Sourcwell procurement option so they can effectively educate and promote Sourcwell to all customers throughout the United States. • Ensure all salesforce team members attend initial and ongoing Sourcwell training sessions to effectively utilize the Sourcwell contract and demonstrate the significant benefits to our potential customers. 2. Member Engagement and Support <ul style="list-style-type: none"> • Work proactively with Sourcwell member agencies to ensure a seamless procurement and installation process for all awarded solutions. • Provide technical guidance, product demonstrations, and training support to ensure members achieve full operational benefit from their fire training systems. 3. Marketing and Outreach Partnership <ul style="list-style-type: none"> • Collaborate with Sourcwell's marketing and outreach teams to promote contract availability through joint marketing materials, trade shows, webinars, and targeted campaigns. • Ensure all promotional materials clearly reference the Sourcwell contract number and comply with Sourcwell's branding guidelines. 4. Contract Compliance and Reporting <ul style="list-style-type: none"> • Maintain full compliance with Sourcwell's administrative, pricing, and reporting requirements. • Provide accurate and timely reports, sales data, and contract performance updates. 5. Commitment to Service Excellence <ul style="list-style-type: none"> • Deliver the same level of quality, safety, and reliability that defines Fireblast Global's reputation in the fire service industry. • Continue offering robust warranty, maintenance, and technical support programs to all Sourcwell members purchasing under the contract. <p>In short, Fireblast Global views a Sourcwell award not merely as a sales vehicle, but as an opportunity to expand access to world-class fire training systems through a trusted cooperative platform, ensuring value, compliance, and superior service for all participating agencies.</p>
-----------	---	--

<p>13</p>	<p>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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Fireblast Global is a financially stable and well-established provider of fire training equipment and services. Our consistent growth, sound financial management, and extensive market presence ensure that we can fulfill contracts reliably and support Fireblast Global well into the future. Fireblast Global has a strong balance sheet with significant financial flexibility. With our financial strength and Lean Manufacturing Culture, we continue to generate strong revenue and profitability. See Attached Bank Reference Letter, Balance Sheets, Profit and Loss Report and Credit References..</p> <p>Financial Viability:</p> <ul style="list-style-type: none"> Established Stability: Founded in 1997, Fireblast Global has steadily grown, serving over 500 fire departments nationwide. Insurance & Bonding: Comprehensive liability insurance and bonding coverage ensures project security and operational risk mitigation. Capacity & Controls: Our annual revenue and internal financial management processes allow us to fund and manage contracts, ensuring timely procurement, delivery, and ongoing support. Sustainable Operations: Financial planning and resource management guarantee we can meet both short-term and long-term obligations. Proven Track Record: Our experience and reputation in the fire service market demonstrate our credibility and reliability. <p>Fireblast has no pending financial investigations and no credit holds.</p> <p>Bank Reference: City National Bank 18111 Von Karman Ave, Suite 110 Irvine, CA 92612 Greg Matz (949) 842-4114 greg.matz@cnb.com</p> <p>Bonding: Bonding Capacity: \$2 million single/\$5 million aggregate Bonding Rate: 1%</p> <p>By choosing Fireblast Global, Sourcewell secures a partner with financial strength, market credibility, and a proven history of delivering fire training solutions. Our stability and marketplace success ensure that your member's investment is protected and their training programs are fully supported now and in the future.</p>
<p>14</p>	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Fireblast Global is a recognized leader in the design and manufacturing of live fire training systems and equipment. Over the past 15 years, Fireblast's US market share is 55% for interior gas fired props and 35% for exterior gas fired props and other training equipment.</p> <p>What truly sets Fireblast Global apart is our unmatched vertical integration — we are the only company in the industry that manufactures every component in-house, right here in the United States. From concept and engineering to fabrication, controls, and assembly, every element of our systems is built under one roof. This ensures superior quality control, faster production timelines, and complete accountability at every stage of the process.</p>
<p>15</p>	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>We have a proven track record of successfully delivering equipment to Canadian customers. Over the past 15 years, Fireblast's Canadian market share is 10%. Our existing customer base across the country demonstrates our ability to navigate international logistics, customs, and compliance requirements to fulfill orders in a reliable and timely manner.</p>
<p>16</p>	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Fireblast Global affirms that neither the company nor any responsible parties have been involved in any bankruptcy proceedings, whether current or completed, within the past seven (7) years.</p> <p>This confirmation demonstrates Fireblast's ongoing financial stability and ability to successfully fulfill contract obligations.</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>Fireblast Global is best described as b) manufacturer of public safety training products, simulation equipment controlled by the most advanced technology. We design and manufacture our own training systems and equipment, ensuring full control over product quality and innovation. From concept and engineering to fabrication, controls, and assembly, every element of our systems is built by Fireblast.</p> <p>Fireblast Global maintains an in-house sales and service team that works directly with customers throughout the lifecycle of each project — from initial consultation and proposal through installation, training, and ongoing support. This means our customers always interact with Fireblast Global employees rather than third-party contractors or dealer representatives.</p> <p>By keeping both sales and service functions internal, we ensure direct communication and accountability, consistency in customer experience, and immediate access to technical expertise from the people who design and support the products. Fireblast maintains a strong, collaborative relationship with both our sales and service force to ensure the efficient and effective delivery of products and services for this solution.</p> <p>We do not rely on an external dealer network for the delivery of products or services proposed in this RFP. All representatives are employees of Fireblast Global.</p>
18	<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>Fireblast Global maintains all licenses and certifications required to conduct its business operations as a manufacturer and supplier of training systems. This includes Safety and Compliance Certifications: All work complies with OSHA, NFPA, and other applicable codes and standards.</p> <p>Fireblast Global does not rely on third-party dealers or subcontractors for sales or service. In cases where subcontractors are engaged (e.g., site-specific construction/installation support), they are required to maintain all appropriate state and federal licenses, carry proper insurance, and demonstrate compliance with safety training and certification requirements.</p> <p>By maintaining these licenses and certifications, Fireblast Global ensures full compliance with all legal, safety, and quality standards in delivering the products and services outlined in this RFP. All projects and equipment will be designed and supplied according to all relevant codes, standard and industry best practices.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Fireblast Global affirms that neither the company nor any responsible parties have been subject to any debarments or suspensions, whether current or past, within the last seven (7) years.</p> <p>This record demonstrates Fireblast Global's commitment to ethical business practices, regulatory compliance, and reliable contract performance.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Manufacturers' Council of the Inland Empire (MCIE) – Innovation Award in Process Efficiency (2024)</p> <p>In October 2024, Fireblast Global was honored with the MCIE Innovation Award in Process Efficiency, recognizing our leadership in implementing lean manufacturing principles and continuous process improvement across all operations. This award celebrates our dedication to enhancing production efficiency, reducing waste, and driving innovation in live fire training system manufacturing. Fireblast Global was commended for our employee driven culture of innovation and our commitment to sharing best practices with other manufacturers throughout the Inland Empire region.</p> <p>MCIE Factory Excellence Recognition – Manufacturing Tour Host (2024)</p> <p>In June 2024, Fireblast Global hosted the Manufacturers' Council of the Inland Empire Factory Tour, selected as a model facility demonstrating best-in-class manufacturing methods. The event showcased our U.S.-based production, precision engineering, and vertically integrated operations, highlighting why Fireblast Global is the only company in the industry that manufactures all components in-house.</p> <p>Industry Leadership Recognition</p> <p>Fireblast Global has been consistently recognized by clients and partners in the fire service training community for delivering high-performance, reliable, and safe training systems. Our continued collaborations with fire departments, military bases, and government agencies underscore our role as a trusted partner in public safety training innovation.</p> <p>Excellence in U.S. Manufacturing</p> <p>As a proud American manufacturer, Fireblast Global's dedication to quality and craftsmanship has earned ongoing recognition from local and state manufacturing alliances. Our commitment to producing every component domestically ensures superior quality control, supply-chain reliability, and support for the American workforce.</p> <p>U.S. Patent</p> <p>Fireblast Global has been awarded a patent for our Quickburner system, advanced technology that allows the customers to extend the life of their simulation equipment.</p> <p>UL508A</p> <p>Fireblast Global is recognized as a full UL 508A panel building manufacturing facility.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	<p>6% - US Military 58% - US Municipalities</p>
22	What percentage of your sales are to the education sector in the past three years?	34% - US College/Education
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Fireblast Global participates in a cooperative purchasing agreement through the State of North Carolina eProcurement system, which serves as a direct procurement link to state agencies, universities, community colleges, and other eligible public sector entities. This agreement allows our customers to purchase directly from Fireblast Global under pre-approved terms, ensuring speed, efficiency, and compliance with state procurement requirements.</p> <p>Through this platform, we can provide innovative training solutions to a wide range of institutions across North Carolina, strengthening our partnerships with both state agencies and the state's extensive community college system. By leveraging the eProcurement channel, our clients gain not only streamlined purchasing but also the confidence of working with a trusted, pre-qualified manufacturer.</p> <p>Over the past three years, Fireblast Global has maintained strong performance under this agreement. Annual sales volume for this contract is as follows:</p> <ul style="list-style-type: none"> • FY 2022 – \$87,882 • FY 2023 – \$89,589 • FY 2024 – \$428,109 <p>This consistent activity underscores both the value of the North Carolina eProcurement agreement and Fireblast Global's proven track record of delivering reliable products and services to public institutions across the state.</p>

24	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?	<p>Fireblast Global holds GSA Contract# 47QSWA20D007M, providing a direct and compliant procurement channel for federal, state, and local government agencies. This contract allows our customers to purchase directly from Fireblast Global under pre-approved terms and pricing, ensuring speed, efficiency, and full compliance with federal procurement standards.</p> <p>Over the past three years, Fireblast Global has maintained a record of consistent and growing performance under this agreement. Annual sales volume through our GSA Contract is as follows:</p> <p>FY 2022 – \$964,189 FY 2023 – \$775,969 FY 2024 – \$374,332</p> <p>This steady growth underscores the value of a cooperative purchasing partnership with Fireblast Global. Our proven ability to deliver reliable, high-quality products and services to public agencies and institutions nationwide will allow us to be a strong Sourcwell partner as well.</p>
----	--	---

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Chabot College	Bob Buell - Director	(509) 777-3850
Buncombe County Public Safety Training Center	Billy Looper - Director	(828) 250-4859
Clarksville Fire Rescue	Randy Ellis - Assistant Chief	(931) 645-7456
College of the Canyons	Carl DeCarlo - Director	(847) 562-6515

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell 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.	<p>The Fireblast Global Sales force team operates with a lean and highly efficient structure – four experienced inside sales professionals who cover the entire U.S with exceptional responsiveness. This allows us to move quickly, adapt to customer needs and maintain a personal connection with every customer or potential customer. The sales force team are all direct employees of Fireblast Global and dispatched from at our headquarters in Murrieta, CA throughout the United States. Their sole function is sales at attending to the needs of potential customers, with no overlap between sales and service.</p> <p>Fireblast maintains a strong, collaborative relationship with both our sales and service force to ensure the efficient and effective delivery of products and services for this solution.</p>

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Our sales activities are managed entirely by Fireblast Global's inside sales force, rather than through outside dealers, distributors, or resellers. These professionals are direct employees of the company who work closely with clients from the earliest stages of consultation through the completion of the project and beyond. Clients benefit from direct access to the individuals who not only understand the technical aspects of our products but also have a vested interest in the success of each project.</p> <p>Our sales force is comprised of four highly experienced representatives. Our team servicing the Western United States, Canada, and the Americas is based out of our California manufacturing facility. Fireblast Global's Eastern Division representative is located in North Carolina. This geographic distribution allows us to maintain strong regional coverage while ensuring that all customers receive personal, responsive support. Because they are internal team members, they possess an in-depth understanding of our products and capabilities, bringing unmatched product knowledge which allows them to provide accurate guidance and tailored recommendations through their deep understanding of our clients' unique needs.</p> <p>Unlike traditional sales organizations that pass projects off once a contract is signed, Fireblast Global's sales representatives remain engaged throughout the entire lifecycle of the project. They not only manage sales and project delivery but also provide ongoing service and support. This includes troubleshooting over the phone, coordinating resources, and conducting site visits after project completion. By maintaining these long-term relationships, our team ensures that every client receives continuous attention and care well beyond installation.</p> <p>This model allows Fireblast Global to provide unmatched consistency, accountability, and responsiveness. Clients benefit from direct access to the people who understand their systems best — the same individuals who guided them through purchase and delivery — creating a level of trust and partnership that resellers and distributors simply cannot replicate.</p>
28	Service force.	<p>The Fireblast Global service force is a small, powerful team of three Service experts who bring deep product knowledge and regional insight, allowing us to deliver constant results and personalized service across the United States. The team consists of highly collaborative professionals who strategically cover all regions. This structure enables close coordination, shared best practices and unified message — ensuring customer receives exceptional support no matter where they are. The service force team are all direct employees of Fireblast Global and are dispatched from our headquarters in Murrieta, CA throughout the United States. Their sole function is service and attending to the needs of our customers, with no overlap between service and sales.</p> <p>Fireblast maintains a strong, collaborative relationship with both our sales and service force to ensure the efficient and effective delivery of products and services for this solution.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process with Fireblast Global is designed to be direct, efficient, and customer focused. All orders are handled by our internal sales team, ensuring that customers work exclusively with Fireblast Global employees rather than third-party distributors or dealers. This approach provides a single point of contact, eliminates unnecessary layers, and guarantees clear communication throughout the ordering process.</p> <p>The process begins when a Fireblast Global sales representative connects with the customer. During these initial conversations, the sales representative takes the time to understand the client's unique needs and project goals. Based on these discussions, the representative recommends Fireblast Global solutions that best align with those requirements.</p> <p>Once the appropriate products and services are identified, the sales representative prepares a detailed quote. The customer reviews this proposal and, upon approval, provides a purchase order and/or executes a contract. The customer's dedicated sales representative will manage final placement of the order with Fireblast Global, using the assistance of our internal sales support team.</p> <p>At that point, the order is transitioned to Fireblast Global's engineering, planning, and production teams, who coordinate the design, manufacturing, and scheduling of the project. If the order includes installation, the Fireblast Care™ team works in collaboration with licensed contractors and local partners near the installation site to ensure efficient, high-quality delivery and setup.</p> <p>Throughout the entire process, Fireblast Global sales representatives remain actively involved, overseeing project execution and maintaining communication with the customer. This continuity ensures that customers receive seamless support from the first consultation through installation and into post-project service.</p>

<p>30</p>	<p>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>	<p>Fireblast Global is committed to delivering exceptional customer service through our dedicated Fireblast Care™ program, which is designed to provide customers with responsive, knowledgeable, and reliable support throughout the lifecycle of their equipment. Customer service is a cornerstone of our approach, and we ensure that every customer has direct access to our skilled team whenever assistance is needed.</p> <p>In addition to our sales representatives—who continue to support customers long after the initial sale—Fireblast Global maintains a specialized Fireblast Care™ team consisting of three highly trained service technicians and a customer service administrator. Together, they provide comprehensive technical support, troubleshooting, and on-site service as required. Our Fireblast Care™ Administrator operates from our California manufacturing facility, ensuring close coordination with the production team and immediate access to critical technical information. Our service technicians are strategically based in California, Arizona, and Texas, allowing us to provide timely coverage across much of the United States. Fireblast Global is actively planning to expand our Fireblast Care™ team into additional regions, particularly the Eastern states, to further strengthen proximity and responsiveness.</p> <p>The customer service process is designed to be clear, efficient, and responsive from the very first point of contact. Customers requesting service begin by calling Fireblast Global's main phone line, where they are immediately connected to our Fireblast Care™ Administrator. Depending on the nature of the request, the administrator either provides the customer with information on what to expect next or transfers the call directly to a technician for additional over-the-phone troubleshooting and technical assistance.</p> <p>For general inquiries or troubleshooting needs, our team responds, at most, within twenty-four hours on business days. In cases of urgent requests that impact active training operations, customers can reach our Care team around the clock—day or night, including weekends and holidays—ensuring they receive assistance when they need it most.</p> <p>Once the initial service request is logged and assessed, the Fireblast Care™ team provides clear expectations regarding the next steps. For general service visits, customers receive a written quote within forty-eight to seventy-two hours, and scheduling is completed within ninety days. For urgent service requests, particularly those involving safety devices or other critical safety concerns, our team prioritizes these matters with the ability to schedule on-site service as soon as the following week. This combination of structured standards and flexibility ensures that all service requests are addressed appropriately based on urgency, safety, and client needs.</p> <p>This model allows Fireblast Global to prioritize safety while maintaining strong customer satisfaction. By combining rapid response times, direct access to technical experts, and geographically distributed service technicians, we provide dependable support tailored to each client's specific requirements. While our service program does not rely on incentive structures for third-party providers—since all services are performed by Fireblast Global employees—our internal accountability and dedication to excellence serve as powerful motivators. Each member of the Fireblast Care™ team takes personal ownership of customer success, ensuring that service goals are not only met but consistently exceeded.</p> <p>In sum, Fireblast Global's customer service program is distinguished by its direct in-house support, clear and efficient service request process, rapid response capabilities, safety-focused prioritization, and long-term relationship model. This ensures that our clients can remain confident that their investment will continue to be supported at the highest level of care for years to come.</p>
-----------	--	--

<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Fireblast Global has both the ability and the willingness to provide our full range of products and services to Sourcewell participating entities. As a manufacturer of specialized training systems, we are well-positioned to leverage Sourcewell's cooperative purchasing model to deliver high-quality solutions efficiently, transparently, and with the highest level of customer support. We are frequently contacted by fire departments seeking to purchase our products through Sourcewell, a testament to our credibility and established market presence.</p> <p>Our direct-to-customer approach, with no reliance on outside distributors or resellers, makes us an ideal partner for Sourcewell and its members. By handling all sales, project management, service, and support in-house, Fireblast Global ensures that Sourcewell participants will always work directly with our employees. This structure not only simplifies the procurement process but also ensures accountability, consistent communication, and the highest level of product expertise from the initial order through long-term service.</p> <p>Fireblast Global understands the unique advantages that cooperative purchasing agreements provide to government agencies, educational institutions, and other Sourcewell members. Fireblast Global is prepared to honor this structure fully, providing transparent pricing, clear documentation, and the responsive service that has become the hallmark of our Fireblast Sales team and Fireblast Care™ program. We are frequently contacted by fire departments seeking to purchase our products through Sourcewell, a testament to our credibility and established market presence.</p> <p>In practical terms, this means that Sourcewell members will have access to our complete portfolio of training systems, installation services, and ongoing support, all delivered under the same quality standards that define our operations nationwide. Whether it is a community college seeking to expand its fire training program or a municipal agency investing in their continued training efforts, Fireblast Global is prepared to meet their needs through the Sourcewell platform.</p> <p>Our commitment to Sourcewell participants extends beyond product delivery. By combining our manufacturing expertise with our in-house sales and service teams, Fireblast Global ensures that every Sourcewell member benefits from tailored solutions, efficient order fulfillment, and long-term service support. In this way, Fireblast Global is not only able to serve Sourcewell participants—we are eager to do so, recognizing the importance of cooperative purchasing in expanding access to innovative training solutions across the country.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Fireblast Global is able and willing to provide our products to Sourcewell participating entities across Canada. We have a proven track record of successfully delivering equipment to Canadian customers, and our existing customer base across the country demonstrates our ability to navigate international logistics, customs, and compliance requirements to fulfill orders in a reliable and timely manner.</p> <p>While Fireblast Global is currently licensed and structured to provide sales and product delivery in Canada, we are not at present licensed to perform installation or service work in Canada. However, we recognize the importance of long-term service and support, and we will provide local contractors/professionals the tools they need to complete the installation. In addition, we are committed to expanding our capabilities in alignment with customer demand. Should Sourcewell participation generate increased interest from Canadian entities, Fireblast Global is fully prepared to obtain the appropriate licenses and credentials required to deliver on-site service within Canada.</p> <p>In the meantime, our Canadian customers benefit from direct access to our Fireblast Care™ team for troubleshooting, technical assistance, and remote support. Our in-house technicians and customer service representatives provide over-the-phone guidance and solutions with rapid response times, ensuring that Canadian entities are never without reliable support. Where on-site service is requested, we are committed to working proactively with local professionals directly and seamlessly.</p>

33	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>Fireblast Global is prepared to fully serve Sourcewell participating entities across the entire United States with no geographic limitations. Our in-house sales, project management, and Fireblast Care™ service teams are structured to provide nationwide coverage, ensuring that all U.S. participants (including Alaska, Hawaii, and US territories) have direct access to our products and support.</p> <p>In Canada, Fireblast Global is fully capable of selling and delivering our products to Sourcewell members and already has an established base of Canadian customers. As noted in the previous section, the only current limitation is with respect to on-site service work in Canada, for which we can work with and help support local professionals. Should demand increase, we are committed to obtaining the proper credentials to provide full service to Canadian entities. Until that time, Canadian customers will continue to benefit from product access, remote support, and technical assistance provided directly by our in-house Fireblast Care™ team.</p> <p>With this single exception regarding Canadian service installation, Fireblast Global has no other geographic restrictions and is committed to supporting all Sourcewell participants consistently and comprehensively.</p>
34	<p>Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.</p>	<p>Fireblast Global is committed to providing equal access to our products and services for all Sourcewell participating entities, regardless of account type. We do not impose restrictions based on whether an entity is a governmental agency, educational institution, or other eligible organization. Every participant in the Sourcewell cooperative has the same opportunity to procure our solutions under the terms of the agreement.</p> <p>In practice, our customers include a wide spectrum of organizations. We work extensively with municipal fire departments, providing them with state-of-the-art live fire training systems that prepare first responders for real-world emergencies. We also partner with community colleges and technical training academies, equipping them with safe, innovative facilities to train future firefighters and emergency service professionals. In addition, Fireblast Global has supported state agencies, military installations, and industrial customers, tailoring our systems to meet specialized training and safety requirements.</p> <p>This diversity of customers reflects our ability to serve Sourcewell members of all account types with the same level of dedication and quality. There are no account types of Sourcewell participating entities that would be restricted from full access to Fireblast Global's solutions. Our philosophy is to ensure that every Sourcewell member has equal opportunity to benefit from the quality, reliability, and support that define our company.</p>
35	<p>Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>Fireblast Global places no restrictions on providing our products and services to participating entities located in Hawaii, Alaska, or U.S. Territories. We are fully committed to serving these regions under the proposed agreement, and participating entities will have the same access to our solutions as those located in the continental United States.</p> <p>The only consideration for these locations is logistical in nature. Deliveries and on-site service in Hawaii, Alaska, and the U.S. Territories may involve longer lead times and higher freight or travel costs due to distance and transportation requirements. These factors do not limit access to our products or services, but they may influence scheduling and associated expenses. Fireblast Global manages these situations proactively by coordinating closely with each customer to plan delivery timelines and service visits that minimize disruption and ensure cost transparency.</p> <p>Importantly, Fireblast Global already has existing customers in these regions, which demonstrates our ability to manage logistics effectively and deliver high-quality solutions beyond the continental U.S. Our past experience ensures that we understand the unique requirements of these locations and can continue to support Sourcewell members there with confidence.</p> <p>Aside from these logistical considerations, there are no specific requirements or restrictions placed on participating entities in Hawaii, Alaska, or the U.S. Territories. All Sourcewell members in these regions can expect the same high-quality products, responsive service, and direct support that Fireblast Global provides nationwide.</p>

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Fireblast Global is fully willing to extend the terms of any master agreement awarded to nonprofit entities that are eligible to participate under the cooperative. We recognize the vital role nonprofit organizations play in advancing public safety, education, and community development, and we are committed to ensuring they have the same access to our solutions as governmental and educational entities.</p> <p>Our philosophy is that nonprofit participants should benefit from the same transparent pricing, streamlined procurement process, and dedicated support that are offered to all other Sourcewell members. This inclusive approach aligns with our broader mission of enhancing training and safety capabilities wherever they are needed, regardless of an organization's structure.</p> <p>Accordingly, Fireblast Global places no restrictions on nonprofit entities and is committed to delivering the same level of product quality, service responsiveness, and long-term support to these organizations under the awarded master agreement.</p>
----	---	---

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Fireblast has a comprehensive marketing plan to successfully promote our Sourcewell opportunity, emphasizing credibility, value, and accessibility for public agencies and nonprofits.</p> <p>Marketing Plan: Promoting Sourcewell Cooperative Agreement for Fire Training Equipment</p> <p>1. Objective Goal: Increase awareness and utilization of our Sourcewell-awarded fire training equipment contract among eligible public safety organizations nationwide.</p> <p>Outcomes:</p> <ul style="list-style-type: none"> • Establish Fireblast Global as the go-to Sourcewell vendor for fire training solutions. • Drive sales growth through Sourcewell's compliant purchasing pathway. • Build strong, long-term relationships with fire departments, training academies, and emergency management agencies. <p>2. Target Audience Primary:</p> <ul style="list-style-type: none"> • Fire chiefs and training officers • Fire academy directors • Municipal and county purchasing departments • Emergency management agencies • State and local government procurement officials <p>Secondary:</p> <ul style="list-style-type: none"> • Safety coordinators, fire marshals, and facility managers • Public safety procurement associations and cooperatives <p>3. Core Messaging Position our Sourcewell contract as the most efficient, compliant, and cost-effective way to purchase trusted fire training equipment.</p> <p>Key Messages:</p> <ul style="list-style-type: none"> • Nationally awarded contract: Skip the RFP — buy direct through Sourcewell. • Trusted equipment, proven performance: Used by fire academies and departments nationwide. • Fast, compliant procurement: Sourcewell meets local and state purchasing requirements. • Save taxpayer dollars: Leverage nationally negotiated pricing. • Partnership in preparedness: Supporting your mission to protect lives through better training. <p>Tagline ideas: Utilize a tagline or campaign theme such as: "Train Smarter. Save Time. Sourcewell + Fireblast Global, Inc." "Your Fire Training Solutions — Ready When You Are." "Procurement Made Simple — Powered by Sourcewell."</p> <p>4. Marketing Channels & Tactics A. Digital Marketing</p> <ul style="list-style-type: none"> • Dedicated Sourcewell Landing Page • Include contract number, eligibility info, and a clear explanation of how to purchase. • Highlight our top-selling fire training products (simulators, props, burn rooms, SCBA trainers, etc.). • Include customer testimonials from fire departments already using our equipment through Sourcewell.

- "Request a Quote via Sourcwell" / "Verify Eligibility."
- B. Email Campaigns
- Target fire chiefs, training officers, and procurement leads in municipalities and fire academies.
 - Include educational snippets like:
"Avoid the RFP — Sourcwell's cooperative contract makes procurement easy."
"Train more firefighters faster with Fireblast Global fire props, now available through Sourcwell."
- C. Social Media Marketing
- Social Media: Highlight contract benefits, customer stories, and "how-to" posts for procurement. Focus on visuals — firefighters in action, equipment demos, training moments.
 - Use hashtags: #FireTraining, #Sourcwell, #FireDepartment, #FireSafety.
- D. Educational Webinars
- Co-host with Sourcwell reps or a well-known fire training professional.
 - Topics: "Simplifying Fire Equipment Procurement Through Sourcwell" or "Modern Training Solutions for Safer Firefighters."
- E. Traditional & Field Marketing
- Trade Shows & Conferences
 - Exhibit at events like:
 - Fire-Rescue International (FRI)
 - FDIC International
 - State Fire Chiefs Association Conferences
 - Fire Training Design Expos
 - Include clear Sourcwell signage:
"Available on Sourcwell Contract #XXXXXX — Skip the RFP!"
- F. Printed Collateral
- One-page handouts and brochures specifically about our Sourcwell agreement.
 - Include our product categories, contact info, and an easy step-by-step guide for purchasing.
5. Demonstration Events
- Partner with local fire academies to host live demo sessions.
 - Promote that departments can buy the demo equipment directly through Sourcwell.
6. Partnerships & Public Relations
- Sourcwell Co-Marketing
 - Request to be featured on Sourcwell's vendor news, email spotlights, or case studies.
 - Collaborate on a press release announcing our contract availability.
7. Customer Success Stories
- Develop short case studies:
"How City X Fire Department Modernized Training Through Sourcwell."
 - Use these in sales emails, social posts, and on our website.
8. Public Safety Publications
- Advertise or submit articles in:
 - Firehouse Magazine
 - Fire Engineering
 - Fire Apparatus & Emergency Equipment
 - Focus on procurement simplicity and real-world impact.
9. Sales Enablement
- Create a Sourcwell Sales Kit for our sales team:
 - Talking points and FAQs
 - "Sourcwell Contract Cheat Sheet"
 - Email templates and proposal inserts
 - Add a "Sourcwell" badge to all quotes, email signatures, and product sheets.
 - Train our reps to lead with the ease of cooperative purchasing as a differentiator.
10. Sample Marketing Message
- "Fire departments across the country are upgrading their training safely and efficiently with Fireblast Global through Sourcwell. As an awarded Sourcwell vendor, we make it easy to purchase high-quality fire training equipment — no RFP, no red tape, just readiness."
- Fireblast Global will fully integrate the awarded Sourcwell cooperative contract into our national sales, marketing, and customer support operations to ensure seamless utilization and awareness.
1. Sales Enablement & Training
- All sales and business development staff will receive formal training on the Sourcwell contract, including eligibility, pricing, and procurement procedures.
 - A Sourcwell Quick Reference Guide will be built into our sales toolkit to standardize

		<p>messaging.</p> <ul style="list-style-type: none"> • Each quotation and proposal will include a Sourcwell reference statement highlighting the benefits of purchasing through the cooperative agreement. <p>2. Lead Management Integration</p> <ul style="list-style-type: none"> • Our CRM (Quickbase) will include Sourcwell tagging to track leads, opportunities, and awarded contracts derived from the cooperative. • This data will allow Fireblast Global to measure Sourcwell-related sales performance and improve campaign targeting. <p>3. Marketing and Outreach Alignment</p> <ul style="list-style-type: none"> • We will develop a dedicated Sourcwell webpage (fireblast.com/sourcwell) featuring contract details, member eligibility, and contact information. • Email campaigns, social media content, and trade show materials will promote the benefits of purchasing through Sourcwell, ensuring that every customer interaction reinforces the contract's advantages. • Joint promotional efforts with Sourcwell (e.g., webinars, case studies, and success stories) will be pursued to enhance visibility among member agencies. <p>4. Procurement Simplification for Customers</p> <ul style="list-style-type: none"> • Sourcwell membership and purchase instructions will be incorporated into all quotes and order documents. • Fireblast's customer service team will assist agencies in verifying membership and guiding them through the cooperative purchasing process. <p>5. Performance Reporting and Collaboration</p> <ul style="list-style-type: none"> • Fireblast will share periodic contract utilization reports and collaborate with Sourcwell's contract administration team to ensure accurate representation and continuous improvement in outreach effectiveness. <p>Fireblast Global views Sourcwell as a trusted partner that bridges innovation and accessibility. By fully embedding the Sourcwell cooperative agreement into our marketing and sales process, we ensure that public safety organizations can procure advanced fire training solutions with speed, transparency, and confidence.</p> <p>(See Sample Marketing Flyer and Sample Marketing Email)</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Fireblast Global, Inc., technology and data play a central role in how we reach, understand, and engage our customers across the fire service and public safety sectors.</p> <p>1. Data-Driven Audience Targeting We leverage digital analytics and customer relationship management (CRM) tools to identify trends, segment audiences, and tailor our messaging to different buyer types — from fire chiefs and training officers to procurement administrators. This ensures each campaign is relevant, personalized, and timed for maximum impact.</p> <p>2. Social Media & Digital Presence Our marketing team uses social media platforms such as Instagram, Facebook, and YouTube to share technical insights, live training demos, and success stories from departments using Fireblast equipment. These platforms help us build brand trust and reach both local and national audiences efficiently. Engagement metrics such as impressions, shares, and click-through rates are continuously monitored to refine content strategies.</p> <p>3. Web and SEO Optimization We analyze website metadata, search behavior, and landing page performance through Google Analytics and SEO tools. This allows us to improve content visibility, optimize product pages, and ensure procurement information—like our Sourcwell cooperative contract—is easily discoverable by decision-makers.</p> <p>4. Digital Content & Media Integration We use digital content such as interactive PDFs, virtual demos, and training videos to educate users about our technology-driven training equipment.</p>

39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>In our view, Sourcewell serves as both a trusted cooperative purchasing authority and an influential channel partner that amplifies vendor visibility and accessibility across the public sector. Its role in promoting awarded agreements is threefold:</p> <ol style="list-style-type: none"> 1. Credibility and Trust: Sourcewell's nationally recognized competitive solicitation process establishes a foundation of transparency and compliance. This credibility immediately enhances buyer confidence in Fireblast Global's products and services. 2. Visibility and Awareness: Sourcewell promotes awarded contracts through its national platform, website listings, digital newsletters, and outreach to thousands of member agencies. These efforts introduce Fireblast Global to qualified public safety and governmental customers who are already seeking pre-vetted procurement solutions. 3. Education and Enablement: By providing training, webinars, and cooperative purchasing resources, Sourcewell helps member agencies understand how to use awarded contracts effectively — reducing administrative burdens and accelerating purchasing decisions. <p>Through these collective roles, Sourcewell acts as a strategic multiplier for our marketing and sales reach, enabling Fireblast Global to connect with more departments efficiently and compliantly.</p>
40	<p>Are your Solutions 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>Fireblast Global does not utilize an Internal e-procurement system, however our solutions are fully compatible with e-procurement and digital purchasing systems. We have many customers that utilize their e-procurement system to order our products.</p> <p>Fireblast Global recognizes that many public agencies and cooperative members rely on electronic procurement to streamline purchasing, maintain compliance, and enhance transparency. To support this, our ordering process is designed to integrate seamlessly with Sourcewell's e-procurement environment as well as the digital platforms commonly used by member agencies.</p> <p>Key Features of Our E-Procurement Capability</p> <p>Digital Quotations and Purchase Orders</p> <p>Quotes can be issued, accepted, and processed electronically via secure email, PDF, or integrated procurement systems.</p> <p>Purchase orders are accepted through electronic submission, including systems such as Bonfire, GovQuote, OpenGov, and other cooperative portals where applicable.</p> <p>Online Contract Access</p> <p>Once awarded, Fireblast Global will maintain a dedicated Sourcewell webpage (fireblast.com/sourcewell) providing contract details, downloadable specifications, pricing information, and contact forms for direct quote requests.</p> <p>Electronic Invoicing and Documentation</p> <p>All documentation — including quotes, order confirmations, and invoices — can be delivered digitally, supporting agencies' record-keeping and audit requirements.</p> <p>MRP and Order Tracking Integration</p> <p>Fireblast's internal MRP system enables electronic tracking of quotes, order status, and delivery timelines, ensuring full visibility from initial inquiry through fulfillment.</p> <p>Procurement Support and Customer Service</p> <p>Fireblast Global's fire training equipment solutions are readily available through modern e-procurement and cooperative purchasing systems, ensuring a fast, compliant, and paperless transaction process for Sourcewell member agencies.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
-----------	----------	------------

<p>41</p>	<p>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.</p>	<p>Fireblast Global, Inc. is a leading U.S. manufacturer of live fire training systems, providing safe, realistic, and environmentally responsible training solutions for fire departments, academies, military, and emergency response organizations. Our product line includes fixed and portable gas-fired training props designed to replicate real-world fire scenarios while maintaining full control and safety. Fireblast also produces maze trainers, ARFF trainers, hazmat trainers, flashover units, and thermal lining systems that enhance critical firefighter skills. Each system is engineered to meet NFPA standards and supported by advanced digital control technology for precise scenario management. In addition to equipment manufacturing, Fireblast offers turnkey installation, operator training, and preventive maintenance programs, backed by a nationwide service team. Together, these integrated solutions help departments train smarter, safer, and more sustainably.</p> <p>Fireblast Global, Inc. provides comprehensive training and support programs to ensure that all Sourcewell participating entities operate their fire training equipment safely, efficiently, and with confidence. Our Product and Equipment Training includes on-site instruction covering system operation, scenario setup, safety procedures, and maintenance. Each program is tailored to the specific configuration and needs of the customer.</p> <p>Through our Operational Instruction Training Program, we train instructors and facility managers to independently operate and maintain Fireblast systems. Fireblast also offers preventive maintenance and technical service programs to extend equipment life and reduce downtime. Services include scheduled inspections, system calibration, remote diagnostics, and priority response under annual service agreements.</p> <p>Fireblast maintains a long-term partnership approach, with continuous assistance from our engineering and service teams. We actively collect user feedback to refine our products, software, and training programs — ensuring each system performs safely and effectively for years to come. Fireblast Global delivers comprehensive support that integrates product quality, user education, and responsive service to help Sourcewell members achieve training excellence and operational reliability.</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>For Fireblast Global, the technological advances that our proposed Solutions offer fall into several key areas, each strengthening our capabilities in training system design, efficiency, and reliability. Below is a breakdown of the major technological advances and how they benefit our customers.</p> <ol style="list-style-type: none"> Gas-Fueled Infrastructure: Fireblast Global's gas fired systems are supported by advanced control systems (PLC – Programmable Logic Controllers and HMI - Human Machine Interface) Touch Panels. They also incorporate burner modules with features like multi-zone ignition, flame spread/extension, and automated safety monitoring (LEL sensors, thermocouples, ignition modules). Training systems are engineered for realistic and configurable fire behavior, simulating scenarios across structural, ARFF, HAZMAT, and maritime environments. Each system integrates advanced controls and sensors for accurate response and user safety, providing the most authentic and efficient training experience available today. Increased Training: Because our systems are gas-fired with controlled burner modules and advanced safety systems, there is less cleanup, quicker resets, and fewer restrictions compared to conventional burn props. As a result, the technology in our gas fired training props allow firefighting students to get more fire evolutions per hour and have less downtime in between burns. For fire departments, the ability to replicate realistic and varied incident types is a high value. Proprietary-Patented Fire Training System Innovation: The most technologically advanced Fireblast solution is our patented Quick-Burner™ technology, which represents a breakthrough in fire training props, delivering simplified maintenance and unmatched system reliability. The QuickBurner™ is an independent removable pilot and burner device. It is a fixed mounted unit that is designed to be completely removable and interchangeable with all additional mockups in the training center. The device is designed to be removed in its entirety for service and maintenance in under two minutes without the use of any tools. The device includes ignition system components, gas delivery, and flame safeguard equipment. All components of the pilot and burner system are manufactured utilizing stainless steel to extend the life of the product. QuickBurners are interchangeable so if one goes down, the customer can utilize one from another prop or they can purchase a spare to keep onsite. In the event a prop goes down, they can swap it out and be back up and running immediately. <p>The QuickBurner™ is revolutionizing the fire training system industry as a maintenance friendly design that reduces downtime and lifecycle cost, which is attractive to public agency budgets. For agencies, this leads to lower lifecycle cost, less downtime and more training sessions. This focus on maintenance and reliability addresses common pain points in live fire training, such as downtime, repair cost and inconsistent performance.</p> <p>Fireblast Global is the only manufacturer offering the QuickBurner™, thus it is manufactured, sold and distributed exclusively by Fireblast Global. There are no similar or competing products with this desired maintenance method, replacement or features.</p>

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Although certified "green" initiatives do not relate to our products, the premise of gas-fired training props opposed to Class A training props is a "green" initiative solution. Propane supports Fireblast Global's mission to provide safe, sustainable, and effective live-fire training. By using propane, training centers reduce emissions, improve air quality, and achieve realistic firefighting instruction with minimal environmental footprint.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A. See Response #43.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Fireblast Global has several unique attributes summarized below:</p> <p>1. Advanced Fabrication & Engineering Technology Fireblast Global is the only fire training system supplier providing a fully integrated solution encompassing design engineering, fabrication, installation and lifecycle support – all performed in house. This eliminates reliance on multiple subcontractors and ensures consistent quality, schedule control, and accountability from concept through commissioning.</p> <p>Fireblast Global is the only fire training system manufacturer that operates with state-of-the-art custom metal fabrication technology, including precision fiber-laser CNC cutting systems and automated press-brake forming. These tools enable Fireblast to offer custom solutions, faster production, and superior quality. These in-house assemblies ensure exceptional consistency and efficiency. High precision means less field modification and easier installation. Our transparent manufacturing process allows for better quality control.</p> <p>2. Lean Manufacturing Fireblast Global studied Lean principles in Japan and applies Lean Manufacturing throughout our operations to reduce waste and foster a culture of continuous improvement. Our process of continuous improvement and waste reduction initiatives improve throughput, quality assurance, and cost control. These efficiencies translate directly into competitive pricing, faster delivery schedules, and reliable performance for our customers.</p> <p>Driven by a commitment to make even the best better, Fireblast continually refines our products and processes. Ongoing research, employee training, and technology adoption promote continuous improvement across all operations. This innovation focused culture ensures that Fireblast Global remains an industry leader delivering cutting edge solutions to our customers.</p> <p>3. Integrated Turnkey Project Delivery Fireblast Global provides end-to-end project integration — from design and engineering through fabrication, installation, and lifecycle support. This unified approach ensures seamless communication, simplified project management, and on time completion. All systems are engineered to meet site specific requirements and evolving training standards, ensuring optimal performance and long term value.</p> <p>Fireblast Global offers Sourcwell participating entities a unique combination of turnkey design, engineering, fabrication, a broad portfolio of advanced fire training systems (structural, vehicle, maritime, ARFF, HAZMAT), upgradeable platforms, field proven maintainability and lifecycle value, and industry leading realism and control technology. Because we serve small to large agencies, our solution aligns with the cooperative purchasing model: multiple agencies, shared contract and predictable pricing. Fireblast Global's integration of manufacturing, controls, and site specific custom engineering makes our offering distinct in the market and optimal for Sourcwell members seeking high performance, low risk, and long term value.</p> <p>In summary, Fireblast is the only in-house live fire training system fabricator, resulting in higher quality and faster delivery. Our Lean Manufacturing and process innovations improve efficiency, reduce cost, and ensure reliable delivery. Our continuous improvement culture guarantees evolving value in our training props. For Sourcwell members, this translates into simplified procurement, lower administrative burden, and predictable outcomes under a single vendor relationship. We invite all our potential customers to visit our manufacturing facility and witness the exceedingly high standards of quality built into our products</p>

<p>46</p>	<p>Explain your licensing process and service agreements with end users.</p>	<p>Fireblast training equipment/technology does not require any licensing by the end user. Our systems are certified from a Nationally Recognized testing Laboratory (NRTL) in compliance to UL 508A, NFPA 54, 58, 86, and 1402. The NRTL meets the requirements of OSHA 29 CFR 1910.7. Fireblast also holds a compliancy letter from an Independent Engineering firm of a completed safety analysis and flame failure analysis of the operational system in compliancy with MIL-STD 882D.</p> <p>At Fireblast Global we realize that it is not about the products we supply, but about the post-purchase support service we provide that matters most. Fireblast Global is more than an equipment supplier, we are a training partner and our users are part of our family. The Fireblast Care Department ensures that all customer needs are given prompt attention. The Fireblast Care Department is responsible for the coordination of all post service support. Post service support is provided by members of the Field Service Group in addition to members of the manufacturing Technical Support Staff. Each Fireblast representative is cross trained to offer the most diverse support group available in the live fire training industry.</p> <p>Post service support begins prior to delivery with the coordination of operational instruction including a preventative maintenance segment for all trained operators. After delivery and training, the manufacturer's warranty period is initiated and includes coverage of all working components and workmanship for the contracted time period.</p> <p>During the warranty period, support begins upon notification of a deficiency to the Customer Service Representative. Notification can be received via email, fax, or phone. The Customer Service Representative will compile the information and locate an available Field Service Representative. A response to the notification will be received in the same business day. Phone service will be offered to assist in the immediate return to service of the equipment. If remote access capabilities are available, a qualified support representative will access the training system via Ethernet connection and attempt to resolve the deficiency. In the event that our internal support does not resolve the claim, a Customer Service Representative will be dispatched to the equipment location for repairs.</p> <p>After expiration of the contracted warranty period, an ongoing preventative service agreement can be extended for the life of the training equipment. Fireblast Global will send notification of the warranty expiration and information on the annual maintenance agreement. Annual Maintenance Agreements include one preventative service visit in a calendar year. Services include service of operation equipment, safety feature, software upgrades, calibration, factory adjustments and testing. Upon completion of service, a field service report will be generated. Additional visits required throughout the year will be offer at reduced rates. Phone service and software upgrades are included during the calendar year at no additional fee.</p>
<p>47</p>	<p>Describe your offering's compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI), Canadian Safety Association (CSA), and Technical Standards and Safety Association (TSSA)</p>	<p>All Fireblast equipment is certified from a Nationally Recognized testing Laboratory (NRTL) in compliance to UL 508A, NFPA 54, 58, 86, and 1402. The NRTL meets the requirements of OSHA 29 CFR 1910.7. Fireblast also holds a compliancy letter from an Independent Engineering firm of a completed safety analysis and flame failure analysis of the operational system in compliance with MIL-STD 882D.</p> <p>Code Compliancy</p> <ul style="list-style-type: none"> NFPA 54 National Fuel Gas Code NFPA 58 Liquefied Petroleum Gas Code NFPA 70 National Electrical Code NFPA 79 Electrical Standards for Industrial Machinery NFPA 1001 Standard for Fire Fighter Professional Qualifications NFPA 1402 Standard on Facilities for Fire Training and Associated Props NFPA 1403 Standard on Live Fire Training Evolutions UL 508A Standard for Industrial Control Equipment ANSI Z21 & 83 Series Standard for Gas Utilization Equipment MIL STD 882D Department of Defense Standard Practice for System Safety

48	Explain and provide information about any design services you offer.	<p>Fireblast Global offers comprehensive design services tailored to fire training systems, including initial concept development, budget estimation, site layout optimization, ventilation design, controls integration, and facility commissioning. Our design professionals work in collaboration with architects, engineers, and end user staff to ensure the final system is cost effective, code compliant, aligned with the long-term training objectives and has the best training value. Because design, fabrication, installation and commissioning are integrated under one roof, projects benefit from reduced coordination risk, clearer scope and predictable schedule.</p> <p>Sample workflow of Fireblast Design Services:</p> <ol style="list-style-type: none"> 1. Initial Concept: Fireblast engages with the end user to understand training objectives, site constraints, budget, code/regulatory context. 2. Preliminary Design: Utilizing CAD models, layouts, and systems drawings to present options, show how components will fit, and what the infrastructure will require (ventilation, gas/fuel systems, structural supports). 3. Budget Planning: As part of the design phase, cost forecasting and scheduling are produced so the customer can assess viability and plan procurement. 4. Detailed Engineering: Design layout including prop placement, piping for fuel/gas, burner systems, electrical panels, PLC/HMI controls, structural frames for props, etc. <p>Fireblast's design capabilities translate into value for Sourcewell Members:</p> <ol style="list-style-type: none"> 1. Clear Scope: The upfront design model means fewer surprises in site layout, code compliance, infrastructure requirements, and budget, helping public agency procurement avoid change orders. 2. Single-Vendor Accountability: Because Fireblast covers design, fabrication and installation, the design services assure that manufacturability and site implementation are aligned (rather than having a subcontracted vendor design something impractical). 3. Better Timeline Control: With design integrated early and linked to manufacturing, schedule alignment is more predictable, which is important for public sector delivery. 4. Future Expansion: Design for modularity, expansion and retrofit means the solution has a longer useful life and better lifecycle cost.
----	--	---

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Small Women Owned
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Small Women Owned
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Small Women Owned
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Small Women Owned

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Fireblast Global payment terms are Net 30. Acceptable payment methods are check or electronic ACH.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Fireblast Global does not currently offer any leasing or financing options.
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As a supplier, Fireblast Global's procurement process operates off a simple PO system. Once a Sourcwell PO is issued, the order will be entered for processing with no other transaction documents needed in connection with the awarded agreement.
61	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?	Fireblast Global does not currently accept P-card payments.

62	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.	The Fireblast Global pricing model is line-item discount on our entire product line. See attached price sheet which includes list pricing and the Sourcewell discounted price.
63	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.	Fireblast Global is offering 5% discount from MSRP.
64	Describe any quantity or volume discounts or rebate programs that you offer.	Fireblast Global will consider quantity or volume discounts on a case-by-case basis.
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Fireblast Global intends to offer our complete product line for this Sourcewell agreement, thus there is not a current need for "open market" items. However, if there is a future need, all "open market" items will be quoted for each such request.
66	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.	Fireblast Global offers turn-key solutions. As such, all products offered include manufacturing, installation, set up and training. The only elements of the total cost that are NOT included in the pricing submitted are freight and sales tax (if applicable).
67	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 is calculated per mile based on delivery address. Freight will be added to each Sourcewell quote.
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fireblast can quote and include delivery and shipping to non-contiguous U.S. states (Alaska, Hawaii), U.S. territories, and Canada if needed. Freight will be arranged through a third-party freight carrier. Freight quote shall specify incoterm, insurance, customs/brokerage (if applicable), delivery to site including unloading, and any surcharges. Fireblast shall provide a clear schedule of lead times, freight cost allowances or surcharges and outline handling of export documentation, customs clearance, and service/installation logistics for deliveries outside the Lower 48 contiguous United States.

<p>69</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Fireblast Global manufactures all training systems and fabricated components at its Murietta, California headquarters and ships directly from the production facility to the customer. Each project includes a Delivery Coordination Plan aligned with the customer's site schedule, permitting phased shipment if desired. This flexibility supports projects that must align with municipal budgeting cycles, weather windows, or training schedules.</p> <p>Fireblast's logistics team works directly with the contracting entity to ensure proper coordination for the delivery and installation phase. Delivery Coordination also allows Fireblast to coordinate specialized packaging, crating, and climate sensitive shipping tailored to the unique dimensions and materials of training systems.</p> <p>Fireblast's logistics process extends beyond delivery to include on-site staging, installation, and commissioning (if needed). Equipment is delivered using coordinated flat-bed or containerized shipments, scheduled in line with project site readiness. This "delivery-to-commissioning" model is unique in the industry, ensuring a single vendor chain of custody.</p> <p>Fireblast routinely supports deliveries to all 50 U.S. states, Canada, and overseas projects. We utilize trusted logistics carriers — over-the-road trucking, rail, and containerized ocean freight for Alaska, Hawaii, and offshore deliveries. For international projects, Fireblast provides complete export documentation, customs coordination, and freight insurance to ensure compliant and damage free delivery.</p> <p>Fireblast Global delivers a complete, manufacturer-direct, turnkey logistics model that integrates fabrication, freight, on-site installation, and commissioning. Our flexible shipping options for remote destinations, and direct field supervised delivery provide Sourcewell members with faster deployment, reduced coordination risk, and predictable project outcomes unmatched in the industry.</p>
<p>70</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Fireblast takes pride in the partnerships and cooperative agreements we hold. Fireblast Global's self-audit and compliance program combines system based pricing controls, periodic audits, centralized recordkeeping, and dedicated contract management oversight. This ensures that every Sourcewell participating entity receives the correct pricing, consistent service quality, and full transparency throughout the life of the agreement.</p> <p>Training: Fireblast shall conduct training and work with our sales team to provide awareness and tools necessary to complete a cooperative sale from start to finish.</p> <p>Purpose and Commitment: Fireblast Global is committed to maintaining full transparency, accountability, and pricing integrity under the Sourcewell cooperative purchasing agreement. To uphold this commitment, Fireblast utilizes Quickbase for tracking quotes/sales and Microsoft Navision for tracking sales/financials. We have created the required cooperative contracts field to be utilized for each Sourcewell member opportunity. The two software programs together create a checks and balance to monitor this commitment. The company will employ a formal Self-Audit and Contract Compliance Program designed to verify that all Sourcewell participating entities receive accurate, contract-approved pricing, that all transactions comply with Sourcewell terms, conditions, and scope of contract and that documentation and records are maintained to enable full traceability and audit review.</p> <p>Internal Oversight: Fireblast Global's compliance oversight is jointly managed by the Contracts Administration Department and Finance/Accounting Division. A designated Sourcewell Contract Specialist serves as the single point of contact responsible for ensuring that all quotes, invoices, and project records align with approved Sourcewell pricing and discount schedules. Quarterly compliance reviews are conducted by the Internal Contracts Administration team to confirm adherence to pricing, reporting, and service obligations.</p> <p>Quote and Pricing Verification: Before any quote or purchase order is issued under a Sourcewell contract, the Sales Team uses a centralized pricing matrix tied directly to the Sourcewell approved rate schedule. The matrix is</p>

		<p>locked in the company's system to prevent unauthorized price changes or discount deviations. Each quote undergoes a dual-level review by both the Sales Manager and Contract Specialist prior to release to the customer. Once accepted, pricing is automatically archived and cross referenced to the Sourcwell contract number for audit retrieval. This ensures participating entities always receive the correct discounted pricing as negotiated and approved in the Master Agreement.</p> <p>Transaction and Recordkeeping: Fireblast Global maintains electronic records for each Sourcwell transaction. Records include customer name and entity designation as a Sourcwell participant, quotation and purchase order copies, detailed cost breakdowns showing base price and applicable Sourcwell discounts, proof of delivery and acceptance documentation. All data are stored within a secure, access controlled ERP environment and are readily available for Sourcwell audit upon request.</p> <p>Periodic Internal Audits: A formal semi-annual self-audit will be performed by Fireblast Global's internal audit team. This review includes random sampling of Sourcwell transactions, verification that pricing matches contract schedules, confirmation that proper documentation was retained and review of any customer feedback.</p> <p>Transparency and Cooperation with Sourcwell: Fireblast Global will cooperate fully with any Sourcwell initiated audit or contract performance review. Requested documentation will be supplied promptly and in digital format. The company will also participate in annual performance review calls with Sourcwell's contract administration team to ensure continued alignment and transparency.</p> <p>Continuous Improvement and Training: All sales, contracts, and finance personnel shall receive annual compliance training specific to Sourcwell cooperative purchasing procedures. Lessons learned from each audit cycle will be incorporated into Fireblast's continuous improvement program to ensure ongoing accuracy, consistency, and efficiency.</p>
71	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>Fireblast Global will track quantitative and qualitative performance metrics, ranging from pricing accuracy and on-time delivery to customer satisfaction and contract utilization, to measure the success of our Sourcwell partnership. These indicators provide a transparent framework for accountability, continuous improvement, and member value throughout the life of the agreement.</p> <p>Fireblast Global is committed to continuous performance improvement and transparent measurement of outcomes under the Sourcwell cooperative purchasing agreement. Our goal is to ensure that every participating entity receives exceptional value, on-time delivery, and consistent pricing while demonstrating measurable success in contract adoption and customer satisfaction.</p> <p>Key Internal Metrics Tracked Contract Utilization and Growth</p> <ul style="list-style-type: none"> • Number of Sourcwell participating entities served per quarter and year. • Total contract sales volume compared to forecasted growth targets. • Percentage of repeat customers purchasing additional systems or services through the Sourcwell contract. • Geographic distribution of usage, including engagement by small, rural, or remote entities. <p>Purpose: Tracks reach, accessibility, and effectiveness of the cooperative contract across diverse member types.</p>

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Fireblast Global proposes an Administrative Fee payable to Sourcewell for the support and services of 2%.
----	---	---

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	All pricing and discounts offered under this Sourcewell proposal are equal to or better than those offered to our most favored commercial, governmental, or institutional customers under similar circumstances.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *

<p>74</p>	<p>Provide a detailed description of all the Solutions offered, offered in the proposal.</p>	<p>Fireblast Global offers a complete, turnkey line of fire training solutions that span every phase of project delivery, from design and engineering through manufacturing, installation, and lifecycle support. We provide advanced live fire training systems including interior and exterior gas fired training props, vehicle and aircraft rescue (ARFF) simulators, HAZMAT and maritime trainers, mobile fire training units, and thermal lining systems for training centers. All systems are engineered for realism, safety, and efficiency, using proprietary burner technology and PLC/HMI controls for precise fire behavior. Supported by comprehensive design, commissioning, and Customer Care service programs, Fireblast delivers fixed and mobile training environments that meet NFPA standards and provide long term value to Sourcwell members.</p> <p>1. Design Services Comprehensive modeling, layout optimization for fire training facilities. Custom, site specific design of props, training structures, mobile units, control panels and integration into existing facilities.</p> <p>2. Live Fire Training Systems (Training Props) This is the core product offering for fire training agencies, covering a wide variety of scenarios:</p> <ul style="list-style-type: none"> • Gas-Fired Training Props: These include interior structural fire trainers (ex. bed prop, stove prop, sofa prop, flashover prop, desk prop, etc.), interior car props, industrial props, hazmat props and specialized fire scenarios. • Exterior Gas-Fired Props : The Falcon EX and Falcon DX product lines allow portable or fixed exterior training props (exterior car prop, gas meter prop, fuel spill prop, pressure vessel prop, dumpster, industrial props, hazmat props etc.). • Mobile Fire Training Units/Trailers: Our mobile structural trainers enable departments to bring live fire training to their location or rotate through campuses. They provide interior and exterior attack scenarios, flashover props, forcible entry, ventilation, smoke generation and are available in multiple configurations • ARFF (Aircraft Rescue & Firefighting) Trainers: For aviation and military fire training, Fireblast offers fixed expandable ARFF systems and mobile ARFF units including gas fired props simulating aircraft fuselage, engine fires, wheel/brake fires and rescue operations. • Maritime Fire Training Systems: Trainers designed for ship decks, marine vessels, barge style floating trainers or ground based ship simulators with realistic marine doors, hatches, ladders and gas-fired fire features. • HAZMAT Training Props: Specialized training units for hazardous materials response including hazmat tanker fires, rollover tankers, and hazardous liquid/gas leak scenarios. • Thermablast Lining System: Specialized thermal lining system designed for live fire training building burn rooms. The systems is composed of a calcium silicate insulation board mounted to an integrated steel framing system that provides an air gap behind the insulation board for added thermal reduction. The board is rated for direct flame impingement and can be used in applications reaching up to 2,000 °F (1,093 °C). The system is designed for both new construction and retrofit into existing facilities.
<p>75</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The subcategory titles that best describe Fireblast products and services are below:</p> <p>a. Facilities, structures (fixed or mobile); Fireblast manufactures mobile live fire training structures as well as provides thermal lining systems for facilities/structures (fixed or mobile), which fall under "Facilities, structures (fixed or mobile)".</p> <p>b. Equipment, props, supplies, rentals, and consumables; Fireblast manufactures interior and exterior gas fired training props, car props, ARFF trainers, maritime trainers, consumable and replacement components which fit the "Equipment, props, supplies, rentals and consumables" sub-category.</p> <p>d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and, While our main focus is manufacturing and supplying gas fired training props, Fireblast also offers Operational Instruction, which is training for operators/instructors on the proper operation of their Fireblast equipment, thus touching the "Instructional, educational, training programs, incident-based training and learning" sub-category.</p> <p>e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization. Fireblast offers design, installation, commissioning, maintenance, and integration services for our training equipment, falling under the category of "Services... including design, installation, maintenance, repair, training, integration, support and customization".</p>

76	Describe your products/services interoperability and integration with other public safety equipment, software and systems, if applicable.	Fireblast Global designs all of its training systems and facility solutions with standard industrial controls, and flexible integration capabilities to ensure consistency with a wide range of public safety equipment. However, Fireblast Global's training systems are purpose built and operate on a proprietary control system specifically engineered to ensure safety, reliability, and precise control of live fire environments. Due to this proprietary design, Fireblast systems are not intended for direct interoperability or integration with third-party public safety software platforms, simulation systems, or external equipment controls.
----	---	--

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Facilities, structures (fixed or mobile)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fireblast manufactures mobile live fire training structures as well as supplies thermal lining systems for facilities/structures (fixed or mobile).
78	Equipment, props, supplies, rentals, and consumables	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fireblast manufactures interior and exterior gas fired training props, car props, ARFF trainers, maritime trainers, consumable and replacement components
79	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
80	Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fireblast offers Operational Instruction, which is training for operators/instructors on the proper operation of their Fireblast equipment.
81	Services, equipment, and software directly related to the offering of the solutions described in #76 - 79 above, including design, installation, maintenance, repair, training, integration, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fireblast offers design, installation, commissioning, maintenance, and integration services for our training equipment

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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 - 1. PRICING - 10.23.25.pdf - Wednesday October 22, 2025 17:22:21
- Financial Strength and Stability - 2. FINANCIAL STRENGTH & STABILITY - 10.23.25.pdf - Wednesday October 22, 2025 17:22:31
- Marketing Plan/Samples - 3. MARKETING PLAN & SAMPLES - 10.23.25.pdf - Wednesday October 22, 2025 17:22:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - 7. ADDITIONAL DOCUMENTS - 10.23.25.pdf - Wednesday October 22, 2025 17:22:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Jessica Kuehl, Contract Specialist, Fireblast Global, Inc.

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 obligations contemplated in the solicitation proposal.

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_4_Public_Safety_Training_RFP_102325 Thu October 16 2025 04:26 PM	<input checked="" type="checkbox"/>	5
Addendum_3_Public_Safety_Training_RFP_102325 Fri October 10 2025 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Public_Safety_Training_RFP_102325 Mon September 15 2025 04:09 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Public_Safety_Training_RFP_102325 Mon September 8 2025 04:03 PM	<input checked="" type="checkbox"/>	2

Fireblast Global #102325-FRB

Pricing for contract #102325-FRB offers Sourcewell participating agencies the following discounts:

- 5% discount from MSRP
- Quantity or volume discounts may be available on a case-by-case basis

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

Topic:

Hurst eDraulic Rescue Tools (Training Center) – MES (Sandy Hook, CT) \$ 65,359.17

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HFD_Consent_-_Hurst_eDraulic_Rescue_Tool.pdf

Hurst_Tools_Memo.pdf

MES_Hurst_Quote.pdf

MES_Hurst_Contract.pdf

Description

Consent Hurst eDraulic
Rescue Tool

Hurst eDraulic Rescue
Tools - Training Center
memo

Hurst eDraulic Rescue
Tools - Training Center
quote

Hurst eDraulic Rescue
Tools - Training Center
Contract

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 will upgrade our technical rescue equipment package to match the front-line equipment. This will contribute to training and operational enhancements.

J. DeBacco 6/3/24
Signature / Date

J. DeBacco 6/3/24
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

June 23, 2026

TO: Scott Nicewarner, City Administrator
FROM: John DiBacco, Fire Chief *J. DiBacco*
SUBJECT: Hurst eDraulic Rescue Tools – Training Center

Staff is requesting Mayor and Council approval to purchase HURST eDRAULIC rescue tools from Municipal Emergency Services (MES) at a cost of \$65,359.17, funded through the Training Center Capital Improvement Program (CIP) budget, for use at the Hagerstown Fire Department Training Center.

The proposed purchase will replace the existing HURST rescue equipment currently assigned to the Training Center with modern battery-powered eDRAULIC rescue tools that closely mirror the equipment currently utilized on front-line Hagerstown Fire Department apparatus. This replacement supports the Department's commitment to ensuring firefighters are trained using equipment and operational practices that closely reflect real-world emergency response conditions.

The Hagerstown Fire Department routinely utilizes hydraulic rescue tools during vehicle collisions, heavy vehicle incidents, machinery rescues, and technical rescue emergencies requiring patient disentanglement, stabilization, and access. The current Training Center rescue equipment no longer reflects the technology, performance, or operational characteristics of the rescue systems currently deployed on Department apparatus.

The proposed purchase will allow firefighters to “practice like we play” by training with equipment that operates similarly to what they will encounter during actual emergency incidents. This approach improves:

- Operational familiarity and proficiency
- Realistic hands-on training
- Firefighter confidence and muscle memory
- Efficiency and effectiveness during rescue operations
- Safe and effective deployment of rescue tools under emergency conditions

The new rescue tool package will support both entry-level firefighter training and advanced rescue instruction, including vehicle extrication, heavy vehicle rescue, stabilization operations, technical rescue scenarios, and advanced rescue problem-solving exercises.

By utilizing equipment that mirrors front-line operations, the Department can better ensure that firefighters develop consistent operational habits and maintain proficiency with the tools they may be required to deploy during actual emergency incidents.

Funding for this purchase is available within the Training Center Capital Improvement Program budget, and adequate funds exist to support the acquisition.

Staff respectfully request Mayor and Council approval for the purchase of the HURST eDRAULIC rescue tools from Municipal Emergency Services (MES) and appreciate your continued support of firefighter training and the Department's mission to provide safe and effective emergency services to the community.



(877) 637-3473

Quote

Quote # QT2077091
Date 06/02/2026
Expires 06/17/2026
Sales Rep Dunn, William
Shipping Method FedEx Ground
Customer CITY OF HAGERSTOWN (MD)
Customer # C33541

Bill To

CITY OF HAGERSTOWN
 Brian Henry
 929 Eldridge Drive
 Hagerstown MD 21740
 United States

Ship To

CITY OF HAGERSTOWN
 Brian Henry
 929 Eldridge Drive
 Hagerstown MD 21740
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272989000-9C			S 789 E3 Connect Cutter 9Ah Package- (Includes S 789 E3 Cutter, (2) 9Ah batteries, (1) 110V Charger) + CAPTIUM List price is \$17,606.60.	1	\$16,726.27	\$16,726.27
271977000-9C			SP 777 E3 Connect Spreader 9Ah Package - (Includes SP 777 E3 Spreader, (2) 9Ah batteries, (1) 110V Charger) + CAPTIUM List price is \$19,828.36.	1	\$18,836.94	\$18,836.94
274987000-9C			CR 522E3 Connect Ram 9Ah Package- (Includes R 522 E3 Ram, (2) 9Ah batteries, (1) 110V Charger) + CAPTIUM List price is \$14,273.96.	2	\$13,560.26	\$27,120.52
541C059			HURST Jaws of Life Ram Claw Set	1	\$1,403.44	\$1,403.44
81-67-20			Chain Set (KSV 11)	1	\$1,272.00	\$1,272.00

Reference Montgomery County contract #1168967.

Contact: C33541 CITY OF HAGERSTOWN (MD) : Russell Grim (301) 791-2544

Subtotal \$65,359.17
Shipping Cost \$0.00
Tax Total \$0.00
Total \$65,359.17

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2077091

SIGNATURES

MES Service Company, LLC

MONTGOMERY COUNTY, MARYLAND

By: John Walker
SIGNATURE

By: _____
Avinash G. Shetty, Director
Office of Procurement

1/22/2026
Date

Date

Typed: John Walker

RECOMMENDED BY:

Title: CFO

By: Dominic Del Pozzo for
Corey Smedley, Fire & Rescue Chief
Montgomery County Fire & Rescue Service

1/21/26
Date

**APPROVED AS TO FORM AND LEGALITY
BY THE OFFICE OF THE COUNTY
ATTORNEY**

By: _____
Puja K. DeWire
Assistant County Attorney

Date

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

Topic:

Paratech Equipment (Training Center) – Fire & Rescue Products of Harrisburg (Harrisburg, PA)
\$ 40,072.76

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Paratech_memo.pdf

FRP_Sales_Quote_Hydrافusion_8932.pdf

FRP_Sales_Quote_Hydrافusion_9121.pdf

Paratech_consent.pdf

Paratech_9181.pdf

Description

Paratech Equipment -
Training Center Memo

Paratech Equipment -
Training Center quote

Paratech Equipment -
Training Center quote

Paratech Equipment -
Training Center consent

Paratech Equipment -
Training Center quote



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 23, 2026

TO: Scott Nicewarner, City Administrator

FROM: John DiBacco, Fire Chief *J E DiBacco*

SUBJECT: Paratech Hydrافusion Stabilization and Lifting Kits

Staff is requesting Mayor and Council approval to purchase a low-pressure air bag lifting system and Paratech Hydrافusion stabilization and lifting kits from Fire & Rescue Products, Harrisburg, Pennsylvania, at a total cost of \$40,072.76 to support training and emergency operations for the Hagerstown Fire Department.

The proposed equipment purchase will significantly enhance the Department's ability to deliver hands-on technical rescue, heavy vehicle collision, stabilization, and lifting training at the Hagerstown Fire Department Training Center. These systems are routinely utilized during vehicle stabilization, heavy vehicle incidents, machinery rescues, structural collapse operations, trench rescue support, and other technical rescue emergencies requiring controlled lifting, stabilization, and patient access.

The purchase includes both low-pressure air bag lifting equipment and Paratech Hydrافusion kits, which provide additional lifting and stabilization capabilities through hydraulic force multiplication. Together, these systems will expand the Department's ability to train personnel in realistic rescue scenarios involving lifting, displacement, stabilization, disentanglement, and controlled movement of vehicles, machinery, and structural components.

The acquisition of this equipment will allow the Department to train more proactively and realistically in several mission-critical disciplines, including:

- Technical rescue operations
- Heavy vehicle collision and stabilization incidents
- Vehicle and machinery rescue
- Lifting, stabilization, and cribbing operations
- Advanced rescue problem-solving and hands-on operational skills
- Patient disentanglement and access in complex rescue environments

The equipment will provide firefighters with increased opportunities for repetitive, scenario-based training utilizing the same equipment and operational concepts they may be required to employ during real-world emergencies. This approach improves firefighter confidence, operational familiarity, safe equipment deployment, and coordinated rescue operations during complex incidents.

In addition to supporting Training Center operations, the equipment will serve a dual operational role, remaining available for emergency response and deployment during incidents requiring lifting, stabilization, or rescue operations. This dual-purpose capability maximizes the Department's investment by supporting both proactive training and front-line emergency response readiness.

Funding for this purchase is available within the Fire Department's approved budget, and adequate funds exist to support the acquisition.

Staff respectfully request Mayor and Council approval for the purchase of the low-pressure air bag lifting system and Paratech Hydrafusion kits from Fire & Rescue Products and appreciate your continued support of firefighter training and the Department's mission to provide safe and effective emergency services to the community.



Fire & Rescue Products of Harrisburg
4230 Industrial Road
Harrisburg, PA 17110
Phone: (717) 238-9360

SALES QUOTE

Customer: (F21386) Hagerstown City Of
Prepared For: Russell Grim
Email: rgrim@hagerstownmd.org
Phone: 301-791-2544

Quote No: 8932
Quote Date: 3/9/2026
Expiration Date: 6/7/2026

Billing To: 25 WEST CHURCH STREET, HAGERSTOWN, MD 21740
Ship To: 25 WEST CHURCH STREET, HAGERSTOWN, MD 21740

Customer PO#: tbd

Table with 4 columns: Product, Qty, Unit price, Amount. Includes items like PARATECH 22-887106KG2 and 22-895401G3-180".

Payment due: Net 30

NOTE FREIGHT WILL BE ADDED AT TIME OF INVOICE IF NOT DISPLAYED ON QUOTE

Thank you,
Jason Topper
Outside Sales
717-480-3951 | jtopper@firerps.com

I accept the terms and conditions of this quote.

Signed: _____ Print: _____ Title: _____ Date: _____

[_____] I decline my option for an extended service contract. (If present on quote)

Delivery instructions:

Loading Dock? []Yes []No Lift Gate Delivery? []Yes []No Call Before Delivery? []Yes []No Partial Delivery OK? []Yes []No



Fire & Rescue Products of Harrisburg
4230 Industrial Road
Harrisburg, PA 17110
Phone: (717) 238-9360

SALES QUOTE

Customer: (F21386) Hagerstown City Of
Prepared For: Russell Grim
Email: rgrim@hagerstownmd.org
Phone: 301-791-2544

Quote No: 9182
Quote Date: 5/12/2026
Expiration Date: 8/10/2026

Billing To:
25 WEST CHURCH STREET, HAGERSTOWN, MD 21740

Ship To:
25 WEST CHURCH STREET, HAGERSTOWN, MD 21740

Customer PO#: tbd

Product	Qty	Unit price	Amount
1) Paratech HYDRAFUSION AUTOSHORE 14 KIT - 22-79HA14-AS-K" SKU: 22-79HA14-AS-K	2	\$ 6,791.33	\$ 13,582.66
Subtotal			\$ 13,582.66

Payment due: Net 30

NOTE FREIGHT WILL BE ADDED AT TIME OF INVOICE IF NOT DISPLAYED ON QUOTE

Thank you,
Jason Topper
Outside Sales
717-480-3951 | jtopper@firerps.com

I accept the terms and conditions of this quote.

Signed: _____ Print: _____ Title: _____ Date: _____

[_____] I decline my option for an extended service contract. (If present on quote)

Delivery instructions:

Loading Dock? []Yes []No Lift Gate Delivery? []Yes []No Call Before Delivery? []Yes []No Partial Delivery OK? []Yes []No

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.
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 will assist with advanced training for special operations and technical rescue incidents involving lifting and moving. It will be used in conjunction with current equipment to extend the operational capability.

J. DeBacco 6/3/26

 Signature / Date

J. DeBacco 6/3/26

 Signature / Date

(2) Purchasing Agent

COMMENTS

 Signature / Date

(3) Chief Financial Officer

COMMENTS

 Signature / Date

(4) City Administrator

COMMENTS

 Signature / Date



Fire & Rescue Products of Harrisburg
4230 Industrial Road
Harrisburg, PA 17110
Phone: (717) 238-9360

SALES QUOTE

Customer: (F21386) Hagerstown City Of
Prepared For: Russell Grim
Email: rgrim@hagerstownmd.org
Phone: 301-791-2544

Quote No: 9181
Quote Date: 5/12/2026
Expiration Date: 8/10/2026

Billing To:
25 WEST CHURCH STREET, HAGERSTOWN, MD 21740

Ship To:
25 WEST CHURCH STREET, HAGERSTOWN, MD 21740

Customer PO#: tbd

Product	Qty	Unit price	Amount
1) Paratech 22-79HA10-AS-K - Hydrافusion Autosshore 10 Kit SKU: 22-79HA10-AS-K HydraFusion 10t Lift and Crib System	2	\$ 6,154.33	\$ 12,308.66
Subtotal			\$ 12,308.66

Payment due: Net 30

NOTE FREIGHT WILL BE ADDED AT TIME OF INVOICE IF NOT DISPLAYED ON QUOTE

Thank you,
Jason Topper
Outside Sales
717-480-3951 | jtopper@firerps.com

I accept the terms and conditions of this quote.

Signed: _____ Print: _____ Title: _____ Date: _____

[_____] I decline my option for an extended service contract. (If present on quote)

Delivery instructions:

Loading Dock? []Yes []No Lift Gate Delivery? []Yes []No Call Before Delivery? []Yes []No Partial Delivery OK? []Yes []No

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

Topic:

2026 Polaris Ranger XP Utility Terrain Vehicle (Training Center) – Twigg Cycles (Hagerstown, MD) \$ 34,848.00)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

UTV_memo.pdf

Consent_UTV.pdf

UTV_quote.pdf

UTV_Sourcewell_Contract.pdf

Description

Utility Terrain Vehicle -
Training Center Memo

Utility Terrain Vehicle -
Training Center consent

Utility Terrain Vehicle -
Training Center Quote

Utility Terrain Vehicle -
Training Center Sourcewell



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 23, 2026

TO: Scott Nicewarner, City Administrator
FROM: John DiBacco, Fire Chief *J E DiBacco*
SUBJECT: Purchase of a Utility Terrain Vehicle

Staff is requesting Mayor and Council approval to purchase a Utility Terrain Vehicle (UTV) from Twigg Cycles, Hagerstown, Maryland, at a total cost of \$34,848.00 through the Sourcewell cooperative purchasing contract for use at the Hagerstown Fire Department Training Center.

The proposed UTV will support a wide range of training and operational needs at the Training Center by improving staff access, mobility, and logistical support across the facility's large and varied training grounds. The Training Center encompasses multiple training props, wooded areas, and remote sections of the property that are frequently utilized for hands-on emergency services training.

The UTV will provide staff with the ability to:

- Transport training equipment, tools, hose, supplies, and instructional materials across the Training Center grounds
- Support technical rescue training operations, including access into wooded and difficult-to-reach areas for the placement, movement, and retrieval of rescue manikins and training equipment
- Improve instructor access and oversight during simultaneous training evolutions occurring across multiple areas of the facility
- Support firefighter survival, search and rescue, and wilderness-style training scenarios conducted in remote areas of the Training Center property
- Reduce setup and breakdown time for training evolutions, improving training efficiency and maximizing instructional time
- Assist with facility maintenance and operational support activities, including movement of supplies and equipment throughout the site

The UTV will significantly improve the Department's ability to efficiently deliver both entry-level and advanced training programs while enhancing logistical support for complex and multi-location training operations.

Funding for this purchase is available within the Training Center Capital Improvement Program (CIP) budget, and adequate funds exist to support the acquisition.

Staff respectfully request Mayor and Council approval for the purchase of the UTV from Twigg Cycles through the Sourcewell contract and appreciate your continued support of firefighter training and the Department's mission to provide safe and effective emergency services to the community.


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.
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 will be a new piece of equipment that will provide essential capability for on-site training activities at the Training Center campus, as well as a back-up UTV for emergency incidents requiring access in remote or off-road areas such as Antietam Creek.



 Signature / Date 6/3/26



 Signature / Date 6/3/26

(2) Purchasing Agent

COMMENTS

 Signature / Date

(3) Chief Financial Officer

COMMENTS

 Signature / Date

(4) City Administrator

COMMENTS

 Signature / Date



Date: 06/02/2026
Salesperson: Logan Dunbar
Manager: Chad

BUSINESS NAME: Hagerstown Fire Department
CUSTOMER: Russel Grim
Address: 25 West Church Street
Hagerstown, MD 21740
E-Mail: rarl@hagerstownmd.org

Home Phone: (301) 573-8881
Work Phone: (301) 791-2544
Cell Phone: (240) 675-0401

VEHICLE

Stock #: ORDER
Type: UTV
Vehicle: 2026 Polaris RANGER XP 1000 NorthStar Edition
Type: UTV

Trade In

Vehicle:
Type:
Color:
VIN:
Trade Payoff:
Trade Allowance:

Table with 2 columns: Description and Amount. Rows include Retail Price (29,999.00), Add-Ons (2,250.00), Sub Total (32,249.00), Net Sale (34,848.00), and Balance (34,848.00).

Customer Approval: Management Approval: Chad

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information.

Comments: QUOTE includes On Road Kit and Mirros
CASH/CHECK
Quote good for 30 days
Northstar Edition = fully enclosed cab, roof, doors, windshield, heat

2026 Polaris® Ranger XP 1000 NorthStar Premium

Power Through Tasks and Trails in Any Weather.

Features may include:

COMFORT

Protection From The Elements:

The factory-installed cab system - including a tip-out windshield and powered front windows - keep you comfortably riding in rainy, snowy or dusty conditions

Control Your Climate:

Factory-installed heating and air conditioning lets you control the climate for all-season comfort. For quick relief on hot days, a variable AC compressor automatically varies its pumping capacity to deliver faster cooling and lower temperatures, even when at idle and low engine RPMs.

CAPABILITY

Performance With Precision:

Stay smooth and controlled on the job or trail, thanks to 3-position throttle control with different drive modes. Choose 'Performance' for more response, 'Standard' for everyday driving, or 'Work' for improved low-speed control

Overcome Obstacles:

Easily overcome rocky terrain with 14" of ground clearance that delivers more space to glide over bumps and obstacles.

Prepped With Pulling Power:

Complete the job or get back on the trail quicker with a factory installed 4,500-lb. winch with synthetic rope, autostop, and wireless remote.

DURABILITY

Effortless Shifting:

Command the driver's seat with confidence, thanks to the upgraded transmission. It reduces shift effort by up to 50% to easily shift between drive, park, and reverse - delivering a consistent, predictable feel.

Enhanced Protection:

Boldly navigate obstacles with a rigid one-piece chassis, a redesigned front end featuring a larger front bumper, and a full-body skid plate.

Sure-Footed Traction:

Navigate the toughest terrain confidently with 29" 8 ply Pro Armor tires providing enhanced puncture resistance and a more peaceful cab experience. The 14" aluminum wheels add premium styling to elevate rough rides



MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related
Accessories, Equipment and Services
SUPPLIER: Polaris Sales Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Polaris Sales Inc., 2100 Hwy. 55, Medina, MN 55340 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13,2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP# 091024 to Participating Entities. In Scope solutions include:
 - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
 - b) Parking enforcement, patrol and EMS solutions;
 - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
 - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
 - e) Food and beverage solutions, athletic and campus-use vehicles.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

- x) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

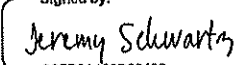
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Polaris Sales Inc.

Signed by:

 C0FD2A130D06480...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

Date: 11/19/2024 | 9:55 AM CST

Signed by:

 1010C778F52F48A...

By: _____
 Nikolai Francis
 Title: Vice President-Polaris Government & Defense

Date: 11/19/2024 | 9:48 AM CST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name: Polaris Sales Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 2100 Hwy 55
Medina, MN 55340
Contact: Michael Conrad
Email: mike.conrad@polaris.com
Phone: 763-417-8608
HST#: 41-1921490

Submission Details

Created On: Tuesday July 23, 2024 08:23:20
Submitted On: Tuesday September 10, 2024 11:12:28
Submitted By: Michael Conrad
Email: mike.conrad@polaris.com
Transaction #: 1313b905-174e-45aa-9f07-51ad7faefab5
Submitter's IP Address: 155.190.9.15

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcwell 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).

Table 1 Specific Instructions. Sourcwell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Polaris Sales Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcwell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcwell).	Polaris Government & Defense, Polaris Commercial
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3FP69 UEI: EL5SEMJZ2N39
5	Provide your NAICS code applicable to Solutions proposed.	336999
6	Proposer Physical Address:	2100 Hwy 55 Medina, MN 55340
7	Proposer website address (or addresses):	www.polaris.com
8	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):	Nicholai Francis Vice President - Polaris Government & Defense 2100 Hwy 55, Medina, MN 55340 Nicholai.francis@polaris.com 763-519-1845
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Conrad Manager, Programs & Contracts 2100 Hwy 55, Medina, MN 55340 mike.conrad@polaris.com 763-417-8608
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jim Burk Sr. Inside Sales Representative 2100 Hwy 55, Medina, MN 55340 jim.burk@polaris.com 763-847-8345

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
-----------	----------	------------

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Since our founding in 1954, we've been making high-quality, breakthrough products and broadening the view of powersports—whether it's launching the snowmobile industry, reinventing ATV and Off Road Vehicle categories year after year, developing the first purpose-built military vehicles, introducing a radical 3-wheel moto-roadster, or getting people to explore the outdoors by providing a network of ride and drive adventures.</p> <p>From our entrepreneurial roots as a mechanical shop, we've grown into a global leader with more than 30 brands and multiple services responsible for the company's growth into a major influencer of powersports and beyond. And in recent years, we've thoughtfully expanded our product, accessory and service portfolio beyond powersports with industrial, commercial, government and military customers based on customer feedback and broadening applications for its electric, gas and diesel- powered vehicles.</p> <p>We support and serve our employees, customers and the communities in which we work, live and ride through a commitment to quality and safety and environmental stewardship. Under our guiding principle of Best People, Best Team we are committed to helping our employees unleash their full potential and develop their skills to thrive in a customer-centric environment.</p> <p>We lead a business that is driven by Innovation and Polaris continues to Think Outside by offering a diverse portfolio of best-in-class brands which reflect who we are as well as our pioneering approach to always improve how our customers work and play outdoors.</p> <p>Our vision is to fuel the passion of riders, workers and outdoors enthusiasts around the world by delivering innovative, high-quality vehicles, products, services and experiences that enrich their lives.</p> <p>Our Guiding Principles are</p> <ul style="list-style-type: none"> - Best people, best team - Safety and ethics always - Customer Loyalty
12	What are your company's expectations in the event of an award?	<p>Just as our company vision statement says, Polaris will fuel the passion of riders, workers and outdoor enthusiasts around the world by delivering innovative, high quality vehicles, products and services and experiences that enrich their lives. In the event of an award, Polaris is committed to continuing to provide vehicles & support that enable government, schools and non-profits to succeed in their work and communities. Put simply, we will provide the appropriate vehicle for the specific desired solution of the Sourcewell member and continue to honor our ability to sell through this contract while engaging our dealer network to promote this contract during their sales process. In addition, we will continue to promote the Sourcewell contract on our website, through marketing materials, and at trade shows. These efforts will enable us to achieve our goal of increasing sales through the Sourcewell contract by 10-15% annually.</p>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Polaris Inc. is a Fortune 500 company which trades on the New York Stock Exchange under the symbol PII. In the most recently completed fiscal year 2023, Polaris had revenues of \$8.9B with a gross profit of \$2.0B and a net profit of \$503M. Earnings per share were \$8.71. A copy of the 2023 Annual Report has been uploaded to provide further details</p>
14	What is your US market share for the solutions that you are proposing?	<p>Polaris's US market share for the various categories are as follows: ATV (Sportsman) = 28.0% Side by Side (RANGER) = 47.4% Snowmobiles = 24.5%</p>
15	What is your Canadian market share for the solutions that you are proposing?	<p>Polaris's Canada market share for the various categories are as follows: ATV (Sportsman) = 19.8% Side by Side (RANGER) = 34.5% Snowmobiles = 18%</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Polaris Inc. has never petitioned for bankruptcy protection.</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>Polaris is an Original Equipment Manufacturer (OEM). Our dealer/distributor network is independent. Polaris provides vehicle set-up and pre-delivery inspection at dedicated US-based up-fit facilities or through our dealer network. Service, support and warranty of vehicles after delivery can be accomplished through one of our over 2,500 independent dealers located through North America. The location of a nearest Dealer can be determined through the following weblink: https://www.polaris.com/en-us/dealer-locator/</p>
18	<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>Polaris Sales Inc. and/or its dealer network have all the necessary licenses and certifications to conduct business in all 50 states. Authorized dealers sign a Polaris dealer agreement annually, which outlines specific dealer requirements and policies.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Polaris has neither been suspended nor debarred in the last seven years.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>2022 Mexico Great Places to Work - Best Workplaces 2023 Newsweek - Most Trustworthy Companies in America 2023 Ethispere - World's Most Ethical Companies 2023 Forbes - World's Best Employers 2024 Forbes - America's Best Largest Employers</p>
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Sales to government agencies have grown each of the past three years. North American sales to these entities are handled inside of the Off-Road Vehicle division of which Polaris Government & Defense and Polaris Commercial business segments report. Polaris Government & Defense and Polaris Commercial represent 6% or ~\$550 million of the 2023 total Polaris sales. Nearly 100% of Polaris Government & Defense sales are in the government and educational sector. Whereas, it represents roughly 15% of the Commercial segment sales.</p>
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Sales to government, education, and non-profit agencies have grown each of the past three years. In aggregate, sales to the education sector represent 15% of total sales for Polaris Government & Defense.</p>
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>In addition to the cooperative purchasing agreement that Polaris has with Sourcewell, Polaris maintains addendums/riders with seven municipalities and four states with three years sales in excess of \$4M as well as several National Master Standing Offers with Public Works and Government Services Canada, which have three year sales just less than \$12M.</p>
24	<p>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?</p>	<p>While Polaris previously held GSA Schedule contracts for selling into the USG, we have opted to work through 3rd party resellers to offer our product to Federal agencies to better serve our customers requirements for small business set-asides. We currently partner with two service disabled veteran owned businesses (SDVOSB) to offer our products on GSA. Three year sales through GSA and GSA partners ~\$60M Defense Logistics Agency Heavy Equipment Procurement Plan (DLA HEPP) SPE8EC-34-D-0038 - Three year sales >\$50M</p>

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
East Bay Regional Park Orinda, CA	Jason McCrystle Fleet Manager jmccrstle@ebparks.org	510-544-2705
Michigan DNR	Melisa Potts PottsM2@mlchigan.gov	517-388-9905
City of Miami	John F. Babos Jr.	954-871-8707

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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.	<p>Polaris understands that the growing Sourcewell member base needs a partner that can support the varied membership expectations. The ideal partner should offer national coverage and utilize a dealer network to support local buying and aftersales support. At Polaris, we leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line:</p> <ul style="list-style-type: none"> • Off-Road Vehicles: 2,500 US/Canada dealer locations <p>To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions. Sourcewell members benefit from our vast dealer network combined with our commercial sales force and inside sales resources to ensure they receive specific solutions for the varied tasks where vehicles are needed.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of over 2,500 dealers in North America. The dealer network has access to the Sourcewell quoting tools to ensure accurate and clear pricing for Sourcewell members. Dealers are supported by a combination of regionally based account managers as well as internal sales and customer experience team members who can support quote, pricing and overall transactional process questions.</p> <p>In most situations transactions occur directly between Polaris and the Sourcewell member, and in those cases, the quotes are provided directly by the internal sales and customer experience team.</p> <p>The Sourcewell/NJPA Dealer Guide is attached for reference</p>

28	Service force.	<p>The ideal partner will offer localized service coverage to meet the high standards of responsiveness expected by Sourcewell members. To meet these expectations, Polaris leverages the vast dealer network throughout the US and Canada to provide local service support. Depending on the product line, Polaris dealers are required to complete a robust training curriculum through University of Polaris to received Master Service Dealer (MSD) certification. At Polaris, we continually evolve the MSD certification program to give dealers and technicians the knowledge and skills they need to provide a positive and comprehensive after-the-sale customer experience. MSD Certified technicians, who complete Bronze, Silver, or Gold certifications based on the product line, are empowered to set up, maintain, and repair vehicles the first time keeping customer vehicles in operation.</p> <p>Polaris employs a team of technical service representatives who support dealers via phone or electronic technical case support. These representatives are committed to prompt and accurate support of dealers who need additional troubleshooting or technical support to ensure vehicle downtime is minimized.</p> <ul style="list-style-type: none"> • 19 Technical Service Representatives who support RANGER Off-Road Utility Vehicles, All-Terrain Vehicles, Pro XD and Snowmobiles. <p>In addition to Polaris's extensive North American dealer network, Polaris Government & Defense has a dedicated staff of Field Support Representatives (FSR) led by a Field Support and Training Manager. The team consists of ten (10) FSRs geographically dispersed in six (6) states with service trucks, tools, test equipment and spare parts. Additionally, the Manager and FSR's monitor a dedicated tech support line and email inbox to more rapidly respond to service questions.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The vast majority of orders utilizing the Sourcewell contract are placed directly through Polaris Government & Defense. Sourcewell members working directly with our inside sales team, receive a quote for the product that meets their specifications. If the customer decides to purchase, they issue a purchase order to Polaris, referencing their Sourcewell member number. Polaris then processes the order, where it is set-up and upfitted to the customer's configuration and then shipped directly to the members location.</p> <p>See ATV Government, Commercial Fleet Discount Program and Sourcewell Dealer Quote Form (attached) for process when members order directly from a local dealer.</p>
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>We believe better trained dealer staffs and technicians create better dealer experiences, more satisfied customers and more profitable dealer. Obtaining MSD certification offers many benefits for the dealer. In addition to having well-trained staff, there are competitive advantages, operational cost reductions (and in some cases, increased allowances) as well as additional rewards opportunities for certified dealers. The knowledge and expertise gained by completing the appropriate training gives those staff members in operational roles and service technicians the ability to provide a positive and seamless customer experience. For example, Gold and Silver certified technicians can contribute to the product line boards they are certified in by asking questions, posting responses, and accepting solutions. Other incentives for dealers who complete and maintain MSD certification include reduced or eliminated monthly MSD surcharges. Dealers who fail to maintain their certifications will lose their MSD benefits and be charged a monthly surcharge. The combined dealer benefits are all focused on ensuring a strong customer experience with minimal downtime.</p> <p>Polaris also realizes that supporting our dealers with factory-trained and available technical support representatives is critical to ensuring a strong customer experience. Internal metrics that are tracked, monitored and reviewed on a regular basis include response time, response quality and time to resolution. Tracking these metrics ensures that Polaris is properly supporting dealer partners and are critical to our overall customer service.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Polaris is fully capable and willing to provide our products to Sourcewell customers in the United States. Polaris leverages a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line:</p> <ul style="list-style-type: none"> • Off-Road Vehicles: 2,500 US/Canada dealer locations. • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations. <p>To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Polaris is pleased to offer a variety of UTVs, ATVs and Snowmobiles that we currently offer under a Canadian Public Works National Master Standing Offer. Sourcewell pricing in Canada will match that pricing. These orders are fulfilled through our existing network of Canadian dealers.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Polaris will sell into all geographic locations within the United States. Additional transportation charges are applicable to orders going to Alaska and Hawaii. For customers in Canada, vehicles and equipment can be provided to customers located within 150km of the following city centers:</p> <ul style="list-style-type: none"> St-John's, NL Halifax, NS Moncton, NB Québec, QC Montréal, Qc Ottawa, On Kingston, ON Sudbury, On North Bay, On Toronto, On London, On Winnipeg, MB Regina, Sk Saskatoon, Sk Prince Albert, Sk Calgary, Ab Edmonton, Ab Kelowna, BC Vancouver, BC Victoria, BC Creston, BC Terrace, BC Prince George, BC Whitehorse, YT Hay River, NT Yellowknife, NT <p>Additional shipping charges may apply for locales outside of these areas. Pricing will be provided at time of quote.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Polaris will sell to any Sourcewell participating sector. We have no restrictions other than limitations to farther reaches of some remote Canadian providences as outlined in question 33 above.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional transportation charges would be applicable for orders being delivered to Alaska, Hawaii and other US Territories. These prices will be provided to the Sourcewell member at time of quote.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Polaris's standard terms are Net 30 to qualified nonprofits.

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response ^a
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing team is very familiar with the Sourcewell brand and is ready to represent that brand well in our marketing efforts. Polaris as a corporation has significant resources invested into promoting off-road vehicles, low-speed vehicles, and snowmobiles at a national level. In addition to that broad product awareness, Polaris will also be reaching potential Sourcewell contract users via several targeted means:</p> <ul style="list-style-type: none"> - Trade shows – state and local government level events (i.e. local and national Chiefs of Police Shows, FDIC, Municipality Expo, etc.) - Demos/visits- when possible invite customers to visit our facilities in Wyoming, MN for vehicle familiarization/training events, we have also created virtual options for facility tours and vehicle trainings. - Print and digital advertising – investing in advertisements in government publications and putting a focused effort on PR and outreach to state and local government audiences. - Direct mail and direct e-mail - utilizing growing government customer database - Social media – Added to our dedicated government and commercial pages to now have presence on LinkedIn, Facebook, X, Instagram and plans to continue expanding, including a regular cadence of government facing posts and followers (50K+ and growing) - Sourcewell integration into various government and commercial marketing collateral and on website: https://military.polaris.com/en-us/how-to-buy/ • Website – www.polaris.com, and we have made significant updates and advances to the government & defense and commercial websites for online government and education shoppers, including launching a 3D build tool so customers can visualize vehicle selections along with being more self-sufficient while researching products online. • We also provide sales enablement/training for sales and BD teams <p>A sample of the product data sheets are attached.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Polaris has dedicated significant enterprise resources into developing a world-class CRM system to reach customers with targeted messaging dependent on purchase history, interest level (grading), organization type, and many other key variables. We launched this tool with the Government, Defense and Commercial teams in 2018 and have been focusing on building a repository of data to allow us to improve marketing and sales experience. We use this data to form communications to specific customers and their needs to increase communication relevance and effectiveness.</p> <p>In addition to the foundation of this CRM system, Polaris is actively funneling more customer information into this database via social media, quote history, website sign-up, trade show lead capture, and more. We have had a continued focus around growing and targeting through social media campaigns and personalization on our website based on visitors geographic location to create an experience that better resonates with the customer. The launch of the 3D build tool mentioned previously in question 37 is also an improvement to our customers experience and allows us to provide a unique experience where we also are able to collect leads and customer information is funneled into our CRM system for further follow up.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Having partnered with NJPA/Sourcewell for the last twelve (12) years, Polaris is well aware of Sourcewell's ability to promote the vendor contracts. Our expectation is that Sourcewell will continue to expand the contract awareness as evidenced by its ability to expand into the Canadian marketplace. Sourcewell is already integrated into our sales process and is the go to contractual vehicle for sales to state, local, education and non-profits. Sourcewell branding is already incorporated into our web pages as well as our product data sheets.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Polaris has implemented an on-line tool that allows customers to select the vehicle that meets their requirements and allows them to configure to their liking. This tool provides them with a visual depiction of what their final product will look like and provides the MSRP price of the vehicle. They are then able to request a quote from Polaris representative who will apply the appropriate discounts based on the Sourcewell pricing model. In absence of an e-procurement ordering process, the online configuration tool helps Sourcewell members get a general understanding of pricing.</p>

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response ^a
-----------	----------	-----------------------

<p>41</p>	<p>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.</p>	<p>The Polaris Government & Defense Field Service and Training team offers numerous courses in proper driving and maintenance. These courses are optional, with pricing provided in the price volume of the proposal. These courses include the following:</p> <p>PD1236 New Equipment Training PD1238 Mechanic Certification Course PD1241 1 Week Fleet Maintenance For 15 Vehicles PD1242 Master Driver Training Course PD1243 Drivers Safety Training Course PD1245 Advanced Diagnostics and Drivetrain Certification Course</p> <p>The following is a brief description of the courses and their content: New Equipment Training (NET) = 1 Day Course that provides a basic overview of the Polaris vehicle, basic details on the proper and safe operation of the vehicle along with basic steps to perform operator level maintenance – max. 20 personnel</p> <p>Mechanic Certification Course (MCC) = 4 Day Course provided at the customer's location using on-site facilities. This course trains and certifies on-site maintenance personnel to properly service/maintain their Polaris vehicles up to and including warranty level repairs.</p> <p>Master Driver Training Course (MDTC) = Four-day course, which will be provided at the customer's location using on-site facilities. This course shall train onsite personnel to establish a Train the Trainer program using the organization's facilities and their fielded Polaris vehicles. The training provided through Polaris Government & Defense's MDTC is designed around safe operation of the vehicle. This is a pass/fail course and all Driver/Coach Candidates must have prior off-highway riding experience (i.e DSTC).</p> <p>Driver Safety Training Course (DSTC) = Three day course, which will be provided at the customer's location using on-site facilities and equipment. The training provided through Polaris Defense's DSTC is designed around safe operation of the vehicle. This is a beginner level course that covers basic driving skill, basic recovery techniques and PMCS of the Vehicle. Students who successfully complete the course will receive ROHVA operator certification.</p> <p>Advanced Diagnostics and Drivetrain Certification Course (ADDC) = Mechanic's Course: Learn to disassemble and re-assemble entire drivetrain on Polaris vehicles plus advanced diagnostics. Students will learn to efficiently tear down, identify components, diagnose issues and re-assemble complete engine, front drive, and gear case. Note: prerequisite MCC (level 20) required to be completed before taking this course.</p> <p>Many authorized dealers also offer local training, and the pricing and method of training is at the discretion of the dealer. Pricing for training purchased direct from Polaris is listed in the attached pricing matrix.</p>
-----------	---	---

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Polaris continues to integrate new, customer-centric technology into our vehicles whenever it can drive productivity, enhance the operator experience, or improve overall safety. Innovation has always been at the heart of Polaris, and some recent technological advances that can benefit Sourcewell members include:</p> <ul style="list-style-type: none"> * RIDE COMMAND+—the original, nationwide off-road mapping system with over a million miles of verified trails and unique features. RIDE COMMAND is available free of charge for all riders via the Polaris app, online or in your vehicle. Experience hassle-free ownership with RIDE COMMAND+. Monitor your vehicle's health, location, and maintenance schedule right from your palm. Available on select models, the 7" Display powered by RIDE COMMAND puts vehicle controls at your fingertips. With glove-touch compatibility, simply tap to seamlessly switch features, navigate, or access configurable gauge views. RIDE COMMAND+ allows you to stay connected with fellow riders even on your most remote adventures with Group Ride. Track your journeys, send messages and navigate with ease—even when you're offline. The use data that can be harvested from the Telemetric system allows analysis of your complete fleet no matter the location. This information enables the efficient use of the vehicles over the entire maintenance cycle, allowing for defined and predictable maintenance periods and maintenance budgeting based on maximizing the use of all the vehicles in a fleet. The use case information gathered can intelligently inform on future fleet purchase requirements to optimize the number of units for the job and predicted life cycle based on number of hours the individual units are being used. In cases of vehicle fleets dispersed over a large area, the vehicle tracking allows pinpoint locations of your individual fleet units, allowing efficient planning for daily use based on vehicle availability. For emergencies in remote locations, it also allows tracking of vehicles that can be coordinated with rescue services for expedited coordination of care. *RANGER Kinetic –To meet the growing demand for zero emission vehicles (ZEV), clean and alternative fuel vehicles (AFV), Polaris Government and Defense offers the all-new electric RANGER to government organizations including federal, state and local agencies, and non-profits. This all-new, all-electric RANGER XP Kinetic is a significant offering for our government customers that need to incorporate more electric vehicles into their fleet without sacrificing utility, performance or durability. The RANGER XP Kinetic can decrease total cost of ownership, reduce CO2 emissions and operate quietly. *OEM Certified Law Enforcement and Fire & Rescue models - Law Enforcement - Security, patrol, special events, personnel transport, customs and border protection, disaster relief and first response. Fire & Rescue - fire prevention, fire response and search & rescue * All new Polaris XPEDITION with a 114hp Prostar 1000 Gen 2 engine to carry gear into deep back country. *All new RANGER XD 1500 extreme duty featuring a 1500 cc engine, 3,500lb towing capacity and 1,500lb cargo box payload. • Kevlar® backed seats on Pro XD utility vehicles resist punctures and tears, focused on reducing cost of ownership • Vehicle fault alarms on Pro XD utility vehicles to notify users of potential issues that could cause serious damage to the vehicle. A combination of visual (display) and audible alarms include low oil pressure, parking break engagement, belt slip, and engine overheat. • Speed limited utility vehicles to 15 mph if seat belt is not engaged • Heating and air conditioning in a fully cabbed vehicle on certain RANGER utility vehicles, resulting in reduced operator fatigue and increased productivity • Industry-first plow mode on certain RANGER utility vehicles, making snow plowing more efficient by automatically adjusting the plow position depending on the gear the vehicle is in • Our self-extinguishing plastics and flame-retardant materials are strategically located for a safe and comfortable riding experience. <p>In addition, the 10-year exclusive partnership agreement, signed in September 2020, between Polaris and Zero Motorcycles will enable Polaris to develop, manufacture and sell electrified utility vehicles using Zero's powertrain technology, hardware and software. Polaris is well positioned to accelerate the development of its premium electric vehicle offering across its product lines and to lead the industry in electrification – another example of the technological advances that can benefit Sourcewell members.</p>
-----------	--	---

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>In line with our belief in continuous improvement, Polaris works to reduce our environmental impact and create efficiencies across our operations — from suppliers, manufacturing and distribution to our office facilities. After completing our previous five-year environmental goals in 2022, we introduced new 2035 goals, outlined below, focused on furthering environmental sustainability.</p> <ul style="list-style-type: none"> • 75% renewable electricity • 50% reduction in absolute GHG emissions (Scope 1 and Scope 2) • 90% of waste diverted from landfills • Participate in the U.S. Environmental Protection Agency's SmartWay Transportation Partnership • 100% of manufacturing facilities will implement a water stewardship program <p>Our corporate responsibility report has been included as an attachment in a .zip file along with our Annual Report.</p> <p>In addition to corporate initiatives, Polaris has introduced the all-new, all-electric RANGER XP Kinetic to our government customers that need to incorporate more electric vehicles into their fleet without sacrificing utility, performance or durability. The RANGER XP Kinetic can decrease total cost of ownership, reduce CO2 emissions and operate quietly.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a responsible corporate citizen, Polaris is dedicated to protecting human health, natural resources and the global environment. This dedication reaches further than compliance with the law to encompass the integration of sound environmental practices into our business decisions. The following Environmental Principles provide guidance to Polaris personnel worldwide in the conduct of their daily business practices:</p> <ul style="list-style-type: none"> • We are committed to taking actions to preserve the environment. • We are committed to reducing waste and pollutants, conserving resources and recycling materials at every stage of the product life cycle. • We are committed to reducing greenhouse gas intensity, improving energy efficiency and increasing renewables as a part of our energy portfolio. • We are committed to continually assessing the impact of our facilities have on the environment and the communities in which we live and operate with a goal of driving continuous improvement. <p>-Polaris is committed to purchasing or producing a portfolio of 75% renewable electricity by 2025. In 2023 we achieved 45%</p> <p>- Polaris currently has four on-site solar projects that generate 1,546 megawatt-hours of renewable energy in 2023.</p> <p>-Polaris committed to and achieved a 5% reduction in GHG emissions by 2022 and has set a new goal to achieve a 50% reduction by 2035.</p> <p>- In 2023 we constructed a solar panel installation on the roof of one of our distribution centers that will produce 1,600 megawatt hours of energy annually. Excess capacity will be sold back to the grid.</p> <p>-In 2023, three of our US facilities completed lighting upgrades swapping out fluorescent lights with LED, saving 1,158MWh of electricity and 521 metric tons of CO2 annually.</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>Polaris Government & Defense is a business unit within Polaris, dedicated to the unique needs of our government and military customers. In existence for nearly 20 years, we provide all the advantages of an OEM with the responsiveness of a small business unit — and combined with our extensive commercial dealer network, we provide confidence in the capability of our products, an extensive logistical and maintenance support network, and a comprehensive number of proven accessories to ensure the vehicles we provide meet your application needs.</p> <p>Government and Defense customers have unique use cases and challenges for their fleets that are not present in the consumer market. Our experienced and dedicated team in Government and Defense understand those challenges and apply that knowledge in the recommendations for your vehicle requirements, upfitting packages and support that allow your fleet managers and procurement agents to purchase with confidence that they have the right vehicle for the job and the experienced OEM support to reduce the burden on the fleet managers. Our team also brings extensive knowledge for new equipment training, user driver training and maintenance that allows for a successful roll out of a complete fleet of vehicles no matter what the tasking. Polaris is the only off-road OEM to provide law enforcement, fire and rescue personnel with turn-key vehicle solutions, validation, warranty, training, service and ease of purchasing. This is paramount for departments to have the confidence that the integration is validated on the vehicle and supported with a warranty.</p>
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	<p>All of our UTV's contain ROHVA certified Roll Over Protect Systems (ROPS), seat belts, cab nets or doors, headlights and brake lights. Additionally, some model vehicles can be equipped with Ride Command+, Active Decent Control (ADC), electronic speed limiters and DYNAMIX semi-active suspension. Our ATVs and snowmobiles have headlights, brake lights, emergency shut-off switches.</p>

47	Are your products equipped with GPS or telematics features or other route optimization options?	<p>Polaris RIDE COMMAND+ is the original, nationwide off-road mapping system with over a million miles of verified trails and unique features. RIDE COMMAND is available free of charge for all riders via the Polaris app, online or in your vehicle. Experience hassle-free ownership with RIDE COMMAND+. Monitor your vehicle's health, location, and maintenance schedule right from your palm. Available on select models, the 7" Display powered by RIDE COMMAND puts vehicle controls at your fingertips. With glove-touch compatibility, simply tap to seamlessly switch features, navigate, or access configurable gauge views. Stay connected with fellow riders even on your most remote adventures with Group Ride. Track your journeys, send messages and navigate with ease—even when you're offline.</p> <p>Confidently explore new routes with GPS navigation and over a million miles of verified trails, accessible even without cell service. Easily download available trail data, including details about both public and private land.</p> <p>RIDE COMMAND makes planning your route easy and enhances on-board navigation by highlighting points of interest and allowing you to set waypoints for your ride. This mapping capability and waypoint additions can easily construct routes for others to follow, allowing for consistency in the coverage of areas of interest and daily duties outlined for a full team syncing their travels together. The use data that can be harvested from the Telemetric system allows analysis of your complete fleet no matter the location. This information enables the efficient use of the vehicles over the entire maintenance cycle, allowing for defined and predictable maintenance periods and maintenance budgeting based on maximizing the use of all the vehicles in a fleet. The use case information gathered can intelligently inform on future fleet purchase requirements to optimize the number of units for the job and predicted life cycle based on number of hours the individual units are being used.</p> <p>Vehicle Location In cases of vehicle fleets dispersed over a large area, the vehicle tracking allows pinpoint locations of your individual fleet units, allowing efficient planning for daily use based on vehicle availability. For emergencies in remote locations, it also allows tracking of vehicles that can be coordinated with rescue services for expedited coordination of care.</p>
48	Describe how your products positively contribute to environmental concerns such as air pollution.	<p>Since our signing of a ten year agreement with Zero Motorcycle in 2020, Polaris has spent significant effort in electrification of our product line, including higher horsepower electric pontoons and the introduction of the RANGER XP Kinetic, an all-electric powertrain engineered for off-road use. The RANGER XP Kinetic received the 2023 Popular Science Best of What's New Award within the automotive category. We have launched a lithium-ion battery global lifecycle management program and partnered with the State of Michigan to develop a network of EV charging stations on their off-road trail systems. Additionally, all of our models meet CARB (California Air Resource Board) and EPA emissions as well as offering Turf Mode to lessen impact on soils and limit erosion.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	As a contractor doing business with the Federal government, Polaris maintains an approved Small Business Subcontracting Plan that it is required to submit on an annual basis. It outlines our commitment to seeking opportunities to contract with small, small disadvantaged, woman owned, veteran owned, service disabled veteran owned and HubZone businesses. Please refer to the attachments section of the proposal for a copy of the 2023 USG Approved Small Business Subcontracting Plan.
50		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	RKO Enterprises
51		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Paulson Public Relations
52		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Defense Aerospace International, Force Four Logistics
53		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CTX Engineering, Engstrom Technical Services, Force Four Logistics, Defense Aerospace International
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Defense Aerospace International, Force Four Logistics
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NP2H, CTX Engineering, RKO Enterprises, Paulson Public Relations
56		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	RKO Enterprises
57		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Paulson Public Relations

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Polaris's standard payment terms are net 30 after invoice. Acceptable payments include check, money order, wire transfer, EFT or credit card
59	Describe any leasing or financing options available for use by educational or governmental entities.	We understand that having the right leasing or financing options for educational or government entities can be just as important as having the right equipment. We offer financing and leasing for RANGER, RZR, GENERAL, Polaris XPEDITION, Sportsman and Pro XD products through our dealers via a partnership with Wells Fargo Vendor Financial Solutions. Our leasing solutions make it easier for the entity to obtain Polaris vehicles with terms that fit the business, enabling the preservation of working capital and cash flow for other operating needs. Our most popular leasing program, Fair Market Value, gives a customer the option to purchase the equipment or upgrade to a new vehicle at the end of the term. Lease terms available include 36-month, 48-month and 60-month leases. Traditional loans are also available through that same Wells Fargo Vendor Financial Solutions partnership. We offer 36-month, 48-month and 60-month loans.

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Upon inquiry from a Sourcewell member, Polaris Government & Defense Inside Sales Reps would provide a formal quotation based on our existing CRM system. The formal acceptance by the Participating Entity would be through their formal procurement systems. See attached sample quote.
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Polaris accepts P-card procurement and payment for Polaris Direct transactions. There are no additional charges to Sourcewell participating entities.
62	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.	Polaris's discount structure to Sourcewell customers is based on a percentage discount off of MSRP. The various discount rates by product line are outlined in the response to question 63. Pricelists for the various product lines for the US are attached.
63	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.	<p>US Discount Structure</p> <p>Off Road Vehicles (ORV) Discount Structure</p> <p>RANGERS, RZR, GENERAL, Polaris XPEDITION- 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Sportsman- 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Pro XD - 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>RANGER Kinetic - 4.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Snowmobiles - 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Accessories 15% off MSRP, plus install, exclusive of Admin Fee</p> <p>Oils & Lubricants 15% off MSRP, exclusive of Admin Fee</p> <p>Training 10% off MSRP</p>
64	Describe any quantity or volume discounts or rebate programs that you offer.	No additional volume discount is offered on the Sourcewell contract as the discount structure is based off the combined volume anticipated through the aggregate number of Sourcewell purchases. Customers seeking larger volume purchases, such as a fleet, will be evaluated on a case by case basis for additional discounts beyond that offered on the Sourcewell contract.
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Polaris can offer "open market" items to Sourcewell Members. We define open market items as specific add-on features/accessories that are not on contract. An example may include a vehicle accessory (i.e. a unique exterior lighting accessory) that is requested by the Sourcewell member that is not available directly from Polaris but can be purchased and installed by the authorized dealer. The price of the open market item would represent fair market value and be negotiated between the authorized dealer or Polaris and the Sourcewell Member. The open market item would be itemized on the quote and listed as "open market" or "non-contract."
66	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.	Vehicles are unique in their requirements for preparation prior to use. Some may require pre-delivery inspection based on their size and shipping method from the factory. Dependent on the specific product, some vehicles may have locally installed options/accessories by the authorized selling dealer. For example, some vehicles require title, licensing, or state specific fees (California tire fee). When an authorized dealer issues a quote for a vehicle, any additional costs will be itemized separately and are not subject to the Sourcewell discount. These costs will be quoted by dealers at fair market value.
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to Sourcewell members who choose to pick up their vehicle from the authorized dealer. Dealer may charge local delivery fees to the Sourcewell member location, and if so, those delivery fees will be itemized separately on the quote. If a US customer purchases from Polaris Direct, shipping to a CONUS location is included in the list price.
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the United States, shipping charges to the customers location are included in the pricelist for all deliveries to the continental United States (CONUS) Shipments to Alaska and Hawaii are priced separately at the time of quoting to the customer. Shipping costs in Canada are also included in the price of the product provided if the destination is within 150km of the major city centers identified in question 33.

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcewell members that purchase ORV products direct from Polaris will have their vehicles up-fit and accessorized at the Polaris factory and delivered direct to their location without having to pick up the vehicle from a dealer. For products that are procured through a dealer, arrangements can be made with the dealer for delivery to their location.
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Polaris has established a CRM based quote/order processing and invoicing system based on Microsoft Dynamics. The whole process starts with a generation of a quote, which requires the sales rep to select the Sourcewell contract and pricelist to generate the quote, ensuring correct pricing. When an order is received, it is reviewed with the Sales Team and Sales Supervisor to ensure accuracy. This same CRM module allows reports to be generated on a quarterly basis to query the number of sales associated with the Sourcewell contract. These sales numbers along with the data pulled from the rebate program, which captures dealer direct sales is then combined into a final report for capturing quarterly sales. These numbers are reviewed by Polaris Government & Defense's Contract Manager to ensure accuracy and then a check request/EFT is requested from account receivables to Sourcewell.
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Having had a co-operative agreement with NJPA/Sourcewell since 2012, we will draw upon our extensive past history to compare current sales against previous years. We have continually seen an increase in our Sourcewell sales each year and will be measuring our performance against benchmark results.
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Polaris proposes a 3/4% administrative fee against the total value of the orders delivered each quarter. This administrative fee is consistent with the same Industrial Funding Fee that Polaris has paid the General Services Administration on our GSA MAS contracts. Polaris is offering the same discount and administration fee structure as our other USG contracts. This allows for a single price list for both USG and Sourcewell and eliminates any conflicts with most favored customer pricing, since Federal, State, Local, Education and Non-Profit all receive the same pricing.

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Polaris utilizes the same pricelist for Sourcewell members as utilized under our contracts with Federal agencies. Utilization of the same pricelist for Federal agencies and Sourcewell clients ensures consistency across governmental, educational and non-profit customer base.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Detailed product specification sheets are attached to this proposal. A summary of the Polaris offerings are described below: Polaris Vehicles The RANGER XP Kinetic features an all-electric powertrain giving customers a sustainable option for when an off-road capable, zero emissions vehicle is preferred. With class-leading 110 horsepower, 140 lb-ft of torque and the ability to tow 2,500 lb and haul 1,250 lb, the RANGER XP Kinetic provides uncompromised power and precise control when pulling or towing heavy loads. Three drive modes – Eco+, Standard and Sport – allow customers to optimize power for the task at hand. The RANGER XP Kinetic's drivetrain features fewer moving parts for lower maintenance costs and more uptime for increased productivity. Plus, the quiet electric powertrain means easier radio and face-to-face conversations as well as greater situational awareness and less disturbance. The RANGER XP Kinetic also boasts a rigid one-

piece chassis, full-body skid plate and large front bumper to deliver maximum protection to the operator and vehicle. Ground clearance of 14 inches, 10 inches of suspension travel and 29-inch Pro Armor X-Terrain tires further increase durability of the RANGER XP Kinetic to take on the toughest terrain.

Snowmobiles

Polaris started its journey over 70 years ago as the first manufacturer of snowmobiles. Through this hard work, we've introduced new, innovative technologies in the industry. We give riders a way to realize their passion and share it with friends and family. Our offerings include RMK Mountain, Switchback On & Off Trail, Titan Extreme Crossover, Indy Performance and Voyageur Recreational Utility sleds. Snowmobiles are an invaluable tool in deep snow and snow-covered mountainous terrain, which is normally a challenge for traditional vehicles.

Pro XD Utility Vehicle

The Pro XD provides industry-leading durability, serviceability and safety to deliver a utility vehicle built to withstand the toughest work environments, and ultimately, provide customers with increased durability, lower maintenance costs and improved safety features. Whether hauling people or cargo, the Pro XD, is available in gas, diesel and electric and 2 or 4 seating configurations. Polaris-engineered made-for-work accessories, including full cab enclosures, lighting options, heat, front plow options, and other safety features are available to meet the specific application. Specially customized vehicles for law and fire & rescue applications with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels are also available.

RANGER Off-Road Vehicles

The RANGER off-road portfolio offers the most complete lineup of utility vehicles, with various configurations to meet specific customer needs. Electric and gas options, varying seating configurations, payload capacities up to 2,000 pounds and towing capacities up to 2,500 pounds and optional heating and air conditioning on select models are just a few of the features available across the RANGER lineup. Polaris engineered accessories including full cabs, lighting, winch, plow, vehicle protection and other work accessories are available to meet the specific application.

RANGER XD 1500

With its unprecedented capability, brute strength and unmatched comfort, the new extreme duty class of RANGER side-by-sides are engineered with the first-ever ProStar 1500cc 3-cylinder engine that offers an industry-leading 110 horsepower, the industry-exclusive STEELDRIVE automatic transmission for greater durability and precise control, and over 70 new accessories for enhanced customization, highlighted by Polaris' exclusive Lock & Ride MAX system. The RANGER XD 1500 can tow 3,500 lbs and has a cargo box capacity of 1,500 lbs. Government customers need a vehicle that delivers all-day comfort for those long days on the job. Beyond industry-leading capability and durability, the RANGER XD 1500 prioritizes comfort across the entire lineup to keep customers going strong on the longest days. Features include a spacious interior, premium seating, available heated seats, HVAC and Ride Command technology.

Polaris XPEDITION

The new Polaris XPEDITION is appropriate for city, state and federal personnel as they patrol and protect conservation and public lands. Combining the all-terrain capabilities of traditional side-by-sides with comfort and cargo capabilities typically associated with overlanding, the Polaris XPEDITION delivers capability, performance and comfort in a first-of-its-kind crossover side-by-side. With a 200+ mile fuel range, 1,160 lb payload and 2,000 lb towing capacity, the vehicle is designed to carry more gear and provide greater protection from the elements. The Polaris XPEDITION features integrated fold-flat rear seats, a pass-through cab and easy roof rack solutions to accommodate virtually any loadout. Delivering all-day comfort, the Polaris XPEDITION is the first-ever sport side-by-side to offer a fully enclosed cab with full roof coverage, windows and optional heating and air conditioning providing riders protection from the elements.

GENERAL

The Polaris General is a versatile crossover side-by-side (UTV) and is available in two and four-seat models with a 1,100 lb payload capacity, the ability to tow 1,500 lb, and a 100 HP engine. It also has validated equipment packages available directly from Polaris.

RZR

The Polaris RZR is a high-performance sport side-by-side (UTV) designed for extreme off-road mobility. RZR provides the ultimate combination of power, agility and unrivaled ride and handling to take on the most dynamic environments. It is highly customizable for any application.

Sportsman All-Terrain Vehicles

Polaris offers best-in-class ATVs that are engineering for high performance, maximum reliability, and superior ride and handling to reduce operator fatigue on the job. A full line of Polaris-engineering accessories, including windshield, storage, winch, plow blades and more, is available to customize the ATV to the specific Sourcewell member application.

LAW ENFORCEMENT

RANGER law enforcement units provide professional, squad car-type capabilities in a nimble off-road and urban mobility vehicle complete with the same sirens, horns, PA system and emergency lighting. Designed for comfortable and efficient operations in all climates, the RANGER XP 1000 NorthStar offers three and six-passenger options with a full cab and heat/AC for passenger comfort and protection from the elements.

The GENERAL is response ready with the all-new extreme off-road Emergency Light Kit with Infrared (IR) and Blackout capability. Equipped on a four-seat GENERAL XP 4 1000 UTV, the rugged light kit debuted at the International Association of Chiefs of Police (IACP) Conference and Exposition in 2023. The new rugged Emergency Light Kit with IR and Blackout includes a 50-inch tactical lightbar, 35-inch lightbar and integrated emergency lights around the vehicle body provide a full 360-degree package with different color options.

FIRE & RESCUE

The QTAC® Firefighting Skid is capable of drafting, applying retardants and small-scale fire suppression. It is ideal for use cases such as small to large scale prescribed burn control, grass and prairie burns, and dry grass cutting standby. The firefighting skid features additional options, including a 2.5-gallon foam capacity, a draft hose kit, an electric hose reel option and a 9-horsepower version with electric start.

- Extreme Duty Firefighting: The Extreme Duty Firefighting Package includes a RANGER XD 1500 Premium Standard Cab UTV equipped with a firefighting skid and lighting options that include a 20-inch or 40-inch single row lightbar and the Polaris' standard emergency light kit. The vehicle package also comes with Polaris Pro Armor 32-inch harvester tires, side and rearview mirrors, hood storage rack, upper front brush guard, rock guard with step and a heavy duty 6,000-lb winch.

- Off-Road Firefighting: The Off-Road Firefighting vehicle package includes a RANGER XP 1000 Premium Standard Cab, the firefighting skid, Low-Profile Linear Emergency light kit with lightbar and body lights, and a siren and PA system. The vehicle package also includes hood storage rack, side and rear-view mirrors, rock guard with step, and a headache rack.

Fire & Rescue Skid

The Fire & Rescue Skid includes a unique, convertible rescue litter platform that allows for the tailgate to be closed on the UTV when not in use. This skid is ideal for the same use cases as the firefighting skid with the addition of remote rescue and public events. The Fire & Rescue Skid can also be equipped with optional 2.5-gallon foam capacity, a draft hose kit, electric hose reel option.

- Extreme Duty Fire & Rescue: The Extreme Duty Fire & Rescue vehicle package includes a RANGER XD 1500 CREW NorthStar Premium UTV equipped with the Fire & Rescue Skid, deluxe emergency light kit and premium emergency light bar with siren and PA system. The vehicle kit also includes Pro Armor 32-inch harvester tires, side mirrors, hood storage rack, an upper front brush guard and rock guard with step.

- Off-Road Fire & Rescue: The Off-road Fire & Rescue vehicle package includes a RANGER XP 1000 CREW Premium equipped with the Fire & Rescue Skid, a deluxe emergency light kit and premium emergency light bar with siren and PA system. Additionally, the package includes a hood storage rack, fixed glass windshield, poly rear panel, side and rearview mirrors, and rock guard with step.

Rescue Skid

The QTAC Rescue Skid has a full-size rescue area, sliding storage and an attendant seat, with optional IV pole and O2 bottle mounts available. The skid is ideal for remote rescue operations and public events.

- Off-Road Rescue: The Off-Road Rescue vehicle package includes a RANGER XP 1000 CREW NorthStar Premium equipped with the Rescue Skid, a siren and PA system and emergency lighting that includes the Polaris deluxe emergency light kit and a premium emergency light bar. The package also includes a hood storage rack, side mirrors, and rock guard with step.

		- Electric Off-Road Rescue: Designed for those wanting an electric option in their rescue fleets, the Electric Off-Road rescue vehicle package comes with the RANGER XP Kinetic Premium UTV equipped with the Rescue Skid, Low-Profile Linear Emergency light kit with a siren and PA system. The vehicle package also includes a poly roof and poly rear panel, a full-size fixed glass windshield, front hood storage rack, side and rear-view mirrors, a rock guard with step and a 4500-lb winch.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial utility vehicles (UTVs) Off-Road utility vehicles (UTVs) All-terrain vehicles (ATVs) Emergency Response (UTVs) Fire Fighting (UTV's) Law Enforcement (UTV's) Electric transport Personnel carriers Burden carriers Snowmobiles
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	Polaris offers gas, diesel and electric options for our products. Polaris understands the importance in electrification and its impact on higher education and government sustainability initiatives. Already a leader in electric vehicle offerings, Polaris is accelerating that position with a recent 10-year exclusive partnership with Zero Motorcycles, a company with pioneering electrification experience, proven leadership, and electric powertrain technologies that are unmatched in the market. Under this 10-year agreement, Polaris plans to launch a new electric option to customers across each of its core business segments by 2025. We are excited to deliver additional electric vehicles within the range, value and performance characteristics that Sourcewell members desire. The current offering by product type is noted below. Utility Vehicles (UTVs) • Gas • Diesel • Electric All-Terrain Vehicles (ATVs) • Gas Burden Carriers • Gas • Electric • Diesel Personnel Carriers • Gas • Electric Snowmobiles • Gas

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement*
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - Pricelists.zip - Friday September 06, 2024 11:57:06
- [Financial Strength and Stability](#) - 2023-polaris-annual-report-Geared for Good.zip - Friday September 06, 2024 11:16:25
- [Marketing Plan/Samples](#) - Polaris Data Sheets.zip - Friday September 06, 2024 15:35:03
- [WMBE/MBE/SBE or Related Certificates](#) - 2024 Commercial Small Business Subcontracting Plan Polaris.pdf - Friday September 06, 2024 11:57:56
- [Standard Transaction Document Samples](#) - Quote Form Example.pdf - Friday September 06, 2024 11:23:05
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Sourcewell Dealer Program & Quote Form.zip - Friday September 06, 2024 11:16:50
- Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. Impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Nicholai Francis, VP Polaris Government & Defense, Polaris Sales Inc.

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 obligations contemplated in the solicitation proposal.

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 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1

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

Topic:

Insulated 40x52x14 Storage Building (Training Center) – Newmart Builders, Inc. (South Hill, VA)
\$ 21,562.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Insulated_Building_Memo.pdf

Consent_HFD_Insulated_Storage_Building.pdf

Newport_Insulated_Building_Quote.pdf

Description

Insulated Storage Building -
Training Center Memo

Consent HFD Insulated
Storage Bldg

Insulated Storage Building -
Training Center Quote



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 23, 2026

TO: Scott Nicewarner, City Administrator
FROM: John DiBacco, Fire Chief *J E DiBacco*
SUBJECT: Purchase of an Insulated Storage Building

Staff is requesting Mayor and Council approval to purchase an insulated 40' x 52' x 14' storage building from Newmart Builders, Inc., South Hill, Virginia, at a cost of \$21,562.00 for placement at the Hagerstown Fire Department Training Center.

The proposed building will provide much-needed storage space, covered garage access, and an indoor training area to support operations at the Training Center. The structure will allow for improved storage and protection of training equipment, supplies, and apparatus-related materials while also providing an additional sheltered area for hands-on instruction and practical training evolutions during inclement weather or periods of extreme heat and cold.

For the past several years, the Fire Department has maintained a Capital Improvement Program (CIP) request for a larger, high-bay storage and training facility at the Training Center. However, due to competing capital priorities, this project has been deferred multiple times and was once again deferred to Fiscal Year 2028.

While the Department continues to support the long-term need for the larger high-bay facility, there remains an immediate operational need for some level of enclosed storage and garage-access capability at the site. The proposed building represents a cost-effective interim solution that will improve Training Center functionality and operational readiness until funding becomes available for the larger project.

Funding for this purchase is available within the Training Center Capital Improvement Program budget, and adequate funds exist to support the acquisition.

Staff respectfully request Mayor and Council approval for the purchase of the insulated storage building from Newmart Builders, Inc. and appreciate your continued support of firefighter training and the Department's mission to provide safe and effective emergency services to the community.

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 provides for a dedicated and needed training space and equipment storage area for assets on-site at the Bowman Avenue facility.

J.D. Baucus 10/3/26
Signature / Date

J.D. Baucus 10/3/26
Signature / Date

(2) Purchasing Agent

COMMENTS

Approved vendor will need set up in Munis

J.D. Baucus 10/4/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hager
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approve

Chad Newman 10/5/26
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 23, 2026

TO: Scott Nicewarner, City Administrator
FROM: John DiBacco, Fire Chief *J E DiBacco*
SUBJECT: Purchase of an Insulated Storage Building

Staff is requesting Mayor and Council approval to purchase an insulated 40' x 52' x 14' storage building from Newmart Builders, Inc., South Hill, Virginia, at a cost of \$21,562.00 for placement at the Hagerstown Fire Department Training Center.

The proposed building will provide much-needed storage space, covered garage access, and an indoor training area to support operations at the Training Center. The structure will allow for improved storage and protection of training equipment, supplies, and apparatus-related materials while also providing an additional sheltered area for hands-on instruction and practical training evolutions during inclement weather or periods of extreme heat and cold.

For the past several years, the Fire Department has maintained a Capital Improvement Program (CIP) request for a larger, high-bay storage and training facility at the Training Center. However, due to competing capital priorities, this project has been deferred multiple times and was once again deferred to Fiscal Year 2028.

While the Department continues to support the long-term need for the larger high-bay facility, there remains an immediate operational need for some level of enclosed storage and garage-access capability at the site. The proposed building represents a cost-effective interim solution that will improve Training Center functionality and operational readiness until funding becomes available for the larger project.

Funding for this purchase is available within the Training Center Capital Improvement Program budget, and adequate funds exist to support the acquisition.

Staff respectfully request Mayor and Council approval for the purchase of the insulated storage building from Newmart Builders, Inc. and appreciate your continued support of firefighter training and the Department's mission to provide safe and effective emergency services to the community.



Custom Order - Jun 3, 2026

Newmart Builders, Inc.
 1000 Cycle Lane
 South Hill, VA 23970
 800-547-8480

buildyourown@newmartbuilder.com



View Online

Design Link							
https://design.newmartbuildersinc.com/?lng=en-US#bfad711c0ed76d95bb1c0bb7576a6309							
Ship To							
Name <u>Russell Grim</u>			Order # <u>1780455518666711</u>				
Install Address <u>929 Elderidge Dr.</u>							
City <u>Hagerstown</u>		State <u>MD</u>		Zip Code <u>21740</u>			
Email <u>rgrim@hagerstownmd.org</u>			Phone # <u>3017912544</u>		Mobile # _____		
Building Info	Size			Colors		Anchoring & Site Preparation	
Style <u>Garage</u>	40'	x	52'	x	14'	Installation Surface <u>Concrete</u>	
Roof Overhang <u>6"</u>						Roof <u>Red</u>	Power Available <input checked="" type="checkbox"/>
Roof Style <u>A-Frame Vertical</u>						Trim <u>Red</u>	Site Ready <input checked="" type="checkbox"/>
Brace <u>Certified Building - Must</u>						Siding <u>Brown</u>	Jobsite Level <input checked="" type="checkbox"/>
	Width		Frame Length		Leg Height		
Description	Qty	Unit Price	Price	Totals			
Base Price: 40'x52'	1	-	-	Subtotal	\$21,122.00		
Installation Surface: Concrete	1	-	-	Non-Taxable Services	\$440.00		
Roof: Red	1	-	-	+ Exempt (Exempt)	\$0.00		
Trim Colors: Red	1	-	-	Total Order Amount	\$21,562.00		
Siding: Brown	1	-	-	Remaining Due	\$21,562.00		
Frame Spacing: 4ft on Center	1	-	-				
Roof Style: A-Frame Vertical	1	-	-				
Roof Pitch: 3/12	1	-	-				
Roof Overhang: 6"	1	-	-				
Brace: Certified Building - Must Have Mobile Home Anchors, or be Installed on Concrete	1	\$585.00	\$585.00				
Leg Height: 14'	1	-	-				
Left Side: Fully Enclosed - Siding: Horizontal	1	\$1,347.50	\$1,347.50				
Right Side: Fully Enclosed - Siding: Horizontal	1	\$1,347.50	\$1,347.50				
Front End: Fully Enclosed - Siding: Horizontal	1	\$2,700.00	\$2,700.00				
Back End: Fully Enclosed - Siding: Horizontal	1	\$2,700.00	\$2,700.00				
Walk-in Door (36" x 80")	2	\$300.00	\$600.00				
10' x 12' Rollup Door - Corner Style: Dutch Corners - Side Entry	2	\$1,225.00	\$2,450.00				
Continued on next page...							

Description	Qty	Unit Price	Price
Astro Armour Insulation Insulation: Roof - Insulation, Left Sidewall - Insulation, Right Sidewall - Insulation, Back Wall - Insulation, Front Wall - Insulation	1	\$9,392.00	\$9,392.00
Additional Fees			
Nontaxable Fuel charge	1	\$40.00	\$40.00
Box Trim Included	1	-	-
Height Surcharge - Non-taxable	1	\$400.00	\$400.00
None	1	-	-
Customer Signature	Date		Desired Delivery Date
Dealer or Manufacturer Signature	Date		Delivery Notes

All quotes within the builder are subject to correction and approval by Newmart Builders. Colors on the builder may not be 100% accurate due to screen resolutions and differences. Structural depictions may vary depending on the size and location of the building. Door and window placements within the builder are examples only and may have to be discussed further by the staff at Newmart Builders. If the 3D builder does not allow or show you exactly what you want, please contact Newmart Builders to ensure we cannot meet your needs.

Certified Buildings meet 130 mph wind gusts and 30lb snow load. Higher wind and snow loads are available by special quote. Newmart builders Inc. is a manufacturer and distributor of retail metal buildings components for assembly. Newmart Builders is not the contractor nor should we be represented by the customer as the contractor for this purchase. The customer or their representative should represent themselves as such when applying for permits for assembly within their locality. Certified Buildings have a 20 year limited warranty on rust through of framing assuming normal user care and maintenance, and 90 day workmanship. We are not responsible for permits, covenant searches, restrictions, or acts of God (such as flooding, hail, lightning, wind, ice, snow, earthquakes, etc.) Please contact your local Building inspector or Homeowners Association for information. It is the customer's responsibility to check with Miss Utility or applicable service companies for underground obstacles. We will not be responsible for any underground lines or any damages that may occur. We are entering your property at your request, therefore we cannot be held responsible for any damages. The balance is due upon delivery. Newmart Builders reserves the right to accept or refuse any orders received. All orders received are subject to management approval to insure proper pricing. Non Certified Buildings are under no warranty and will not be given drawings for permitting. No refunds on process fee after 3 business days. Accepted Credit Cards are MasterCard & Visa. 3% Credit Card Fee Applies. BUILDING LENGTHS ARE MEASURED ON ROOF; GROUND LENGTH IS 1' SHORTER. The venue for any dispute arising from this contract will be in the appropriate court in Mecklenburg County, VA.

Your lot must be level for proper assembly. Additional fees may be charged for cutting or leveling. Pre-quoted cutting/leveling fees are based off open buildings. Garages may have additional fees for cutting/leveling. If OSHA regulations are required, pricing will be done on a case by case basis in house by Newmart Builders and must be done before we deliver the building. If the customer is required to get wet seal or site specific drawings, the customer is responsible for payment of these drawings and they will be priced by and within Newmart Builders. If the contractors are required to carry the building materials over 50ft with prior knowledge and/or a predetermined price, it is up to the contractors' discretion to charge the customer for the extra labor and time. ALL Add-On Orders As Well As Return Trips Due To Unlevel Sites, Customer Absence, Ordering The Wrong Size, Unknown OSHA Regulations, Etc, Will Have A Minimum \$140 Surcharge Added To The Order Before Returning. A \$40 fuel surcharge will be included on all order under \$5k and \$50 fuel surcharge will be added to all orders over. If a lift and/or logistics fee is needed, they will be priced in house by Newmart Builders at the time the order is placed.

Customer Signature: _____ Date: _____

Sign After Delivery: _____ Date: _____



Perspective View



Front



Left Side



Right Side



Back



Custom Order - Jun 3, 2026

Newmart Builders, Inc.
 1000 Cycle Lane
 South Hill, VA 23970
 800-547-8480
 buildyourown@newmartbuilder.com



View Online

Design Link							
https://design.newmartbuildersinc.com/?lng=en-US#bfad711c0ed76d95bb1c0bb7576a6309							
Ship To							
Name <u>Russell Grim</u>			Order # <u>1780455518666711</u>				
Install Address <u>929 Elderidge Dr.</u>							
City <u>Hagerstown</u>		State <u>MD</u>		Zip Code <u>21740</u>			
Email <u>rgrim@hagerstownmd.org</u>			Phone # <u>3017912544</u>		Mobile # _____		
Building Info		Size		Colors		Anchoring & Site Preparation	
Style <u>Garage</u>		$\frac{40'}{\text{Width}} \times \frac{52'}{\text{Frame Length}} \times \frac{14'}{\text{Leg Height}}$		Roof <u>Red</u>		Installation Surface <u>Concrete</u>	
Roof Overhang <u>6"</u>				Trim <u>Red</u>		Power Available <input checked="" type="checkbox"/>	
Roof Style <u>A-Frame Vertical</u>				Siding <u>Brown</u>		Site Ready <input checked="" type="checkbox"/>	
Brace <u>Certified Building - Must</u>						Jobsite Level <input checked="" type="checkbox"/>	
Description				Qty	Unit Price	Price	Totals
Base Price: 40'x52'				1	-	-	Subtotal \$21,122.00
Installation Surface: Concrete				1	-	-	
Roof: Red				1	-	-	Non-Taxable Services \$440.00
Trim Colors: Red				1	-	-	+ Exempt (Exempt) \$0.00
Siding: Brown				1	-	-	
Frame Spacing: 4ft on Center				1	-	-	Total Order Amount \$21,562.00
Roof Style: A-Frame Vertical				1	-	-	
Roof Pitch: 3/12				1	-	-	Remaining Due \$21,562.00
Roof Overhang: 6"				1	-	-	
Brace: Certified Building - Must Have Mobile Home Anchors, or be Installed on Concrete				1	\$585.00	\$585.00	
Leg Height: 14'				1	-	-	
Left Side: Fully Enclosed - Siding: Horizontal				1	\$1,347.50	\$1,347.50	
Right Side: Fully Enclosed - Siding: Horizontal				1	\$1,347.50	\$1,347.50	
Front End: Fully Enclosed - Siding: Horizontal				1	\$2,700.00	\$2,700.00	
Back End: Fully Enclosed - Siding: Horizontal				1	\$2,700.00	\$2,700.00	
Walk-in Door (36" x 80")				2	\$300.00	\$600.00	
10' x 12' Rollup Door - Corner Style: Dutch Corners - Side Entry				2	\$1,225.00	\$2,450.00	
Continued on next page...							

Description	Qty	Unit Price	Price
Astro Armour Insulation Insulation: Roof - Insulation, Left Sidewall - Insulation, Right Sidewall - Insulation, Back Wall - Insulation, Front Wall - Insulation	1	\$9,392.00	\$9,392.00
Additional Fees			
Nontaxable Fuel charge	1	\$40.00	\$40.00
Box Trim Included	1	-	-
Height Surcharge - Non-taxable	1	\$400.00	\$400.00
None	1	-	-
Customer Signature	Date	Desired Delivery Date	
Dealer or Manufacturer Signature	Date	Delivery Notes	

All quotes within the builder are subject to correction and approval by Newmart Builders. Colors on the builder may not be 100% accurate due to screen resolutions and differences. Structural depictions may vary depending on the size and location of the building. Door and window placements within the builder are examples only and may have to be discussed further by the staff at Newmart Builders. If the 3D builder does not allow or show you exactly what you want, please contact Newmart Builders to ensure we cannot meet your needs.

Certified Buildings meet 130 mph wind gusts and 30lb snow load. Higher wind and snow loads are available by special quote. Newmart builders Inc. is a manufacturer and distributor of retail metal buildings components for assembly. Newmart Builders is not the contractor nor should we be represented by the customer as the contractor for this purchase. The customer or their representative should represent themselves as such when applying for permits for assembly within their locality. Certified Buildings have a 20 year limited warranty on rust through of framing assuming normal user care and maintenance, and 90 day workmanship. We are not responsible for permits, covenant searches, restrictions, or acts of God (such as flooding, hail, lightning, wind, ice, snow, earthquakes, etc.) Please contact your local Building inspector or Homeowners Association for information. It is the customer's responsibility to check with Miss Utility or applicable service companies for underground obstacles. We will not be responsible for any underground lines or any damages that may occur. We are entering your property at your request, therefore we cannot be held responsible for any damages. The balance is due upon delivery. Newmart Builders reserves the right to accept or refuse any orders received. All orders received are subject to management approval to insure proper pricing. Non Certified Buildings are under no warranty and will not be given drawings for permitting. No refunds on process fee after 3 business days. Accepted Credit Cards are MasterCard & Visa. 3% Credit Card Fee Applies. BUILDING LENGTHS ARE MEASURED ON ROOF; GROUND LENGTH IS 1' SHORTER. The venue for any dispute arising from this contract will be in the appropriate court in Mecklenburg County, VA.

Your lot must be level for proper assembly. Additional fees may be charged for cutting or leveling. Pre-quoted cutting/leveling fees are based off open buildings. Garages may have additional fees for cutting/leveling. If OSHA regulations are required, pricing will be done on a case by case basis in house by Newmart Builders and must be done before we deliver the building. If the customer is required to get wet seal or site specific drawings, the customer is responsible for payment of these drawings and they will be priced by and within Newmart Builders. If the contractors are required to carry the building materials over 50ft with prior knowledge and/or a predetermined price, it is up to the contractors' discretion to charge the customer for the extra labor and time. ALL Add-On Orders As Well As Return Trips Due To Unlevel Sites, Customer Absence, Ordering The Wrong Size, Unknown OSHA Regulations, Etc, Will Have A Minimum \$140 Surcharge Added To The Order Before Returning. A \$40 fuel surcharge will be included on all order under \$5k and \$50 fuel surcharge will be added to all orders over. If a lift and/or logistics fee is needed, they will be priced in house by Newmart Builders at the time the order is placed.

Customer Signature: _____ Date: _____

Sign After Delivery: _____ Date: _____

Building Images



Perspective View



Front



Left Side



Right Side



Back

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

Topic:

Specific Stop Loss Insurance Annual Premium – United Healthcare (Chicago, IL) \$ 814,041.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_HR_Consent_Stop_Loss.pdf

Description

Signed Consent HR Stop
Loss

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.
	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.
X	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

Approved
AS _____ *5/18/26*
 Signature / Date

 Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Frera _____ *6/4/26*
 Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle _____
 Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman _____ *6/5/26*
 Signature / Date

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

Topic:

Workers' Compensation Self-Insurance TPA Services – PMA Management Corporation (Blue Bell, PA) \$ 27,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_HR_Consent_Workers_Comp_Self-Insurance.pdf

Description

Signed Consent HR
Workers Comp Self-
Insurance

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.
	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.
X	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

Approved

[Signature] 6/1/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

[Signature] 6/4/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

[Signature]
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[Signature] 6/5/26
Signature / Date

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

Topic:

Workers' Compensation Excess Liability Insurance – Midwest Employers Casualty Company
(Chesterfield, MO) \$ 179,383.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name


Signed_HR_Consent_Workers_Comp_Liability.pdf

Description

Signed Consent HR
Workers Comp Liability

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.
	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.
X	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

 _____ 6/1/26
 Signature / Date

_____ Signature / Date

(2) Purchasing Agent
COMMENTS
 Approved- vendor will need set up in munis

 Tiffani Freese 6/4/26
 Signature / Date

(3) Chief Financial Officer
COMMENTS
 Approve

 Michelle [Signature]
 Signature / Date

(4) City Administrator
COMMENTS
 Recommend Approval

 Scott [Signature] 6/5/26
 Signature / Date

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

Topic:

Workers' Compensation Surety Bond – Midwest Employers Casualty Company (Chesterfield, MO) \$ 38,250.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_HR_Consent_Workers_Comp_Surety_Bond.pdf

Description


Signed Consent HR
Workers Comp Surety Bond

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.
	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.
X	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

Approved

 Signature / Date 6/1/26

 Signature / Date

(2) Purchasing Agent

COMMENTS

Approved Approved vendor will need setup in munis
 Tyler Fera 6/4/26
 Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 Signature / Date 6/5/26



CITY OF HAGERSTOWN, MARYLAND

Human Resources

TO: Scott Nicewarner- City Administrator

FROM: Kevin DeHaven- Risk/Human Resources Administrator *KBY*

DATE: June 1, 2026

RE: **Fiscal 2027 Workers Compensation Self-Insurance**

The City moved to a self-insured model for our workers' compensation coverage effective July 1, 2015, a move that has lowered the City's funding expenditures for the coverage. Funding the program included the procurement of an excess liability policy, a security bond, and a third-party administrator for handling injury claims, legal costs, along with associated fees to administer the program.

The Workers' Compensation Commission (WCC) issued a conditional order granting the City's Privilege to Self-Insurance with a condition of a \$3M security bond. Midwest Employers Casualty's quoted bond premium for Fiscal 2027 is \$38,250, which is within our budgeted funds of \$47,676.

The Fiscal 2027 excess liability policy quoted by Midwest is \$179,383. The policy has a self-insured retention of \$750K, with a maximum occurrence and aggregate of \$1,000,000, which is a requirement by the Workers' Compensation Commission for self-insureds. The switch in insurance from Safety National to Midwest resulted in savings of \$45,602 or a 20.26% reduction.

Lodestar Claims & Risk Services (formally PMA) serves as the City's third-party administrator (TPA) after CBIZ completed an RFP for the TPA services. The budget for the TPA services and fees is \$50,000. This will be the second year of a three-year contract, with two additional optional renewal years. The average yearly lump sum fee over the life of the contract is \$27,200.

The total funding for the Fiscal 2027 self-insured program is \$1,793,918. This slight increase is the result of an Expected Loss Actuarial study to review the City's budgeting needs for premium expenses. The expenses include loss funding for medical and indemnity payments, managed care fees, and an escrow fund. The study was conducted by Allen Consulting, who completes our actuarial studies for WCC reporting requirements, and was reviewed by CBIZ.

With your approval, we will add the funding for the Fiscal 2027 Workers' Compensation Program's operating budget to the preliminary agenda on June 9, 2026. Formal approval is scheduled for June 23, 2026 during the regular session.

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

Topic:

Weeds, Trash and Debris Abatement Contract -- LawnTopia Group LLC (Thurmont, MD) \$ 50,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_Code_Consent_Weeds_Trash_Debris.pdf

Description


Signed Consent Code
Weeds Trash Debris
Contract

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

 6/4/26
Signature / Date

 6/4/26
Signature / Date

(2) Purchasing Agent

COMMENTS

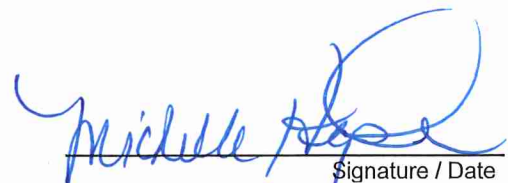
Approve

 6/5/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 6/5/26
Signature / Date

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

Topic:

Storm Drain System Upgrades Minor Bridge Structure HAG-12 – Carl Belt Construction
(Cumberland, MD) \$ 326,272.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_Engineering_Consent_Storm_Drain_Upgrades.pdf

Description

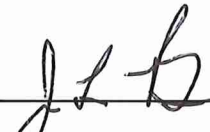
Signed Consent Storm
Drain Upgrades

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.
	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

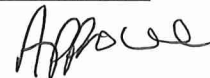
COMMENTS Recommend award of contract to Carl Belt Construction


 6/4/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS



 6/5/26
Signature / Date

(3) Chief Financial Officer

COMMENTS





Signature / Date

(4) City Administrator

COMMENTS



 6/5/26
Signature / Date

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

Topic:

Renewal of Service Contract – Urban SDK (Jacksonville, FL) \$ 14,605.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_Engineering_Consent_Contract_Urban_SDK.pdf

Description

Signed Consent
Engineering Contract Urban
SDK

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 Recommend renewal of contract with Urban SDK.

JLB 5/20/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fera 6/14/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this will cross fiscal years. There is adequate funds in FY27 to cover this renewal.

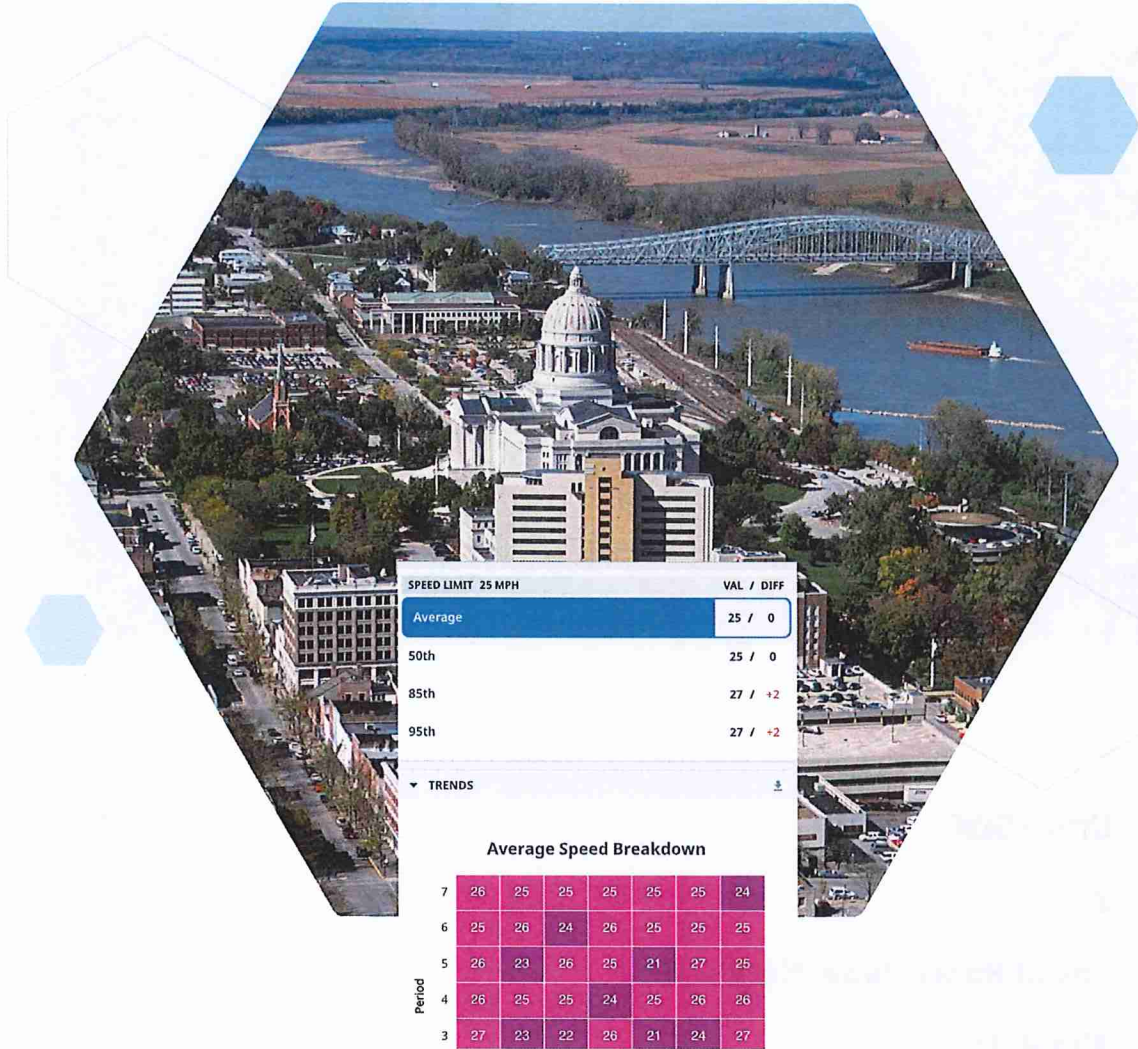
Michelle Lopez
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Chris McQuinn 6/5/26
Signature / Date



Urban SDK

&

City of Hagerstown, Maryland

Prepared For:
 Jim Bender
 City of Hagerstown, Maryland

Prepared By:
 Zack Funkhouser
 Urban SDK

Table of Contents



Urban SDK	1
&	1
City of Hagerstown, Maryland	1
About Us	3
Popular Use Cases	4
Statement of Work (SOW)	7
Responsibilities	9
Pricing & Fees	10
Client Signature	12
Terms and Conditions	13



About Us

Urban SDK is a leading provider of geospatial AI solutions, equipping public leaders with actionable insights and automation for mission-critical decisions. Established in 2018 and headquartered in Jacksonville, Florida, Urban SDK is the only platform on the market that provides a comprehensive System of Action to state and local governments. Our team of military veterans, engineers, scientists, policymakers, and entrepreneurs are all committed to the same unified vision: easing the burdens of community leaders through innovation.

Our System of Action unifies data, workflows, and AI so local governments can break free from technical debt and respond to changing conditions at scale. In doing so, Urban SDK's approach delivers measurable ROI to each of our customers, enabling agencies to recapture time, budget and precision in order to accelerate projects, refine resource allocations and respond more quickly to their constituents.

Our partners throughout North America leverage Urban SDK to help:

- Replace manual data collection and empower decision making
- Orchestrate regulated processes and operating procedures
- Align staff with decision support systems to increase efficiency
- Connect disparate departments to achieve common goals
- Enable officials to adjust actions based on changing conditions

Popular Use Cases



Including Traffic Calming, Urban SDK aids clients with daily mission critical objectives such as:

- **Traffic Calming** - Reducing speeds and improving pedestrian/bike safety
- **Traffic Enforcement** - Proactively reducing risky driving behaviors and ensuring compliance with traffic codes
- **School Zone Safety** - Reducing speeds and improving safety near schools
- **Work Zone Monitoring** - Monitoring traffic, safety, and compliance around road construction zones
- **Traffic Safety Analysis** - Prioritizing resources where crime and traffic risks overlap
- **Event Impact Monitoring** - Tracking congestion, blocked emergency lanes, and road closures before, during, and after major events
- **Cut-Through Traffic** - Identifying local residential streets or unintended routes used to bypass congestion, accidents, or delays on main thoroughfares
- **Sidewalk Inventory** - Performing ADA audits and safety workflows without field visits

Traffic Calming

Definition

Traffic calming is a set of strategies and roadway design measures aimed at reducing speeds, discouraging cut-through traffic, and improving pedestrian/bike safety.



Challenges of the Current Process

80% of traffic calming requests are perception issues and never meet local ordinance or criteria standards. Collecting manual data for these perception issues is a massive drain on resources and budgets.



How Urban SDK Solves These Issues

With Urban SDK, agencies now have the ability to identify roadways that qualify for traffic calming prior to complaints. They are able to cut back on a majority of the historical data previously collected, and focus on areas that meet calming criteria.

Key Objectives Improved by Urban SDK

✓ Speed reduction

✓ Volume control

✓ Safety improvements

✓ Livability goals

Required Urban SDK Data

01 Speed Module

02 Volume Module

Add-On Options

01 Workflows (Highly recommended)

02 Crash Integration (Could be a requirement-based agency policy)

Platform Features

 Satellite/aerial maps

 Measurement tools

 Geofencing and layering

 Dashboards and reports

Departments that Benefit



Public Works

More efficient calming investments



Engineering

Quicker preparation of studies & plans



Planning

Aligns calming with mobility/zoning



Law Enforcement (Traffic Division)

Enforces in calm areas



Elected Officials

Political champions for livability



Statement of Work (SOW)

Goals

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with Urban SDK's provision of roadway data for City of Hagerstown, Maryland.

This engagement will deliver comprehensive datasets that support the organization's safety, planning, and operational analysis initiatives.

Scope of Services

1. Traffic Speed Data

Urban SDK will provide the client with traffic speed datasets for all jurisdictional roadways. Deliverables include:



Average, 50th, 85th, and 95th Percentile Speed



Speed Limits for Jurisdictional Roadways



Speed Differences of: Average 50th, 85th and 95th Percentile



Functional Road Classes 1-5 data

2. Traffic Volume Data

Urban SDK will provide the client with traffic volume datasets for all jurisdictional roadways. Deliverables include:



Annual Average Daily Traffic (AADT) counts



Vehicle Miles Traveled (VMT) per location



Annual Average Hourly Traffic (AAHT) counts



Functional Road Classes 1-5 data



Speed data is refreshed daily; volume data is refreshed annually and includes a **1-year historical archive**

3. Traffic Delay and Congestion

Urban SDK will provide the client with Traffic Delay Data for Functional Classes 1-5. Deliverables include:



Travel Time Index (TTI)






Buffer Time Index (BTI)



Planning Time Index (PTI)

4. Customer Support

-  **Channels:** Live chat and email support.
-  **Coverage:** Standard business hours with SLA defined under Urban SDK's Terms of Service.
-  **Included Services:** Unlimited customer support during contract term.

Responsibilities



Urban SDK

- ✔ Provide data access and updates as defined in this SOW.
- ✔ Conduct onboarding and training sessions for staff.
- ✔ Conduct a full Q&A of all data to ensure locations and results meet the client's needs.
- ✔ Maintain application uptime and ensure timely delivery of data.
- ✔ Provide customer support throughout the engagement.

City of Hagerstown, Maryland



Provide designated points of contact for project oversight and user access assignments.



Ensure timely attendance at training and onboarding sessions.

Pricing & Fees

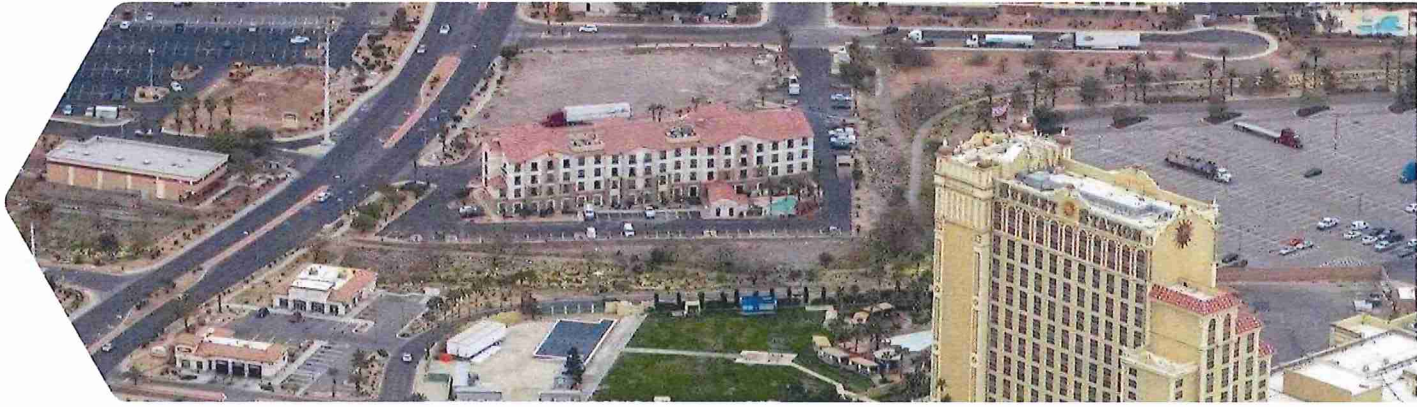
Pricing Overview

Contract Start Date	May 28, 2026
Contract End Date	May 27, 2027
Proposal Expires	May 28, 2026

Products & Services

Modules

Product	Price	Contract term	Total	
Insights Plan	\$14,605.00 per year	1 year	\$14,605.00 per year	∨
Traffic Volumes	\$3,500.00 per year	1 year	\$3,500.00 per year	∨
Traffic Delay and Congestion	\$3,500.00 per year	1 year	\$3,500.00 per year	∨
Customer Support	\$0.00 per year	1 year	\$0.00 per year	∨
5 User Seats	\$0.00		\$0.00	
10 Traffic Studies	\$4,000.00		\$4,000.00	
		Discount	\$11,000.00	
		Section total	\$14,605.00	
		Subtotal	\$14,605.00	



Proposal Comments

URBAN SDK, INC.

Urban SDK will provide **Hagerstown, MD** with comprehensive Speed, Delay, and Volume data for every roadway. This includes:

- **Speed Data:** 13 month data backfill derived from connected vehicle data, Urban SDK provides average, 85th percentile, and 95th percentile speeds on each road segment, enabling high-resolution analysis by hour or daily period across functional classes 1–5.
- **Delay Data:** Measures average travel time, congestion impact (TTI), peak delay conditions (PTI), and buffer time (BTI) on each roadway
- **Volume Data:** Modeled AADT, AAHT, and VMT data for all functional road classes using machine learning and ground-truth traffic counts to provide daily, hourly, and annual vehicle movement insights across the full road network.
- **Historical Data:** Any historical data supplied will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.
- **Customer Support:** Live chat and email assistance, self-serve knowledge base with how-to articles and videos, and ongoing online training webinars.

Traffic Studies:

Urban SDK will provide traffic studies on the following roads:

- N Burhans Blvd (S-0487) - both directions
- Eastern Blvd, N (S-0815) - northbound
- Eastern Blvd, N (S-3595) - southbound
- Leitersburg Pike (S-0022) – both directions
- Virginia Ave (S-0195) – both directions
- W Washington Ave (S-0447) – eastbound
- Franklin St West near Nottingham Rd - In school session
- Frederick St near Est 1st St - In school session
- Potomac St South near 1st St - In school session
- Salem Ave near Key Circle - In school session

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available below, all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Client Signature

Signature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

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

Topic:

AutoCAD Subscription Renewal for FY27 – DLT Solution LLC (Herndon, VA) \$ 11,011.59

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_Engineering_Consent_AutoCAD.pdf

Description

Signed Consent
Engineering AutoCAD

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.
	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.
X	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 *Recommend continuing our relationship with DLT Solutions to provide essential engineering design software that our department depends upon.

JLB 6/2/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved need updated w9

Tim Fico 6/4/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman 6/5/26
Signature / Date



DLT Solutions

PRO-FORMA INVOICE

Invoice #: 5410784A

Date: 6/2/2026

Order #: 5410784

RFQ #:

Terms: Net 30 Days Credit Card COD

DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Sales Rep: Paul Wahlstrom

Phone: 888-358-9346

Fax: 888-358-9346

Email: sales@dlt.com

Web: http://www.dlt.com/

Bill To Address:	Ship To Address:	Shipping Instructions:
Name: Jeff Swan Agency: Hagerstown, City of (MD) Address: 1 E Franklin St City/State/Zip: Hagerstown, MD 21740 Email: JSwan@hagerstownmd.org	Hagerstown, City of (MD) 1 E Franklin St Hagerstown, MD 21740	

Item	Part# / Mfg #	Description	Qty / Contract	Unit Price	Ext Price
1	9701-1004929 C1RK1-002672-L851	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal	1 OM	\$2,057.92	\$2,057.92
2	9701-1008733 02H11-009608-L819	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)	5 OM	\$1,345.75	\$6,728.75
3	9701-1008749 C1RK1-007978-L879	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)	3 OM	\$741.64	\$2,224.92

Total Price: \$11,011.59

By ACH/Wire

DLT Solutions, LLC
Bank of America
ABA #111000012
Acct #4451063799
SWIFT Code: BOFAUS3N
Contact: ACH 301-517-3118
1455 Market Street
San Francisco, CA 94109

By Regular Mail

DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

By Overnight Mail

Bank of America Lockbox Services
DLT Solutions, LLC
Lockbox 743359
6000 Feldwood Road
College Park, GA 30349
301-517-3118

THIS INVOICE IS BEING PRESENTED TO YOU AS A "BILLING IN ADVANCE" OF SHIPMENT AT YOUR REQUEST. APPLICABLE FREIGHT AND TAXES WILL BE BILLED UPON SHIPMENT

For Questions regarding this invoice or payment via electronic funds transfer, please contact Collections at (888) 358-9346

Invoices not paid within terms are subject to a 1.5% per month interest charge.

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

Topic:

Cameras and Licenses for Hagerstown Police Department Property – Spichers Security
(Hagerstown, MD) \$ 20,508.47

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260603115708410.pdf

20260603115730513.pdf

Description

CONSENT FORM

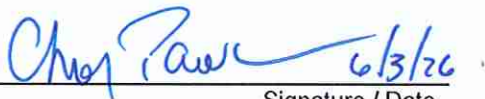
QUOTE

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
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 made from a grant mod. we filed to re-purpose the funds to replace and enhance our building cameras.

 6/3/20

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



QUOTE
Q00041753

SPICHER'S SECURITY SERVICES
13427 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742
(301) 739-2794

Quote Date
04/16/2026



Bill To: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700	Ship To: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700
---	---

Special Request:

Customer #	Salesperson	PO#	Payment Type	Schedule Date
3017903700	MIKE BOWERS		PAYMENT BEFORE DELIVERY	04/20/2026

Qty	Model	Description	Price	Ext Price
3		Axis multi directional 2 4k ch	1,610.70	4,832.10
3		4K indoor dome axis	1,057.45	3,172.35
4		4K Axis Bullet camera	1,177.23	4,708.92
20		Xprotect care plus device lic	172.26	3,445.20
5		WIRE	289.98	1,449.90
20.00	Labor	MD SERVICE/INSTALL LABOR	145.00	2,900.00

PACT
5239 60 535

- * All products remain the property of Spicher's Security until paid in full.
- * Price quotes for installation are estimates only. If the job takes longer than quoted time, extra fees may be incurred.
- * All authorized returns are subject to a 25% restocking fee.
- * There is no warranty on existing equipment or takeovers.
- * 50% of total invoice is due prior to ordering equipment/ scheduling job.
- * Spicher's Security will make every effort to schedule installation within a 2 to 3 week time period however, acts of God may delay the scheduling.
- * All price quotes are only valid for 30 days.

Sub Total	20,508.47
Tax	0.00
Invoice Total	20,508.47
Payment	0.00
Balance Due	20,508.47

Customer Signature _____

Thank You

Total due 30 days upon receipt

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

Topic:

Rent: 324 E. Antietam Street, Hagerstown for the period July 2025 through June 2026 – PCMS Real Estate, LLC (Hagerstown, MD) \$ 12,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_FORM_-_PCMS.pdf
AGREEMENT_-_PCMS.pdf

Description

CONSENT FORM
AGREEMENT

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.
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 covers an office space, utilized by our Crime Suppression Unit + our Community Resource Officers. The rent was free for 1st year and provided to us at a discounted rate this year. Funding to cover the rent is from our general fund account.
 Chris [Signature] 5/29/20
 _____ Signature / Date

(2) Purchasing Agent
COMMENTS
 _____ Signature / Date

(3) Chief Financial Officer
COMMENTS
 _____ Signature / Date

(4) City Administrator
COMMENTS
 _____ Signature / Date



Suite 304 OFFICE WORKSPACE AGREEMENT

I. THE PARTIES. This Co-Working Space Agreement ("Agreement") made this **First Day of July, 2025** is by and between:

PCMS Real Estate LLC, of Hagerstown, State of Maryland, Zip Code 21740, AND

City of Hagerstown, 50 N Burhans Blvd, Hagerstown, MD 21740.

II. CO-WORKING SPACE. Under this Agreement, the Landlord agrees to offer the following property to the Office for co-working use:

Street Address: **Suite 304, 324 East Antietam Street, City of Hagerstown, State of Maryland, 21740, including parking on site.**

Add'l. Description: **Secured by fob and door strike for the primary and secondary entrances. The primary space used will be used solely by the Tenant and consists of the space beyond the waiting room and interview rooms. The Premises are depicted on the drawing entitled "Proposed Suite 304 Layout," attached hereto and incorporated herein.**

Hereinafter known as the "Premises".

III. TERM. This Agreement shall start on July 1, 2025: (check one)

- On a Month-to-Month Basis. This Agreement shall continue until either of the Parties gives notice of at least **60** days from the next payment date.

- For a Fixed Period. This Agreement shall end on the date of **June 30, 2026**. Upon this Agreement ending, and no new agreement is authorized between the Parties, this Agreement shall: (check one)

- Terminate.

- One year agreement (July 1, 2025 thru June 30, 2026) with a 60-day window prior to May 31, 2025 to determine the continuation of the said agreement. Possible rent from HPD (City of Hagerstown) to be considered if approved in the City's budget year. Should negotiations continue beyond said window, lease terms shall remain in full force and effect, subject to termination by either party, upon sixty (60) days' written notice.

- Monthly Rate. The Tenant shall be charged \$ 1,200 /month for the use of the Secured Premises. All payments will be made on the first of the month to PCMS Real Estate LLC. Due to unforeseen budgetary constraint that HPD had for the year the rental amount was reduced to \$1,000 a month for 12 months.

- Annual Rate. NA

VII. LATE PAYMENT FEES. If any payment or charges due by the Tenant to the Landlord are not made within 10 calendar days, the Landlord shall: (check one)

- Charge a late fee in the amount of: (check one)

- \$____ due shall accumulate for each day occurrence rent is late.

- 5 % of balance shall accumulate for each day occurrence rent is late.

- Not charge a late fee.

VIII. PETS. The Premises has the following pet-policy: (check one)

- Pets Not Allowed. Pets are not allowed on the Premises at any time during the term of this Agreement except for those legally allowed under State law for individuals with disabilities.

- Pets Allowed. Pets are allowed on the Premises in accordance with the following: (check all that apply)

- Number (#) of Pets. The Tenant shall be limited to having no more than ____pet(s) on the Premises during any single instance.

- Weight Limit. The Tenant shall be limited to having pet(s) on the Premises weighing no more than ____pounds.

- Types. The Tenant shall be limited to having only the following types of pets on the Premises: X K-9 Officers may bring animals to the Premises as needed for duty assignment__.

IX. OTHER FEES. The Tenant shall be obligated to: (check one)

- No other fees or payments other than the Rate mentioned in Section IV.

- Once a week cleaning is included in the monthly rate. Any additional cleaning required in the workspace and/or furniture will be charged to the Tenant.

X. OPERATING STANDARDS. In accordance with this Agreement, and all other co-working space agreements on the Premises, the Tenant and the tenants of the Premises agree to the following:

No individual or business may conduct any activity within the Premises that, in the sole judgment of the Landlord, creates excessive traffic or be inappropriate to the other staff and/or tenants' co-working experience;

XIX. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

Landlord's Signature _____ **Date:** _____

Print Name: Dawn R. Johns, Executive Director

Tenant's Signature _____ **Date:** _____

Print Name: Chief Paul J. Kifer

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

Topic:

City Camera System Expansion – Spichers Security Services (Hagerstown, MD) \$ 29,980.50

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260603130937644.pdf

hpd_18_axis_cams.pdf

Description

CONSENT FORM

QUOTE

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.
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 *The purchase of 42 cameras will come from our CIP Acct. The licenses and installation will come from our IT general funds per purchases follow purchasing policy guidelines.*
Chris Paul — 6/3/20
 _____ Signature / Date

(2) Purchasing Agent
COMMENTS
 _____ Signature / Date

(3) Chief Financial Officer
COMMENTS
 _____ Signature / Date

(4) City Administrator
COMMENTS
 _____ Signature / Date

SPICHER'S SECURITY SERVICES
13427 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742
(301) 739-2794

Quote Date
05/20/2026



Bill To: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700	Ship To: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700
--	--

Special Request:

Customer #	Salesperson	PO#	Payment Type	Schedule Date
3017903700	MIKE BOWERS		PAYMENT BEFORE DELIVERY	

Qty	Model	Description	Price	Ext Price
18		Axis 8mp 4k camera	1,300.00	23,400.00
34		Milestone corp device license	180.75	6,145.50
3.00	Labor	MD SERVICE/INSTALL LABOR	145.00	435.00

- * All products remain the property of Spicher's Security until paid in full.
- * Price quotes for installation are estimates only. If the job takes longer than quoted time, extra fees may be incurred.
- * All authorized returns are subject to a 25% restocking fee.
- * There is no warranty on existing equipment or takeovers.
- * 50% of total invoice is due prior to ordering equipment/ scheduling job.
- * Spicher's Security will make every effort to schedule installation within a 2 to 3 week time period however, acts of God may delay the scheduling.
- * All price quotes are only valid for 30 days.

Sub Total	29,980.50
Tax	0.00
Invoice Total	29,980.50
Payment	0.00
Balance Due	29,980.50

Customer Signature _____

Thank You

Total due 30 days upon receipt

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

Topic:

Light - FY27 Blanket Contract – Traffic Control Services -- WD Wright Contracting LLC (Beaver, PA) \$50,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260623_FY27_Blanket_Contract_-_Traffic_Control.pdf

Description

CONSENT TRAFFIC
CONTROL



PURCHASE / CONTRACT / CONSENT FORM
City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
TOTAL VALUE		\$

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: _____
 Business Address: _____
 City/State/Zip: _____

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

OTHER VENDORS		
Firm	City/State	Evaluated Amount
The bid was awarded to WD Wright for the above scope of work, meeting all specifications. Lowest bidder was disqualified, unable to provide after-hours emergency response.		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	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:

<p>(1) Department Director and Division Manager <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(2) Purchasing Agent <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(3) Chief Financial Officer <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(4) City Administrator <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>

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

Topic:

Light - Wood Utility Pole Inspection and Treatment -- Resource Asset Management Solutions (Independence, KS) \$125,711.80

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260623_FY27_Wood_Pole_Inspection.pdf

Description

CONSENT POLE
INSPECTION

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	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:

<p>(1) Department Director and Division Manager <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p>(2) Purchasing Agent <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p>(3) Chief Financial Officer <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p>(4) City Administrator <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>

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

Topic:

Light - Substation Control Batteries and Charger -- Action Battery Wholesalers, Inc. (Somerset, WI) \$15,293.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260623_Substation_Control_Batteries.pdf

Description

CONSENT BATTERIES

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	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:

<p>(1) Department Director and Division Manager <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(2) Purchasing Agent <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(3) Chief Financial Officer <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(4) City Administrator <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>

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

Topic:

Wastewater: Atlas Copco Five-Year Service Plan – Atlas Copco Compressors, LLC (Rock Hill, SC) \$693,468.56 (5-yr contract)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_ATLAS_COPCO_MAINTENANCE_PLAN_PG1.pdf	CONSENT ATLAS COPCO PAGE 1
CONSENT_ATLAS_COPCO_MAINTENANCE_PLAN_PG2.pdf	CONSENT ATLAS COPCO PAGE 2
Atlas_Copco_City_of_Hagerstown_Service_Plan_Existing.pdf	ATLAS COPCO QUOTE

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.
	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:

<p>(1) Department Director and Division Manager <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(2) Purchasing Agent <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(3) Chief Financial Officer <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p>(4) City Administrator <u>COMMENTS</u></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>

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.
	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:

<p>(1) Department Director and Division Manager <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p>(2) Purchasing Agent <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p>(3) Chief Financial Officer <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p>(4) City Administrator <u>COMMENTS</u></p> <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>

CITY OF HAGERSTOWN

Addendum Date: 3/31/2025

Attn: Robbie Eyler
 1 Clean Water Circle
 Hagerstown, MD 21740

Dear Robbie,

The **expiration** of the current Purchase Order for the service agreement between Atlas Copco Compressors and **City of Hagerstown** expires 6/29/2025.

A signature of this pricing addendum will allow you to continue the current agreement without interruption. We will need an updated non expired PO to continue with your current service plans.

Late PO renewal can cause:

- Disruption in maintenance, lost service visits, reduced risk coverage.
- Decreased reliability, durability, and energy efficiency of the equipment.
- Contract cancellation, Voided Warranties, and New Price policies.

Thank you for choosing us as your service provider for the compressed air equipment. We would like to further assure continuation and success of our partnership.

In case you need additional information on this addendum or any other service products, do not hesitate to contact me or your local Service Sales representative at any time.

Sincerely,

Eva R. Bowers
 Contract Renewal Specialist – East
 Office: 803-817-7029 – eva.bowers@atlascopco.com

Addendum details

Initial Quote reference	156382333	Current PO Expiry Date	6/29/2025
New PO Number/Reference:	Filed in by Customer	New PO expiration Date (It <u>cannot</u> exceed plan expiry date listed on 2 nd page)	Filed in by Customer
Annual Price for the renewed PO duration:	\$111,687.11	Freight is included. Taxes are not included. By default, pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm.	

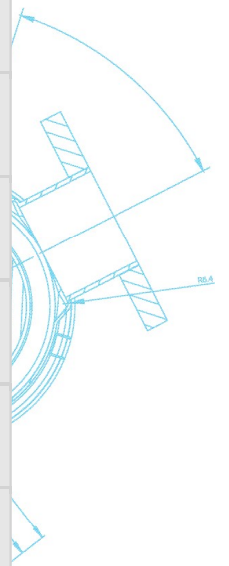
ALL OTHER MUTUALLY AGREED TERMS ARE SPECIFIED IN THE 'ATLAS COPCO GENERAL TERMS AND CONDITIONS OF SERVICE' OF AGREEMENT, 'SERVICE PLAN(S) PRICING AND SUMMARY', 'COMMERCIAL TERMS AND CONDITIONS OF SERVICE' IN THE PREVIOUSLY COMMUNICATED QUOTE OR AGREEMENT DOCUMENT.

THIS DOCUMENT, ANY PART OF IT IS A SUBJECT TO NON-DISCLOSURE AND CONFIDENTIALITY DESCRIBED IN 'GENERAL TERMS AND CONDITIONS OF SERVICE' AND IT CANNOT BE SHARED TO A THIRD PARTY WITHOUT AN EXPLICIT WRITTEN CONSENT OF ATLAS COPCO.

By signing this agreement, you are authorizing Atlas Copco Compressors LLC to automatically invoice in accordance with the agreed billing cycle, using the PO/agreement number stated in this document. This agreement and the associated invoicing can be cancelled with 30 days written notice.

Scope of Service Agreement

Machine Description	Serial Number	Up to Running Hrs. Per Year	Service Type	Planned Service Jobs Per Year	Plan Expiry Date	Yearly Price for the PO Duration
01007 KRD300 DRYER	K300A46000	4000	Preventive Maintenance	1	6/29/2026	\$1,437.81
OSC355	OSC355CHG1	4000	Preventive Maintenance	1	6/29/2026	\$1,172.57
GA37 IA-CMP-902 (#2)	API503213	4000	Total Responsibility	2	6/29/2026	\$7,553.04
OSC355	OSC355CHG2	4000	Preventive Maintenance	1	6/29/2026	\$1,172.57
GA37-125AP	API518539	4000	Total Responsibility	2	6/29/2026	\$6,750.47
CD100 11B 115V CSA/N	API086854	4000	Preventive Maintenance	1	6/29/2026	\$2,700.40
GA11-125 AP 460V E	API292875	8000	Total Responsibility	2	6/29/2026	\$7,419.65
BD150 AD-931 (#1)	USO580646	8000	Total Responsibility	2	6/29/2026	\$12,694.37
GA37-150AP	API502471	4000	Total Responsibility	2	6/29/2026	\$7,553.04
09082 HPRP300 DRYER	H300A46001	4000	Preventive Maintenance	1	6/29/2026	\$1,437.81
CD35 115V	API085348	8000	Preventive Maintenance	2	6/29/2026	\$3,402.67
ZA5C OXYGEN #2	S99228301	4000	Total Responsibility	2	6/29/2026	\$19,164.15
BD150 AD-932 (#2)	USO580645	8000	Total Responsibility	2	6/29/2026	\$12,694.37



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

Topic:

Introduction of an Ordinance: Amendments to the Forest Conservation Ordinance - ZT-2026-01

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2026_0623_RS_ZT-2026-

01_Forest_Conservation_Amendment_Public_Hearing_and_Introduction_of_an_Ordinance-
Revised2.pdf

Description

Intro Ord:
Forest
Conservation



MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Valerie Feinberg, AICP, Senior Planner

DATE: June 4, 2026

SUBJECT: Public Hearing – ZT-2026-01:
Amendment to Land Management Code
Article 3 and 7, Forest Conservation Ordinance

A public hearing is scheduled for June 23, 2026 regarding proposed text amendments that update the Forest Conservation Ordinance to comply with the State of Maryland amended Forest Conservation Act (FCA), particularly following the adoption of the 2023 “Forest Preservation and Retention” legislation (SB 526 / HB 723) and the follow-up 2024 legislation (HB 1511).

The Planning Commission held a public review meeting regarding this proposal on May 27, 2026 and forwards this proposal with a recommendation to approve. No one appeared in opposition to the proposal. The Commission recommends approval of these proposals. The Mayor and City Council were briefed in a workshop on June 2, 2026.

After the conclusion of the public hearing, the Mayor and City Council is scheduled to introduce the ordinance that evening. The proposed ordinance is scheduled to be adopted by the Mayor and City Council on July, 14, 2026 during a special session.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 23, 2026

TOPIC: Introduction of an Ordinance: Amend the Land Management Code, Article 3 and 7, Forest Conservation Ordinance

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend the Land Management Code, Articles 3 and 7, Forest Conservation Ordinance to comply with the State of Maryland amended Forest Conservation Act (FCA) which changed with the adoption of the 2023 Forest Preservation and Retention legislation (SB 526 / HB 723) and the follow-up 2024 legislation (HB 1511).

DATE OF INTRODUCTION: 06/23/2026

DATE OF PASSAGE: 07/14/2026

EFFECTIVE DATE: 08/14/2026

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND CHAPTER 140 OF THE CODE OF THE CITY OF HAGERSTOWN, FOR THE PURPOSE OF AMENDING THE FOREST CONSERVATION ORDINANCE TO COMPLY WITH MARYLAND LAW.

RECITALS

WHEREAS, by virtue of the Land Use Article of the Annotated Code of Maryland the City Charter, the City of Hagerstown regulates land use within the City; and

WHEREAS, the Mayor and Council have a responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the Mayor and Council have a responsibility to implement the policies of the Comprehensive Plan and provide a system of land use and development regulations that provides for harmonious use and development of land; and

WHEREAS, the Planning Commission have recommended amendments to the Land Management Code to update the Code to comply with recent changes to the Annotated Code of Maryland as it pertains to Forest Conservation; and

WHEREAS, upon discussion with City staff and review during a public hearing process, the Mayor and Council find it in the best interests of the citizens to revise Chapter 140 to incorporate the proposed amendments, as hereafter described;

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as it's duly constituted legislative body, as follows:

1. The Code of the City of Hagerstown be and is hereby amended to enact changes to Articles 3 and 7, Chapter 140, Land Management Code, Version 3.12, as revised, to read as follows:

(See Attached Amended Text of Chapter 140)

2. This ordinance shall become effective thirty (30) days from the date of its approval.

Effect on penalty, forfeiture, or liability

(a) Except as otherwise expressly provided, the repeal, repeal and reenactment, or amendment of this Ordinance does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under this Ordinance.

Purposes for which Ordinance shall remain in effect

(b) This repealed, repealed and reenacted, or amended Ordinance shall remain in effect for the purpose of sustaining any:

- (1) pending civil action, suit, proceeding, matter or prosecution for the enforcement of a penalty, forfeiture, or liability; and
- (2) judgment, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right, or liability.

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 Spickler, City Clerk

William McIntire, Mayor

Date of Introduction: June 23, 2026

Date of Passage: July 14, 2026

Effective Date: August 14, 2026

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-27	Is this a new issue or one previously discussed?	New
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
Released to Planning Commission Public Review Meeting	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Adjustments to forest conservation ordinance		
Justification: Codifying certain changes in the state code so that the city's ordinance matches state code.		

Existing text to be removed is in ~~strikeout~~. New text to be added is **red**. Staff directions are **blue**.

This packet includes Article 7, the Forest Conservation Ordinance in its entirety for context. However not all sections of the ordinance have changes. **The pagination and formatting may have inconsistencies.** Changes to Definitions found in Article 3 of the Land Management Code that pertain to Forest Conservation are included as an attachment to this packet.

The State of Maryland is requiring local governments to substantially strengthen and modernize their local Forest Conservation Ordinances under the Maryland Forest Conservation Act (FCA), particularly following the adoption of the 2023 “Forest Preservation and Retention” legislation (SB 526 / HB 723) and the follow-up 2024 legislation (HB 1511).

This means local codes must now be revised to align with updated State standards and Maryland DNR model ordinance requirements.

ARTICLE 7
Forest Conservation Ordinance
Table of Contents

Section	Page
A. General Provisions	7-3
B. General Requirements	7-9
C. Forest Stand Delineation	7-11
D. Forest Conservation Plan	7-13
E. Express Procedures	7-17
F. Afforestation and Retention	7-19
G. Reforestation	7-21
H. Sequence, Priorities and Time Requirements for Afforestation and Reforestation	7-23
I. Payment-in-Lieu of Afforestation and Reforestation	7-25
J. Recommended Tree Species	7-27
K. Financial Security for Afforestation and Reforestation	7-29
L. Standards for Protecting Trees from Construction Activities	7-31
M. Variance, Appeals, and Penalties	7-33
N. Annual Report, Biennial Review by the Maryland Department of Natural Resources Effective Date and Subsequent Amendments	7-35

A. General Provisions.

1. **Title.**

This Article shall be known as the Forest Conservation Ordinance of the City of Hagerstown.

2. **Definitions.**

Article 3 of the Land Management Code shall govern all definitions as they apply to this Article.
[Changes, additions and deletions to definitions are included as an attachment to this packet](#)

3. **Application, Exemption, Declaration of Intent and Consideration of Non-City Forest Conservation Plans Affecting Lands Within City Jurisdiction.**

Except as provided in Subsection A.3.b of this Article, this Article applies to:

a. **Application.** A regulated activity as defined in Article 3 of this Code.

b. **Exemptions.** This Article does not apply to:

(1) Highway construction activities under Natural Resources Article, Section 5-103, Annotated Code of Maryland.

(2) Commercial logging and timber harvesting operations, including harvesting conducted subject to the forest conservation and management program under Tax-Property Article, Subsections 8-211, Annotated Code of Maryland, that are completed:

a. before July 1, 1991; or

b. after July 1, 1991, on property ~~which~~ **that is not the subject of an application for a grading permit for development within five years after the logging or harvesting operation. However, after this 5-year period, the property shall be subject to this subtitle**

~~(i) has not been the subject of application for a grading permit for development within five (5) years after the logging or harvesting operation, and~~

~~(ii) is the subject of a declaration of intent as provided for in Subsection A.3.c of this Article, approved by the Planning and Code Administration Department.~~

(3) **Any a**gricultural activities ~~not resulting in~~ **activity that does not result in** a change in land use category, including agricultural support buildings and other related structures built using accepted best management practices, except that a person engaging in an agricultural activity clearing 40,000 square feet or greater of forest within a one- (1) year period, may not receive an agricultural exemption, unless the person files a declaration of intent as provided for in Subsection A.3.c of this Article which includes:

- a. a statement that the landowner or landowner's agent will practice agriculture on that portion of the property for five (5) years from the date of the declaration; and
 - b. a sketch map of the property which shows the area to be cleared.
- (4) The cutting or clearing of public utility rights-of-way **for electric generating stations** licensed under Sections **7-204, 7-205, 7-207 or 7-208 of the Public Utilities Article, provided that:** ~~licensed under Sections 1-101 and 2-101, et seq. Of the Public Utilities Companies Article of the Annotated Code of Maryland if:~~
- a. **Any** required certificates of public convenience and necessity have been issued in accordance with Natural Resources Article, §5-1603(f), Annotated Code of Maryland; and
 - b. **The** cutting or clearing of the forest is conducted to minimize the loss of forest.
- (5) **Any r** Routine maintenance or emergency repairs of public utility rights-of-way licensed under Sections 1-101 and 2-101, et seq. of the Public Utilities Companies Article of the Annotated Code of Maryland
- (6) Except for a public utility subject to Subsection A.3.b.6 of this Article, routine maintenance or emergency repairs of a public utility right-of-way if:
- a. the right-of-way existed before the effective date of this ordinance; or
 - b. the right-of-way's initial construction was approved under this ordinance.
- (7) **Any Residential** construction activity that is constructed on a single lot of any size or a linear project ~~if the activity~~ **provided that:**
- a. **The activity** does not result in the cumulative cutting, clearing, or grading of more than 20,000 square feet of forest;
 - b. **The activity on the lot or linear project will not result in the cutting, clearing or grading of any forest that is subject to the requirements of a previous forest conservation plan prepared under this subtitle. does not result in the cutting, clearing, or grading of a forest that is subject to the requirements of a previous forest conservation plan approved under this ordinance; and**
 - e. ~~is the subject of a declaration of intent filed with the Planning and Code Administration Department, as provided for in Subsection A.3.c of this Article, stating that the lot will not be the subject of a regulated activity within five (5) years of the cutting, clearing, or grading of forest.~~
- (8) **Any s**Strip or deep mining of coal regulated under **Title 15, Subtitle 5 or Subtitle 6 of the Environment Article and any** ~~Natural Resources Article, Title 7,~~

~~Subtitle 5 or 5A, Annotated Code of Maryland non-coal surface mining regulated under Title 15, Subtitle 8 of the Environment Article Natural Resources Article, Title 7, Subtitle 6A, Annotated Code of Maryland. Combined 8 and 9~~

- (9) Any activity required for the purpose of constructing a dwelling house intended for the use of the owner, or a child of the owner, if the activity does not result in the cutting, clearing, or grading of more than ~~40,000~~ 20,000 square feet of forest.
 - a. is the subject of a declaration of intent filed with the ~~Planning and Code Administration~~ Department, as provided for in Subsection A.3.c of this Article, which states that transfer of ownership may result in a loss of exemption.
- (10) A preliminary plan of subdivision or a grading or sediment control plan approved before July 1, 1991.
- (11) A planned unit development that, by December 31, 1991, has:
 - a. met all requirements for planned unit development approval; and
 - b. obtained initial development plan approval by the City of Hagerstown.
- (12) A real estate transfer to provide a security, leasehold, or other legal or equitable interest, including a transfer of title, of a portion of a lot or parcel, if:
 - a. the transfer does not involve a change in land use, or new development or redevelopment, with associated land disturbing activities; and
 - ~~b.~~ both the grantor and grantee file a declaration of intent, as provided for in Subsection A.3.c of this Article.
- (13) An activity on a previously developed area covered by impervious surface and located in the Priority Funding Area.
- (11) **Renumbered was 15** A stream restoration project, as described in Article 3 of this Land Management Code, for which the applicant for a grading or sediment control permit has executed a binding maintenance agreement of at least five (5) years with the affected property owner or owners, or
- (12) **Renumbered was 16** Maintenance or retrofitting of a storm water management structure that may include clearing of vegetation or removal and trimming of trees, so long as the maintenance or retrofitting is within the original limits of the disturbance for construction of the existing structure, or within any maintenance easement for access to the structure.
- (13) **Forest management.**
- (14) **Transit-oriented development, as defined under Subsection 7-101 of the**

Transportation Article, provided that the area of forest removed shall be:

- (a) Reforested at a ratio of at least 1/4 acre replanted for each acre removed; or
 - (b) Mitigated in a manner in which 1/2 acre of forest is permanently protected for each acre removed.
- (15) The construction of a new federal government facility projected to house the employment of at least 2,500 persons.
- (16) The construction of multifamily housing, consisting of a single structure containing at least 25 dwelling units, provided that the area of forest removed shall be:
- (a) Reforested at a ratio of at least 1/4 acre replanted for each acre removed; or
 - (b) Mitigated in a manner in which 1/2 acre of forest is permanently protected for each acre removed.

c. Declaration of Intent.

- (1) The purpose of the declaration of intent is to verify that the proposed activity is exempt under this Article.
- (2) A person seeking an exemption under Subsections 2, 3, 7, 10, or 13 of Subsection A.3.b above, shall file a declaration of intent with the Planning and Code Administration Department.
- (3) The existence of a declaration of intent does not preclude:
 - a. an exempted activity on the property subject to a declaration of intent, if the activity:
 - (i) does not conflict with the purpose of any existing declaration of intent, and
 - (ii) complies with the applicable requirements for an exempted activity;
 - b. a regulated activity on the area covered by the declaration of intent, if the activity occurs within five (5) years of the effective date of the declaration of intent, in which case:
 - (i) there shall be an immediate loss of exemption, or
 - (ii) there may be a noncompliance action taken by the ~~Planning and Code Administration Department~~ **the Department** as appropriate, under this Article; or
 - c. a regulated activity on that area of the property not covered under the declaration of intent if the requirements of this Article are satisfied.

- (4) ~~The Planning and Code Administration Department~~ **The Department** may require a person failing to file a declaration of intent or found in noncompliance with a declaration of intent to:
 - a. meet the retention, afforestation and reforestation requirements established in this Article;
 - b. pay a noncompliance fee of \$0.50 per square foot of forest cut or cleared under the declaration of intent;
 - c. be subject to other enforcement actions appropriate under this Article; or
 - d. file a declaration of intent with the Planning and Code Administration Department.
- (5) In its determination of appropriate enforcement action, the ~~Planning and Code Administration Department~~ **the Department** may consider whether failure to file a declaration of intent by a person required to file is a knowing violation of this Article.
- (6) The declaration of intent is effective for five (5) years from date of Planning Commission approval and shall be recorded immediately among the land records of Washington County.

d. **Consideration of Non-City Forest Conservation Plans Affecting Lands Within City Jurisdiction.**

- (1) When a development that is outside of the City is proposed to include dedication of lands within the corporate limits of the City of Hagerstown for forest conservation retention or reforestation, the plan shall be submitted to the Hagerstown Planning Commission for review and approval. The Planning Commission may reject the proposal if it finds that the proposal will interfere with the logical development of the balance of the property or surrounding lands, will not be the highest and best use of land, will be inconsistent with the policies and goals of the Hagerstown Comprehensive Plan, or it will remove from potential development lands the City views as valuable for economic development purposes. The Planning Commission may solicit the comments and opinions of adjacent property owners, the Department of Community and Economic Development and any other agency or organization the Commission identifies as having potential pertinent views on the proposal. Should the Commission approve such a plan, it may impose conditions necessary to protect the public interest from the City's perspective.
- (2) Should the County or State propose a public works project that will impact a property that is subject to a City-approved forest conservation plan, the new plan shall be submitted to the Hagerstown Planning Commission for review and approval. The plan shall contain proposals to offset any forest conservation measures lost by the proposal. Should the Planning Commission approve the

proposal, the forest conservation plan file for the subject property shall be updated to reflect the approved change.

B. General Requirements.

1. **General.** A person making application after the effective date of this Article, for a regulated activity shall:
 - a. Submit to the ~~Planning and Code Administration~~ Department a forest stand delineation and a forest conservation plan for the lot or parcel on which the development is located; and
 - b. Use methods approved by the City of Hagerstown, as provided in the ~~City of Hagerstown~~ **2024 State Forest Conservation Technical Manual (as amended)**, to protect retained forests and trees during construction.

2. **Government Agency or Funding.** If a local agency or person using state funds makes application to conduct a regulated activity, the provisions of COMAR 08.19.04.01D-G apply.
 - a. The plans for the regulated activity shall be submitted to the ~~Planning and Code Administration~~ Department; and
 - b. The ~~Planning and Code Administration~~ Department shall notify the Department of Natural Resources within 15 days of receipt of this plan or application.
 - c. Within 15 days of receipt of notice from the local authority, the Department of Natural Resources shall:
 - (1) determine whether the regulated activity has impact on significant forest resources; and
 - (2) notify the local authority whether the regulated activity is subject to the state program.
 - d. If the Department of Natural Resources determines that the regulated activity is subject to the state program, the:
 - (1) time limit for approval of the forest stand delineation and preliminary and final forest conservation plans shall begin when the Department of Natural Resources receives the necessary documents from the local authority; and
 - (2) local authority may not approve a regulated activity until the local authority receives notice from the Department of Natural Resources that the standards and requirements of the state program have been satisfied.
 - e. If the Department of Natural Resources determines the regulated activity need not be reviewed under the state program, the time limit from approval of the forest stand delineation and forest conservation plan under the local program begins when the local authority receives notice from the Department of Natural Resources.

C. Forest Stand Delineation.

1. Criteria.

- a. **When Submitted.** A forest stand delineation shall be submitted before subdivision development plan or site plan approval, and before the issuance of any grading permit, sediment control plan approval or any other permit is issued for a regulated activity.
- b. **Qualified Professional.** The delineation shall be prepared by a licensed forester, licensed landscape architect, or a qualified professional, as specified in COMAR 08.19.06.01A.
- c. **Components.** The delineation shall be used during the preliminary review process to determine the most suitable and practical areas for forest conservation and shall be considered complete if it includes the following components:
 - (1) a topographic map delineating intermittent and perennial streams, and steep slopes over 25%;
 - (2) a soils map delineating soils with structural limitations, hydric soils, or soils with a soil K value greater than 0.35 on slopes of 15% or more;
 - (3) forest stand maps indicating species, location, and size of trees and showing dominant and codominant forest types;
 - (4) location of 100-year floodplains;
 - (5) information required by the **2024 State Forest Conservation Technical Manual (as amended)**, ~~City of Hagerstown Forest Conservation Technical Manual~~; and
 - (6) other information the City of Hagerstown determines is necessary to implement this Article.
- d. **Simplified Delineation.** If approved by the ~~Planning and Code Administration~~ Department, a simplified forest stand delineation may be submitted for an area:
 - (1) when no forest cover is disturbed during a regulated activity; or
 - (2) all forest on the site is designated to be under a long-term protective agreement.
- e. **Components of Simplified Delineation.** A simplified forest stand delineation shall be considered complete if it includes:
 - (1) all requirements under Subsection C.1.c (1), (2), (4), (5) and (6) of this Article (above);
 - (2) a map showing existing forest cover as verified by field inspection by City of Hagerstown personnel; and

- (3) other information required by this Article.
- f. **Expiration of Plan.** An approved forest stand delineation may remain in effect for a period not longer than five (5) years from the date of approval by the ~~Planning and Code Administration~~ Department.
- g. **Time for Submittal.**
 - (1) Within 30 calendar days after receipt of the complete forest stand delineation, the ~~Planning and Code Administration~~ Department shall notify the applicant whether the forest stand delineation is complete and correct.
 - (2) If the ~~Planning and Code Administration~~ Department fails to notify the applicant within 30 days, the delineation shall be treated as complete and correct.
 - (3) The ~~Planning and Code Administration~~ Department may require further information or provide for an additional 15 calendar days under extenuating circumstances.
 - (4) The 30-day review period may be extended in 15-day increments by the ~~Planning and Code Administration~~ Department upon appropriate notification of the applicant.

D. Forest Conservation Plan.

1. General Provisions.

- a. **Priorities.** In developing a forest conservation plan, the applicant shall give priority to techniques for retaining existing forest on the site.
- b. **Plan Strategy.** Except when using the Express Procedures described in Section E if existing forest on the site subject to a forest conservation plan cannot be retained, the applicant shall demonstrate to the satisfaction of the Planning Commission:
 - (1) how techniques for forest retention have been exhausted;
 - (2) why the priority forests and priority areas specified in Subsection F.2 of this Article cannot be left in an undisturbed condition;
 - (a) if priority forests and priority areas cannot be left undisturbed, how the sequence for afforestation or reforestation will be followed in compliance with Section H of this Article; and
 - (b) where on the site in priority areas afforestation or reforestation will occur in compliance with Section H of this Article.
 - (3) How the disturbance to the priority forests and priority areas as specified in Subsection F.2 of this Article qualifies for a variance.
- c. **Fee Contribution.** Except when using the Express Procedures as described in Section E, the applicant shall demonstrate to the satisfaction of the Planning Commission that the requirements for afforestation or reforestation onsite or offsite cannot be reasonably accomplished if the applicant proposes to make a payment into the local forest conservation fund instead of afforestation or reforestation.
- d. **Discretion of the Planning Commission.** The Planning Commission shall have the authority to determine if a payment instead of afforestation or reforestation is permitted and appropriate.
- e. **Non-Tidal Wetlands.** A regulated activity under the local program is subject to the following requirements:
 - (1) For the purposes of delineation, permitting, and mitigation, areas determined to be non-tidal wetlands under Environmental Article, Title 9, Annotated Code of Maryland shall be regulated under Environmental Article, Title 9, Annotated Code of Maryland or this Article, whichever is more stringent.
 - (2) For the purpose of calculating reforestation mitigation under this Article, a forested non-tidal wetland permitted to be cut or cleared and required to be mitigated under COMAR 08.05.04 shall be shown on the forest conservation plan and subtracted on an acre-for-acre basis from the total amount of forest to be cut or cleared as part of a regulated activity.

- (3) Non-tidal wetlands shall be considered to be priority areas for retention and replacement.
 - (4) Forested non-tidal wetland identification and delineation should be included at the earliest stage of planning to assist the applicant in avoidance and reduction of impacts to the non-tidal wetlands and to avoid delay in the approval process.
- f. **On-site Compliance Spanning Residential Lots Discouraged.** This Article discourages compliance plans that reserve portions of residential building lots for easements for retention, afforestation or reforestation in order to meet the requirements of this Article. Such proposals result in long-term conflicts with homeowners desiring to make reasonable use of their yard areas for customary residential accessory uses. This provision shall not prevent the Planning Commission from considering such concepts on a case-by-case basis.

2. **Preliminary Forest Conservation Plan.**

- a. **Qualified Professional.** A preliminary forest conservation plan shall be prepared by a licensed forester, a licensed landscape architect, or a qualified professional who meets the requirements stated in COMAR 08.19.06.01B.
- b. **Components.** A preliminary forest conservation plan shall be submitted with the subdivision development plan or plan for a regulated activity and shall be considered complete if it includes the following components:
 - (1) The approved forest stand delineation for the site;
 - (2) Include a table that lists the proposed values of the following, in square feet:
 - (a) net tract area,
 - (b) area of forest conservation required, and
 - (c) area of forest conservation that the applicant proposes to provide, including both on-site and off-site areas;
 - (3) Include a clear graphic indication of the forest conservation provided on the site drawn to scale, showing areas where retention of existing forest or afforestation or reforestation is proposed;
 - (4) An explanation of how the provisions of Subsection D.1 of this Article have been met;
 - (5) In the case of afforestation or reforestation, a proposed afforestation or reforestation plan;
 - (6) A proposed construction timetable showing the sequence of forest conservation procedures;

- (7) The proposed limits of disturbance;
- (8) The proposed stockpile areas **delineated**;
- (9) **Moved from 3.b.(3)(a)** A **binding** ~~proposed two- (2-) year~~ **management maintenance** agreement that shows how areas designated for afforestation or reforestation will be maintained to ensure protection and satisfactory establishment;
 - (a) **Watering; and**
 - (b) **Reinforcement planting provisions if survival falls below required standards.**
- (10) Information required in the **2024 State Forest Conservation Technical Manual (as amended)**, ~~City of Hagerstown Forest Conservation Technical Manual~~; and
- (11) Other information the City of Hagerstown determines is necessary to implement this Article.

- c. **When Submitted.** The review of the preliminary forest conservation plan shall be concurrent with the review of the site plan or subdivision development plan.
- d. **Modification During Staff Review.** During the different stages of the review process, the preliminary forest conservation plan may be modified, as required by the Planning and Code Administration Department, prior to approval by the Planning Commission.

3. **The Final Forest Conservation Plan.**

- a. **Qualified Professional.** A final forest conservation plan shall be prepared by a licensed forester, a licensed landscape architect, or a qualified professional who meets the requirements stated in COMAR 08.19.06.01B.
- b. **Components.** A final forest conservation plan shall be submitted with a final plan of subdivision, or plan for a regulated activity, and shall be considered complete if it includes the following components:
 - (1) Proposed locations and types of protective devices to be used during construction activities to protect trees and forests designated for conservation;
 - (2) In the case of afforestation or reforestation, an afforestation or reforestation plan, with a timetable and description of needed site and soil preparation, species, size, and spacing to be used;
 - (3) **Moved to 2.9** ~~A binding two- (2-) year maintenance agreement specified in Section K of this Article and COMAR 08.19.05.01 that details how the areas designated for afforestation or reforestation will be maintained to ensure protection and satisfactory establishment, including:~~
 - (a) ~~Watering, and~~

- (b) ~~A reinforcement planting provision if survival rates fall below required standards, as provided in the City of Hagerstown Forest Conservation Technical Manual;~~
 - (4) (3). A long-term binding protective agreement as specified in COMAR 08.19.05.02 that:
 - (a) Provides protection for areas of forest conservation, including areas of afforestation, reforestation, and retention, and
 - (b) Limits uses in areas of forest conservation to those uses that are designated and consistent with forest conservation, including recreational activities and forest management practices that are used to preserve forest;
 - (5) (4). The substantive elements required under Subsection D.2.b (1) through (4), (6) through (8), and (10) of this Article, as finalized elements of the forest conservation plan; and
 - (6) (5). Other information the ~~Planning and Code Administration~~ Department determines is necessary to implement this Article.
- c. **Final Submittal.** The applicant submits once the Planning Commission approves concurrent with the site plan or subdivision development plan.
- d. **Notifications.** At least 20 days before approval of the forest conservation plan, the department shall:
- (1) Provide notice that is consistent with notice requirements to all property owners abutting and adjacent to the boundary of the subject property of any proposed clearing of a priority retention area as described in Subsection 5-1607(c) of Maryland Code; and
 - (a) On a net tract area of at least 5 acres and if at least 75% of the priority retention area is proposed to be cleared, provide an opportunity for written and verbal comment before plan approval; or
 - (b) For any other project where priority retention area is proposed for clearing, provide an opportunity for public written comment before plan approval.
 - (c) Property separated from the subject property by a public right-of-way shall be considered abutting and adjacent.
 - (2) Within 45 days from receipt of the forest conservation plan, the department shall notify the applicant whether the forest conservation plan is complete.
 - (a) If the department fails to notify the applicant about the forest conservation plan within 45 days, the plan shall be treated as complete and approved.

- (b) The department may require further information or provide for an extension of this deadline for an additional 15 days for extenuating circumstances.
 - (c) In addition, at the request of the applicant, the State or the department may extend this deadline for extenuating circumstances.
- (3) A person petitioning for judicial review of an approved forest conservation plan shall file the petition in accordance with the Maryland Rules not later than 30 days after approval of the forest conservation plan.
- (a) Any judicial review of a forest conservation plan shall be:
 - i. Conducted in accordance with the Maryland Rules; and
 - ii. Limited to the record compiled by the department.
- e. **Time for Submittal.** (Renamed as “Notifications” see above)
- ~~(1) Within 45 calendar days after receipt of a complete final forest conservation plan, the Planning Commission shall notify the applicant whether the forest conservation plan is approved.~~
 - ~~(2) If the Planning Commission fails to notify the applicant within 45 calendar days, the plan shall be treated as complete and approved.~~
 - ~~(3) The Planning Commission may require further information or extend the deadline for an additional 15 calendar days under extenuating circumstances.~~
 - ~~(4) At the request of the applicant, the Planning Commission may extend the deadline under extenuating circumstances.~~
- f. **e. Concurrent with Final Plat.** The Planning Commission's review and approval of a final forest conservation plan shall be concurrent with the review of the final subdivision or project plan, grading permit application, or sediment control plan approval associated with the project. The final forest conservation plan shall be approved prior to the issuance of any permits.
- ~~g.~~ **f. Revocation of Plan.** The City of Hagerstown may revoke an approved forest conservation plan if it finds that:
- (1) a provision of the plan has been violated;
 - (2) approval of the plan was obtained through fraud, misrepresentation, a false or misleading statement, or omission of a relevant or material fact; or
 - (3) changes in the development or in the condition of the site necessitate preparation of a new or amended plan.
- h. **g. Stop Work Order.** The City of Hagerstown may issue a stop work order against a person who violates a provision of this Article or a regulation, order, approved forest

conservation plan, or maintenance agreement.

- † **h. Revocation. Notification.** Before revoking approval of a forest conservation plan, the City of Hagerstown shall notify the violator in writing and provide an opportunity for a hearing.

E. Express Procedures.

1. Purpose and Intent.

- a. **Purpose.** The purpose of an Express Procedure is to provide an alternate review and approval mechanism which will allow certain development activities to meet the intent of the Forest Conservation Ordinance through a review and approval process that is proportionate to the impact on forest resources.
- b. **Process.** The Express Procedure allows the combination of the various steps in the review process that are described as separate in this Article. It will not require documentation of a progression through the sequence of priorities for afforestation and reforestation.
- c. **Intent.** Certain development activities, such as those described in the eligibility standards contained in this Article, result in small afforested or reforested areas that may not be located in priority areas and provide little or no real benefit to improvements in water quality. The goal of the Express Procedure is to create significant-sized forest stands in priority areas where they will provide real benefits to improvements in water quality. This will occur through the aggregation and accumulation of payment-in-lieu of fees. The funds are expended by the City of Hagerstown on a schedule and in locations that will more closely meet the intent and purpose of this Article.

2. Eligibility to Use Express Procedure. An application must meet the following criteria in order to use the Express Procedure.

- a. Subdivisions of five lots or less when the afforestation or reforestation requirement as calculated from the worksheet is two acres or less; or
- b. Where no subdivision is proposed, when the afforestation or reforestation requirements as calculated from the worksheet is two acres or less; and
- c. There is no disturbance proposed in those priority areas described in Subsection F.2 and Subsections H.1.c, (1), (2), (4), (5), (6) and, (7).

3. The Express Procedure.

- a. **Discretion of the Applicant.** If the eligibility criteria are met, the applicant may choose to use the Express Procedure without prior approval by the Planning Commission.
- b. **Non-Exclusive.** Nothing in this section shall prevent the applicant from using the procedures described elsewhere in this Article.
- c. **Simplified Format.** The Forest Stand Delineation may be prepared in the simplified format as described in Subsection C.1.d. In addition, the Forest Stand Delineation shall identify those areas described in Subsection E.2.c.
- d. **Concurrence with Subdivision or Site Plan.** The Forest Stand Delineation and Forest Conservation Plan may be submitted, reviewed and approved concurrently with the applicable subdivision or site plan.

- e. **Area Affected.** The net tract area as requested on the worksheet and upon which calculations are based to determine afforestation and reforestation requirements shall be equal to the area of the proposed subdivided lots or the area of the entire parcel to be developed when no subdivision is proposed.
- f. **Discretion of the Applicant.** The applicant may select the payment-in-lieu of fee to meet the requirements of afforestation or reforestation without prior approval by the Planning Commission.
- g. **Timing of Payment-in-Lieu.** The payment-in-lieu of fee shall be paid prior to the issuance of a permit to begin construction activity.

4. **Additional Guidelines.**

- a. **Remaining Lands Not Eligible for Express Procedure.** After an applicant has chosen to use the Express Procedure for an eligible subdivision, the remaining land of the original parcel is not eligible to use the procedure again. It shall be subject to the requirements of this Article as if the Express Procedure did not exist.
- b. **When in Variation with Other Provisions.** Where the Express Procedures described in this Article vary from those described elsewhere in this Article, the Express Procedures may be followed without violation of the Article as long as the subdivision or site development proposal meets the eligibility requirements.

G. Reforestation.

1. ~~Forest Conservation Threshold.~~ Mitigation Rates

a. Reforestation mitigations rates are a 1:1 ratio, except in priority funding areas that are not designated as priority for retention which is a 1:0.5 ratio.

a. ~~**Threshold.** There is a forest conservation threshold established for all land use categories, as provided in Subsection b of this Section. The forest conservation threshold means the percentage of the net tract area at which the reforestation requirement changes from a ratio of one quarter (1/4) acre planted for each acre removed above the threshold to a ratio of two (2) acres planted for each acre removed below the threshold.~~

b. ~~**Reforestation for Cutting Below Threshold.** After reasonable efforts to minimize the cutting or clearing of trees and other woody plants have been exhausted in the development of a regulated activity and implementation of the forest conservation plan, the forest conservation plan shall provide for reforestation, or at the option of the Planning Commission, payment into the forest conservation fund, according to the formula set forth in this Article and consistent with Subsection D.1 of this Article, and the following forest conservation thresholds for the applicable land use category:~~

	Category of Use	Conservation Threshold Percentage
(1)	Agricultural and resource areas	50%
(2)	Medium density residential areas	25%
(3)	Institutional development areas	20%
(4)	High density residential areas	20%
(5)	Mixed use and planned unit development areas	15%
(6)	Commercial and industrial use areas	15%

c. **Calculations.**

(1) For all existing forest cover measured to the nearest one tenth (1/10) acre cleared on the net tract area ~~above the applicable forest conservation threshold~~, the area of forest removed shall be reforested at a ratio of ~~one quarter (1/4) acre~~ planted for each acre removed.

(2) ~~Each acre of forest retained on the net tract area above the applicable forest conservation threshold shall be credited against the total number of acres required to be reforested under paragraph (1) of this subsection. The calculation of the credit shall be according to the criteria provided in the City of Hagerstown Forest Conservation Technical Manual.~~

(3) ~~For all existing forest cover measured to the nearest one tenth (1/10) acre cleared on the net tract area below the applicable forest conservation threshold, the area of~~

~~forest removed shall be reforested at a ratio of two acres planted for each acre removed below the threshold and at a ratio of one quarter (1/4) acre planted for each acre removed above the threshold.~~

I. Payment-In-Lieu of Afforestation and Reforestation.

1. Forest Conservation Fund.

- a. **Fund Created.** There is established a forest conservation fund in the local program that meets the requirements of the Natural Resources Article, SS5-1610(h – l), Annotated Code of Maryland.
- b. **Fee Rate.** If a person subject to this Article demonstrates to the satisfaction of the Planning Commission that requirements for reforestation or afforestation on-site or off-site cannot be reasonably accomplished and appropriate credits generated by a forest mitigation bank in the same county or watershed are not available, or if the person is eligible to use the Express Procedure as described in Section E, the person shall contribute money into the City of Hagerstown forest conservation fund at a rate of:
 - (1) \$0.30 per square foot of the area of required planting until December 31, 2013, and
 - (2) adjusted for inflation as determined by the Planning and Code Administration Department annually after December 31, 2013.

Nothing in this provision shall prohibit the City of Hagerstown from setting a fee rate that exceeds that set by the Department of Natural Resources for the State equivalent of this Article, and at no time shall the fee be set lower than the rate set by the State of Maryland. Planning Commission approval of the use of fee-in-lieu contribution shall be identified and measured in the amount of area subject to compliance. Payment of fee-in-lieu contributions will be made based on the amount of area approved by the Planning Commission and the rate in effect at the time the applicant remits payment.

- c. **Authority of the Planning Commission.** The Planning Commission shall have the authority to determine if a payment instead of afforestation or reforestation is permitted and appropriate.
- d. **Discretion of Applicant When Using Express Procedure.** When an applicant is eligible to use the Express Procedure described in Section E, the decision to select the payment-in-lieu of afforestation or reforestation shall not require prior approval by the Planning Commission.
- e. **Timing of Fee Payment.** Money contributed instead of afforestation or reforestation under this Article shall be paid prior to the issuance of a permit to begin the construction activity. Planning Commission approval of the use of fee-in-lieu contribution shall be identified and measured in the amount of area subject to compliance. Payment of fee-in-lieu contributions will be made based on the amount of area approved by the Planning Commission and the rate in effect at the time the applicant remits payment.
- f. **Time Frame for Planting.** Money contributed under this Article shall remain in the fund for a period not to exceed two years or three growing seasons, whichever is greater, after receipt of payment. The City shall accomplish the reforestation or afforestation for the equivalent number of acres for which the money is deposited. Money deposited in the local conservation fund may only be spent on the costs directly related to reforestation and afforestation, including site identification, acquisition, preparation, maintenance of existing forests and achieving urban canopy goals, and shall be deposited in a separate forest conservation fund and may not revert to the general fund.

- g. **Extensions.** The time period specified in Subsection f above may be extended one time for an additional one year or two growing seasons by the Planning Commission with appropriate notification to the person who contributed the money.
- h. **When Planting Outside of City Limits.** Except as provided in Subsection d. of this section, sites for the reforestation or afforestation requirement using fund money contributed under this Article shall occur in the city or, if outside the city, on any property owned by the City of Hagerstown

J. Recommended Tree Species.

1. Native Species Preferred.

Tree species used for afforestation or reforestation shall be native to the area, unless approved by the City, and selected from a list of approved species established by the City of Hagerstown.

2. Tree Species List.

The City of Hagerstown shall adopt a list of tree species to be used for any required afforestation or reforestation and incorporate it into the **2024 State** Forest Conservation Technical Manual.

K. Financial Security for Afforestation and Reforestation.

1. Performance Bond or Other Acceptable Surety.

- a. **Security Required.** A person required to conduct afforestation or reforestation under this Article shall furnish financial security in the form of a bond, an irrevocable letter of credit, or other security approved by the Planning Commission. The surety shall:
 - (1) assure that the afforestation, reforestation, and the associated maintenance agreement are conducted and maintained in accordance with the approved forest conservation plan;
 - (2) be in an amount equal to the estimated cost, as determined by the City of Hagerstown, of afforestation and reforestation; and
 - (3) be in a form and of a content approved by the City of Hagerstown.
- b. **Reduction of Security.** After one growing season, the person required to file a bond under Subsection K.1.a of this Article may request reduction of the amount of the bond or other financial security by submitting a written request to the Planning and Code Administration Department with a justification for reducing the bond or other financial security amount, including estimated or actual costs to ensure afforestation or reforestation requirements are met.
- c. **City Review of Alternate Bond Amounts.** The City of Hagerstown shall determine whether a lesser amount is sufficient to cover the cost of afforestation or reforestation, taking into account the following:
 - (1) the number of acres,
 - (2) the proposed method of afforestation or reforestation,
 - (3) the cost of planting materials or replacement materials,
 - (4) the cost of maintenance of the afforestation or reforestation project, and
 - (5) other relevant factors.
- d. **Release of Security.** If, after one year or two growing seasons, whichever is greater, the plantings associated with the afforestation or reforestation meet or exceed the standards of the City of Hagerstown Forest Conservation Technical Manual, the amount of the cash bond, letter of credit, surety bond, or other security shall be returned or released. If the planted area does not meet survival requirements, the maintenance period shall be extended by an additional term.

L. Standards for Protecting Trees from Construction Activities.

1. Standards Adopted.

The City hereby adopts standards for the protection of trees from construction activity that are included in the ~~City of Hagerstown~~ 2024 State Forest Conservation Technical Manual.

2. Installation of Protective Devices Required.

Before cutting, clearing, grading, or construction begins on a site for which a forest conservation plan is required by this Article, the applicant shall demonstrate to the City of Hagerstown that protective devices have been established.

M. Variances, Appeals, Enforcement and Penalties.

1. Variance Procedure.

- a. **Hardship.** A person may request that a variance from this Article be granted by the Planning Commission if the person demonstrates that enforcement would result in unwarranted hardship.
- b. **Requirements.** An applicant for a variance shall:
 - (1) describe the special conditions peculiar to the property which would cause the unwarranted hardship;
 - (2) describe how enforcement of these rules will deprive the applicant of rights commonly enjoyed by others in similar areas;
 - (3) verify that the granting of the variance will not confer on the applicant a special privilege that would be denied to other applicants;
 - (4) verify that the variance request is not based on conditions or circumstances which are the result of actions by the applicant;
 - (5) verify that the request does not arise from a condition relating to land or building use, either permitted or nonconforming, on a neighboring property; and
 - (6) verify that the granting of a variance will not adversely affect water quality.
- c. **Findings.** The ~~Planning and Code Administration~~ Department shall make findings that the applicant has met the requirements in Subsections a. and b. of this Section before the Planning Commission may grant a variance.
- d. **Notice.** Notice of a request for a variance shall be given to the Maryland Department of Natural Resources within 15 days of receipt of a request for a variance.
- e. **Department of Natural Resources.** There is established by this Article the right and authority of the Department of Natural Resources to initiate or intervene in an administrative, judicial or other original proceeding or appeal in the state concerning an approval of a variance under Natural Resources Article, §§5-1601 through 5-1612, Annotated Code of Maryland, or this Article.

2. Appeals.

The appeal procedure as applies to this Article shall be in accordance with the provisions of Article 8 of this Code.

3. Enforcement and Penalties.

Enforcement of the provisions of this Article, and penalties for violation thereof shall be in accordance with the provisions of Article 8 of this Code.

M. Variances, Appeals, Enforcement and Penalties.

1. Variance Procedure.

- a. **Hardship.** A person may request that a variance from this Article be granted by the Planning Commission if the person demonstrates that enforcement would result in unwarranted hardship.
- b. **Requirements.** An applicant for a variance shall:
 - (1) describe the special conditions peculiar to the property which would cause the unwarranted hardship;
 - (2) describe how enforcement of these rules will deprive the applicant of rights commonly enjoyed by others in similar areas;
 - (3) verify that the granting of the variance will not confer on the applicant a special privilege that would be denied to other applicants;
 - (4) verify that the variance request is not based on conditions or circumstances which are the result of actions by the applicant;
 - (5) verify that the request does not arise from a condition relating to land or building use, either permitted or nonconforming, on a neighboring property; and
 - (6) verify that the granting of a variance will not adversely affect water quality.
- c. **Findings.** The ~~Planning and Code Administration~~ Department shall make findings that the applicant has met the requirements in Subsections a. and b. of this Section before the Planning Commission may grant a variance.
- d. **Notice.** Notice of a request for a variance shall be given to the Maryland Department of Natural Resources within 15 days of receipt of a request for a variance.
- e. **Department of Natural Resources.** There is established by this Article the right and authority of the Department of Natural Resources to initiate or intervene in an administrative, judicial or other original proceeding or appeal in the state concerning an approval of a variance under Natural Resources Article, §§5-1601 through 5-1612, Annotated Code of Maryland, or this Article.

2. Appeals.

The appeal procedure as applies to this Article shall be in accordance with the provisions of Article 8 of this Code.

3. Enforcement and Penalties.

Enforcement of the provisions of this Article, and penalties for violation thereof shall be in accordance with the provisions of Article 8 of this Code.

N. Annual Report, Biennial Review by the Department of Natural Resources and Effective Date and Subsequent Amendments.

1. Annual Report.

On or before ~~March~~ **August** 31 of each year, the ~~Planning and Code Administration~~ Department shall submit to the Maryland Department of Natural Resources Forest Service a report on:

- a. The number, location, and type of projects subject to the provisions of this Article;
- b. The amount and location of acres cleared, conserved, and planted in connection with a development project;
- c. The amount of reforestation and afforestation fees and noncompliance penalties collected and expended, the number of acres for which the fees were collected, and the number of acres reforested, afforested, or conserved using the fees; and
- d. The costs of implementing the Forest Conservation Program;
- e. The size, location and protection of any local forest mitigation banks which are created under a local or State program, the number of acres debited from which each forest mitigation bank since the last annual report and the number of forest mitigation banks inspected since the last annual report;
- f. The number, location and type of violations and type of enforcement activity conducted in accordance with this subtitle; and
- g. To the extent practicable, the size and location of all conserved and planted forest areas, submitted in an electronic geographic information system or computer aided design format.

2. Biennial Review.

The ~~Planning and Code Administration~~ Department shall submit the necessary documentation to comply with COMAR 08.19.02.04.

3. Effective Date and Subsequent Amendments.

This Article is hereby enacted and becomes effective May 21, 1999. This Article may be amended as required. All amendments to this Article are subject to the approval of the Department of Natural Resources.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-27	Is this a new issue or one previously discussed?	New
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
Released to Planning Commission Public Review Meeting	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Adjustments to forest conservation ordinance		
Justification: Codifying certain changes in the state code so that the city's ordinance matches state code.		

Existing text to be removed is in ~~strikeout~~. New text to be added is **red**. Staff directions are **blue**.

ATTACHMENT A - DEFINITIONS

Definitions from Article 3 (C) related to Forest Conservation Ordinance Update

AGRICULTURAL AND RESOURCE AREAS – Undeveloped areas zoned for densities of less than or equal to one dwelling unit per **five (5) acres**. (Forest Conservation)

CALIPER – The diameter measured at two inches above **the root collar which** is the transition zone between stem and root at the ground line of a tree or seedling. (Forest Conservation)

DECLARATION OF INTENT –

1. A signed and notarized statement by a landowner or the landowner's agent certifying that the activity on the landowner's property:
 - a. **Is for certain activities exempted under this Ordinance or Natural Resources Article, Section 5-103 and 5-1601-5-1612, Annotated Code of Maryland;**
 - b. **Does not circumvent the requirements of this Ordinance or Natural Resources Article, Section 5-103 and 5-1601 - 5-1612, Annotated Code of Maryland; and**
 - c. **Does not conflict with the purposes of any other declaration of intent; or**
2. **The document required under COMAR 08.19.01.05 or with Article 7, Subsection A.3.c of this Chapter.**

DEVELOPMENT PROJECT COMPLETION – For the purposes of afforestation, reforestation, or payment into a fund: (Forest Conservation)

1. The release of the **performance** bond, or surety, ~~not if~~ required under Article 7 of this Chapter; or
2. **Acceptance of the project's streets, utilities, and public services by the Department; or**
3. Designation by the ~~Planning and Code Administration~~ Department that a:
 - a. Development project has been completed, or a
 - b. Particular stage of a staged development project, including a planned unit development, has been completed.
4. The release of any bond or surety not required under Article 7 of this Chapter shall not be construed to mean the completion of afforestation, reforestation, or payment into a fund, as required by this Chapter.

FOREST –

1. "Forest" means a biological community dominated by **live** trees and other woody plants covering a land area of 10,000 square feet or greater.

2. "Forest" includes:
 - a. Areas that have at least 100 live trees per acre with at least 50% of those trees having a two-inch or greater diameter at four-and-a-half feet above the ground and larger; and
 - b. **Forest** Areas that have been cut but not cleared.
3. "Forest" does not include orchards.
(Forest Conservation)

FOREST CONSERVATION AND MANAGEMENT AGREEMENT – An agreement as applicable and described in COMAR 08.19.05.01. as stated in Tax Property Article, Section 8-211, Annotated Code of Maryland. (Forest Conservation)

FOREST CONSERVATION PLAN – A plan prepared pursuant approved pursuant to Natural Resources Article, Sections 5-1606 and 5-1607, Annotated Code of Maryland. to Article 7 of this Chapter. (Forest Conservation)

FOREST MITIGATION BANKING - The intentional restoration, creation, or qualified conservation of forests undertaken expressly for the purpose of providing credits for afforestation or reforestation requirements with enhanced environmental benefits from future activities. (Forest Conservation)

LOT –

1. A parcel of land either vacant or occupied by one principal building structure, or use and its accessory buildings, uses or structures, or a group of principal buildings as allowed by Article 4 and including open spaces and landscaped areas as required. (Subdivision and Land Development)
2. For the purposes of Article 7, a unit of land, the boundaries of which have been established as a result of a deed or previous subdivision of a larger parcel, and which will not be the subject of further subdivision, as defined by Natural Resources Article, Section 5-1601, Annotated Code of Maryland, and this Ordinance without an approved forest stand delineation and forest conservation plan. (Forest Conservation)

MAINTENANCE AGREEMENT – The short-term management agreement associated with afforestation or reforestation plans required under Natural Resources Article, Section 5-1605, Annotated Code of Maryland, and Article 7, Sections D and E of this Chapter. (Forest Conservation)

QUALIFIED CONSERVATION - means the conservation of all or a part of an existing forest that:

- (1) Has been approved by the appropriate State or local forest conservation program for the purpose of establishing a forest mitigation bank; and
- (2) Is encumbered in perpetuity by a restrictive easement, covenant, or another similar mechanism recorded in the county land records to conserve its character as a forest. (Forest Conservation)

SEDIMENT CONTROL PERMIT - The authorization of an activity regulated under a sediment control plan as provided in Environment Article, Title 4, Annotated Code of Maryland (Forest Conservation)

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

Topic:

Approval of a Resolution: Guaranty of a Lease Between the Maryland Theatre Association and the Carroll County Foundation, Inc. for the Miss Maryland Contract Renewal

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Miss_MD_Resolution_2026.pdf

Description

Resolution: Miss MD
Contract 2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF A GUARANTY OF A LEASE BETWEEN THE MARYLAND THEATRE ASSOCIATION, INC. AND THE CARROLL COUNTY FOUNDATION, INC. TO FACILITATE THE CONTINUED PRESENCE OF THE MISS MARYLAND SCHOLARSHIP PAGEANT AND THE MISS OUTSTANDING TEEN MARYLAND PAGEANT AT THE MARYLAND THEATRE FOR A TERM OF FIVE YEARS

RECITALS

WHEREAS, The Carroll County Foundation, Inc. on behalf of the Miss Maryland Scholarship Organization (hereinafter “The Organization”) annually holds The Miss Maryland Scholarship Pageant and The Miss Outstanding Teen Maryland Pageant at The Maryland Theatre located in Hagerstown, Maryland; and

WHEREAS, the City desires to facilitate the continued presence of the aforementioned pageants in Hagerstown, Maryland; and

WHEREAS, The Organization has requested the City and the Board of County Commissioners to assist it by guarantying its rental obligation to The Maryland Theatre; and

WHEREAS, the City has previously been a party to an effective public-private endeavor to ensure the continuation of the aforementioned pageants at the Maryland Theatre; and

WHEREAS, the City desires to facilitate The Organization’s continued utilization of The Maryland Theatre for the aforementioned pageants; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to do so;

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 City shall guaranty the rental payment of the Carroll County Foundation, Inc. to the Maryland Theatre in the maximum amount of \$10,000.00 per year for a period of five (5) years, beginning in 2027.
2. That the Mayor be and is hereby authorized to execute and deliver, as Guarantor, the Lease between the Carroll County Foundation, Inc. and The Maryland Theatre, Association, Inc., said Lease being attached hereto, and incorporated herein by reference.
3. That this approval is contingent upon the approval by the Board of Commissioners of Washington County of its guaranty obligation as delineated in the attached Lease.

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: _____
William B. McIntire, Mayor

Date of Introduction: June 24, 2026
Date of Passage: June 24, 2026
Effective Date: June 24, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

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

Topic:

Approval of Invest Hagerstown Program Funding Levels for FY2027

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

062326_RS_Invest_Hagerstown.pdf

Description

Approval of Invest
Hagerstown Program
Funding Levels for FY2027

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

DATE: June 23, 2027

TOPIC: **Approval of Invest Hagerstown Program Funding Levels for FY2027**

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

MOTION:

I hereby move for the Mayor and City Council to approve the Invest Hagerstown Program’s funding levels for FY2027 according to the attached chart.

The program includes five categories: 1.) the City Center Redevelopment Grant Program; 2.) the City-Wide Redevelopment Grant Program; 3.) the Rental Property Rehabilitation Grant Program; and 4.) the Sign & Façade Grant Program; and 5.) the Homeownership Grant Program.

Mayor and City Council approve the City Center Redevelopment Grant applications, and will approve the reuse of any uncommitted/undisbursed and/or forfeited commitments in the City Center Redevelopment Grant category.

The program Review Committee approves the grant applications across the Categories #2 to #5, and will approve the reuse of any uncommitted/undisbursed and/or forfeited commitments in all categories, except the City Center Redevelopment Grant category, with the ability to reuse such funds across any of those program components.

Funding of this program will come from the Economic Redevelopment Fund Invest Hagerstown line items in the Fiscal Year 2027 budget.

DATE OF INTRODUCTION:	6/23/2027
DATE OF PASSAGE:	6/23/2027
EFFECTIVE DATE:	6/23/2027

INVEST HAGERSTOWN PROGRAM

FY2027 Chart of Components and Funding Levels – 06/02/2026

<p>1. City Center Redevelopment Grant Program – Grants from a minimum of \$150,000 to a maximum of \$250,000 and require a minimum 2:1 match from the developer. Projects ranging from \$450,000 to \$750,000+.</p>	<p>\$500,000</p>
<p>2. City-Wide Redevelopment Grant Program – Grants from a minimum of \$5,000 to a maximum of \$25,000 and require a minimum 2:1 match from the developer. Projects ranging from \$15,000 to \$75,000+.</p>	<p>\$250,000</p>
<p>3. Rental Property Rehabilitation Grant Program – Grants of \$7,500 to a maximum of \$20,000 to assist with rental property rehabilitation to market rate rental and requiring 2:1 match. Projects ranging from \$22,500 to \$60,000+. Projects receiving grants greater than \$7,500 require 2 or more units within a single property/parcel.</p>	<p>\$150,000</p>
<p>4. Sign & Façade Grant Sign grants range from a minimum of \$250, to a maximum of \$1,500 and require a minimum 1:1 match from the business owner to promote brand visibility and customer awareness. Façade grants range from a minimum of \$2,500 to a maximum of \$7,500 and require a minimum 1:1 match from the developer to improve storefront elements and enhance City Center. Projects ranging from \$5,000 to \$15,000+.</p>	<p>\$50,000</p>
<p>5. Homeownership Grant Program Down payment and closing cost assistance that provides loan-to-grants of \$7,500 to eligible homes within City limits to enhance home ownership in the area. Eligible homes may not exceed 100% of the average home sale price within City limits.</p>	<p>\$225,000</p>
<p>Subtotal</p>	<p>\$1,175,000</p>

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

Topic:

Approval of Non-Union Pay Scale

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Non-Union_Pay_Scale_-_July__2026.pdf

Description

Motion and Pay Scale - Non-Union

REQUIRED MOTION

**MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: June 23, 2026

TOPIC: Approval of Non-Union Pay Scale

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

MOTION: I hereby move for Mayor and Council approval of the increase to the attached Non-Union pay scale by 5.00% to be effective July 6, 2026. This increase was included as a part of the FY27 budget.

DATE OF PASSAGE: June 23, 2026
EFFECTIVE DATE: July 6, 2026

Non-Union Employee Group
Annual Salaries - Effective July 6, 2026

Performance Steps

Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14
09	38,084.80	39,977.60	41,849.60	43,721.60	45,593.60	47,465.60	49,337.60	52,707.20	54,641.60	56,513.60	58,427.20	60,340.80	62,254.40	64,126.40
10	41,038.40	43,056.00	45,073.60	47,070.40	49,088.00	51,084.80	53,144.00	55,120.00	57,116.80	59,113.60	61,131.20	63,086.40	65,083.20	67,017.60
11	43,700.80	45,864.00	47,985.60	50,148.80	52,312.00	54,392.00	56,534.40	58,697.60	60,777.60	62,920.00	65,020.80	67,163.20	69,264.00	71,323.20
12	45,676.80	47,902.40	50,148.80	52,416.00	54,662.40	56,867.20	59,113.60	61,318.40	63,564.80	65,769.60	67,974.40	70,200.00	72,425.60	74,588.80
13	47,881.60	50,252.80	52,665.60	55,078.40	57,449.60	59,800.00	62,150.40	64,542.40	66,851.20	69,160.00	71,489.60	73,798.40	76,148.80	78,457.60
14	50,065.60	52,540.80	55,036.80	57,616.00	60,028.80	62,524.80	64,979.20	67,433.60	69,846.40	72,300.80	74,755.20	77,168.00	79,601.60	81,993.60
15	52,790.40	55,432.00	58,011.20	60,569.60	63,169.60	65,769.60	68,369.60	70,948.80	73,465.60	76,044.80	78,624.00	81,161.60	83,699.20	86,195.20
16	55,660.80	58,364.80	61,068.80	63,752.00	66,456.00	69,160.00	71,884.80	74,630.40	77,292.80	80,017.60	82,680.00	85,363.20	88,067.20	90,708.80
17	58,156.80	60,985.60	63,814.40	66,622.40	69,472.00	72,300.80	75,129.60	78,000.00	80,849.60	83,616.00	86,465.60	89,252.80	92,060.80	94,806.40
18	60,777.60	63,772.80	66,705.60	69,638.40	72,612.80	75,608.00	78,603.20	81,598.40	84,468.80	87,443.20	90,396.80	93,329.60	96,324.80	99,195.20
19	64,272.00	67,392.00	70,574.40	73,694.40	76,876.80	80,017.60	83,116.80	86,278.40	89,377.60	92,518.40	95,638.40	98,716.80	101,836.80	104,894.40
20	67,184.00	70,470.40	73,736.00	77,043.20	80,308.80	83,574.40	86,923.20	90,168.00	93,454.40	96,720.00	99,964.80	103,230.40	106,475.20	109,657.60
21	71,302.40	74,817.60	78,332.80	81,827.20	85,321.60	88,816.00	92,331.20	95,825.60	99,278.40	102,752.00	106,163.20	109,636.80	113,110.40	116,521.60
22	74,547.20	78,208.00	81,868.80	85,550.40	89,211.20	92,872.00	96,532.80	100,152.00	103,792.00	107,452.80	111,009.60	114,670.40	118,289.60	121,825.60
23	77,916.80	81,785.60	85,612.80	89,460.80	93,288.00	97,073.60	100,921.60	104,748.80	108,513.60	112,340.80	116,147.20	119,912.00	123,676.80	127,400.00
24	81,494.40	85,529.60	89,523.20	93,537.60	97,552.00	101,566.40	105,560.00	109,574.40	113,526.40	117,499.20	121,472.00	125,465.60	129,396.80	133,265.60
25	86,798.40	91,020.80	95,284.80	99,528.00	103,792.00	108,056.00	112,299.20	116,542.40	120,744.00	124,966.40	129,209.60	133,348.80	137,550.40	141,668.80
27	94,868.80	99,507.20	104,208.00	108,784.00	113,443.20	118,123.20	122,761.60	127,420.80	132,017.60	136,614.40	141,252.80	145,849.60	150,446.40	154,980.80
28	99,195.20	104,041.60	108,929.60	113,838.40	118,664.00	123,531.20	128,419.20	133,244.80	138,091.20	142,937.60	147,742.40	152,547.20	157,372.80	162,094.40
30	110,998.80	116,480.00	121,908.80	127,379.20	132,766.40	138,195.20	143,665.60	149,094.40	154,502.40	159,848.00	165,235.20	170,601.60	175,988.80	181,251.20

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

Topic:

Approval of HVAC Service and Maintenance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY27_Elevator_Maintenance_Services.pdf

Description

Motion for HVAC Service

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 23, 2026

TOPIC: Approval of Elevator Maintenance Services Contract: 7/1/26-6/30/27

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and Council to authorize and approve Right Elevator Company as the City of Hagerstown's elevator maintenance contractor for the repair, adjustment, emergency service, preventative maintenance, and inspection services for elevators located at various City buildings. The departments that will be utilizing these services are as follows: Public Works, Utilities (Water), and Police. These services were offered through the formal bid process in May 2026 – Bid No B1877.26. Contract term is from July 1, 2026 through June 30, 2027, with the possibility of up to three (3) additional consecutive one (1) year extensions subject to the mutual consent of the City of Hagerstown and Right Elevator Company. Total contract annual amount is \$19,140.00 with a departmental breakdown below:

Department Name	Department Total
Public Works	\$ 13,560.00
Police Department	\$ 2,580.00
Water Department	\$ 3,000.00
Grand Total =	\$ 19,140.00

DATE OF PASSAGE: 06/23/2026

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

Topic:

Approval of Elevator Maintenance Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY27_Elevator_Maintenance_Services.pdf

Description

Motion for Elevator
Maintenance

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 23, 2026

TOPIC: Approval of Elevator Maintenance Services Contract: 7/1/26-6/30/27

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and Council to authorize and approve Right Elevator Company as the City of Hagerstown's elevator maintenance contractor for the repair, adjustment, emergency service, preventative maintenance, and inspection services for elevators located at various City buildings. The departments that will be utilizing these services are as follows: Public Works, Utilities (Water), and Police. These services were offered through the formal bid process in May 2026 – Bid No B1877.26. Contract term is from July 1, 2026 through June 30, 2027, with the possibility of up to three (3) additional consecutive one (1) year extensions subject to the mutual consent of the City of Hagerstown and Right Elevator Company. Total contract annual amount is \$19,140.00 with a departmental breakdown below:

Department Name	Department Total
Public Works	\$ 13,560.00
Police Department	\$ 2,580.00
Water Department	\$ 3,000.00
Grand Total =	\$ 19,140.00

DATE OF PASSAGE: 06/23/2026

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

Topic:

Approval of On-Call Electrical Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY27_On-Call_Electrical.pdf

Description

Motion for Electrical
Contract

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: June 23, 2026

TOPIC: Approval of On-Call Electrical Maintenance Services Contract: 7/1/26-6/30/27

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 Electrical Maintenance Contract with MEC, Inc as the City of Hagerstown’s on-call electrical contractor for various departments/facilities within the City of Hagerstown on an as-needed basis for projects under \$25,000.00. The contract term is July 1, 2026 - June 30, 2027. This is year two (2) of five (5) optional one-year renewals. MEC Inc.’s pricing is as follows:

Regular Hourly Rate 8:00 AM to 4:00 PM (Monday-Friday)	\$56.00 Per Hour
After Hours Rate (Monday-Friday)	\$84.00 Per Hour
Weekend Rate	\$84.00 Per Hour
Holiday Rate	\$100.00 Per Hour
Bucket Truck Rate (including labor)	\$100.00 Per Hour
Material Mark-Up on Supplies	10%

DATE OF PASSAGE: 06/23/2026

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

Topic:

Approval of Janitorial Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY27_Janitorial_Services.pdf

Description

Motion for Janitorial
Services

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: June 23, 2026

TOPIC: Approval of Janitorial Services Contract: 7/1/26-6/30/27

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and City Council to authorize and approve Jasso Maintenance, LLC as the City of Hagerstown's janitorial contractor for various buildings/facilities within the City of Hagerstown. These services were formally bid in May 2026 – Bid # B1862.26. Contract term is July 1, 2026 through June 30, 2027, with the possibility of up to three (3) additional consecutive one (1) year renewals, subject to the mutual consent of the City of Hagerstown and Jasso Maintenance, LLC. The FY27 annual amount is \$77,705.00, with a departmental breakdown as follows:

Department Name	Department Total
Fire Department	\$ 26,608.00
Parks Department	\$ 12,894.00
Public Works	\$ 23,808.00
Police Department	\$ 14,395.00
Grand Total =	\$ 77,705.00

DATE OF PASSAGE: 06/23/2026

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

Topic:

Action on Targeted Abatement Plan – Opioid Restitution Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: