

Executive, Work and Regular Session (48th Voting Session)
Mayor and City Council
September 22, 2026
Agenda

7:00 PM - September 22, 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, October 6, 2026 – Work Session at 4:00 p.m.
 - 2. Tuesday, October 13, 2026 – Work Session at 4:00 p.m.
 - 3. Tuesday, October 20, 2026 – Work Session at 4:00 p.m.
 - 4. Tuesday, October 27, 2026 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

- A. Hagerstown Youth Council
 - Mordecai Ackah, Term to Expire August 31, 2027
 - Kevin Fru, Term to Expire August 31, 2027
 - Nina Dethdy, Term to Expire August 31, 2027

 - Dana Begzad, Term to Expire August 31, 2028
 - Mika Dethdy, Term to Expire August 31, 2028
 - Kevin Dominguez, Term to Expire August 31, 2028
 - Jessica Boateng, Term to Expire August 31, 2028

VI. PROCLAMATION

- A. Economic Development Week

VII. AGENDA ITEM 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. MINUTES

August 4, 2026, August 6, 2026, August 11, 2026, August 18, 2026, and August 25, 2026

IX. CONSENT

A. City Clerk

1. Open Container Exemption: Stay WICKED – Saturday, October 17, 2026

A. Finance

1. MUNIS Utility Billing Support Services - FY27 (September 1, 2026 thru June 30, 2027)
Nelia M. Tidler (Houston, TX) \$ 15,000.00

B. Fire

1. Concrete Slab - HFD Training Center - Concrete Central, LLC (Hagerstown, MD) \$ 18,000.00
2. Pierce 2017 Ladder Truck Repair - Atlantic Emergency Solutions (Williamsport, MD) \$ 17,528.04
3. HFD Admin Office - Expand Overhead Door - GRC General Contractor, Inc. (Zullinger, PA) \$ 26,275.00

C. Technology and Support Services

1. Artic Wolf Annual Software Renewal - Winslow Technology Group (Waltham, MA) \$ 165,268.18
2. Cybersecurity Internal Penetration Tests -Winslow Technology Group (Waltham, MA) \$ 9,850.00
3. Annual Veeam Backup and Recovery Renewal - Software House International (Somerset, NJ) \$ 18,490.08
4. AVCC Annual Subscription Fee - 08/01/2026 to 07/31/2027 - Lexis Nexis Risk Data Management, LLC (Alpharetta, GA) \$ 23,048.32

D. Engineering

1. FY 27 Urban Tree Planting - Botanica Enterprises (Boonsboro, MD) NTE \$ 100,000.00

E. Police

1. FY27 NTF Reimbursement (July, 2026 - June, 2027) - Washington County Treasurer (Hagerstown, MD) \$ 270,000.00
2. Nicolet APEX KBR with Purge Kit (2dn Part) - Thermo Electron North America (Madison, WI) \$ 17,244.04
3. FY27 Reimbursement for Community Based Prosecutor - July, 2026 - June, 2027 - Washington County Treasurer (Hagerstown, MD) \$ 90,205.00
4. Uniforms for Students at Washington County Police Academy - Gall's (Baltimore, MD) \$ 14,923.20

F. Public Works

1. Arts & Entertainment Parking Deck Joint Repair - Witmer, LLC (Belcamp, MD) \$ 57,650.00
2. Furnish and Install Unleaded Gasoline Dispenser Unit - Spigler Petroleum Equipment,

LLC (Westminster, MD) \$ 17,795.10

3. Gator HPX615E (Model Year 2027) - Deere & Company (Cary, NC) \$ 13,768.30
4. 2700 E-Cut Hybrid Triplex Mower - Deere & Company (Cary, NC) \$ 54,453.75
5. Bulk Road Salt - Primary Contract - Morton Salt, Inc. (Chicago, IL) \$ 91.20 Per Ton Price Delivered
6. Bulk Road Salt - Secondary Contract - Eastern Salt Company, Inc. (Lowell, MA) \$ 96.90 Per Ton Price Delivered

G. Utilities

1. Water: Vehicle Replacement-Unit 230 - Hertrich Fleet Services (Milford, DE) \$29,779.00
2. Water & Wastewater: Underground Infrastructure Marking ~ USIC Locating Services (Indianapolis, IN) \$208,000.00
3. Wastewater: Wastewater Treatment Plant Demolition Project - A-Zone Environmental Services, LLC (Kearneysville, WV) \$433,550.00
4. Wastewater: WWTP Wet Well Flygt Mixer Repair - Hills Industrial (Linwood, MD) \$12,807.76
5. Wastewater: Liquid Oxygen Supply Contract Renewal - AirGas USA, LLC (Horsham, PA) \$29,040.00
6. Wastewater: Cyber Security Upgrades - AutomaTech, Inc (Plymouth, MA) \$25,080.00

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

- A. Introduction of an Ordinance: Land Management Code Annual Amendments
- B. Approval of Habitat for Humanity FY27 Community Development Block Grant (CDBG) Funding Amendment
- C. Approval of Janitorial Services
- D. Approval of Historic District Design Guidelines

XII. GENERAL CITIZEN COMMENTS

XIII. CITY ADMINISTRATOR'S COMMENTS

XIV. MAYOR AND COUNCIL COMMENTS

XV. ADJOURN

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

Topic:

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

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HAGERSTOWN, MARYLAND**

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Hagerstown Youth Council

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

Topic:

Economic Development Week

Mayor and City Council Action Required:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

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HAGERSTOWN, MARYLAND**

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Financial Impact:

Recommendation:

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

Topic:

Open Container Exemption: Stay WICKED – Saturday, October 17, 2026

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

2026_Open_Container_Exemption_for_Stay_WICKED_Event.pdf	Open Container Exemption 2026 - Stay WICKED
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CITY OF HAGERSTOWN, MARYLAND

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

TO: Scott Nicewarner

FROM: Brittany Arizmendi, Director of Community Engagement

DATE: September 9, 2026

SUBJECT: Open Container Exemption for 2026 Stay WICKED

Staff is requesting Mayor and Council approval for exemption to the Open Container Act for a new downtown event where alcohol is being requested.

Action Requested

Staff seeks approval of the following exemptions at the September 22, 2026, Regular Session:

Outside Organizations

Stay WICKED – hosted by Create a Candle + Meinelschmidt Distillery (South Potomac Street)

- Saturday, October 17, 2026

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

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

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

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

APPLICATION/PERMIT

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

Unit Block of South Potomac Street

On the following date(s):

Saturday, October 17, 2026

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

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

Meinelschmidt Distillery will be holding the liquor license during the Stay WICKED event that is taking place in the unit block of South Potomac Street on Saturday, October 17, 2026 from 4:00-9:00 PM. Event organizers will provide cups that indicate who is drinking on the street. Approved downtown bars/restaurants in the unit block that may serve alcohol with proper paperwork (The Brick Tavern, Veva's on Potomac, Meinelschmidt Distillery, The Dugout Sport Bar, and Schmankerl Stube.)

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

Applicant Name: Meinelschmidt Distillery

Applicant Address: 54 S Potomac Street, Hagerstown, MD 21740

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

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

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B)
2. Abide by all Statutes, Act, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or the use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.

4. The applicant does hereby agree that it shall be responsible for the costs of all City services incurred in connection with the event.
5. The applicant agrees that he/she/it shall furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or promulgated by the City and contained in this application. (See Attachment B)
6. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
7. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments the terms set forth herein shall govern and prevail.

Date: 9/22/2026

Name of Applicant: Meinelschmidt Distillery

By:

Address: 54 S Potomac Street
 Hagerstown, MD 21740

Phone: 240-503-1656

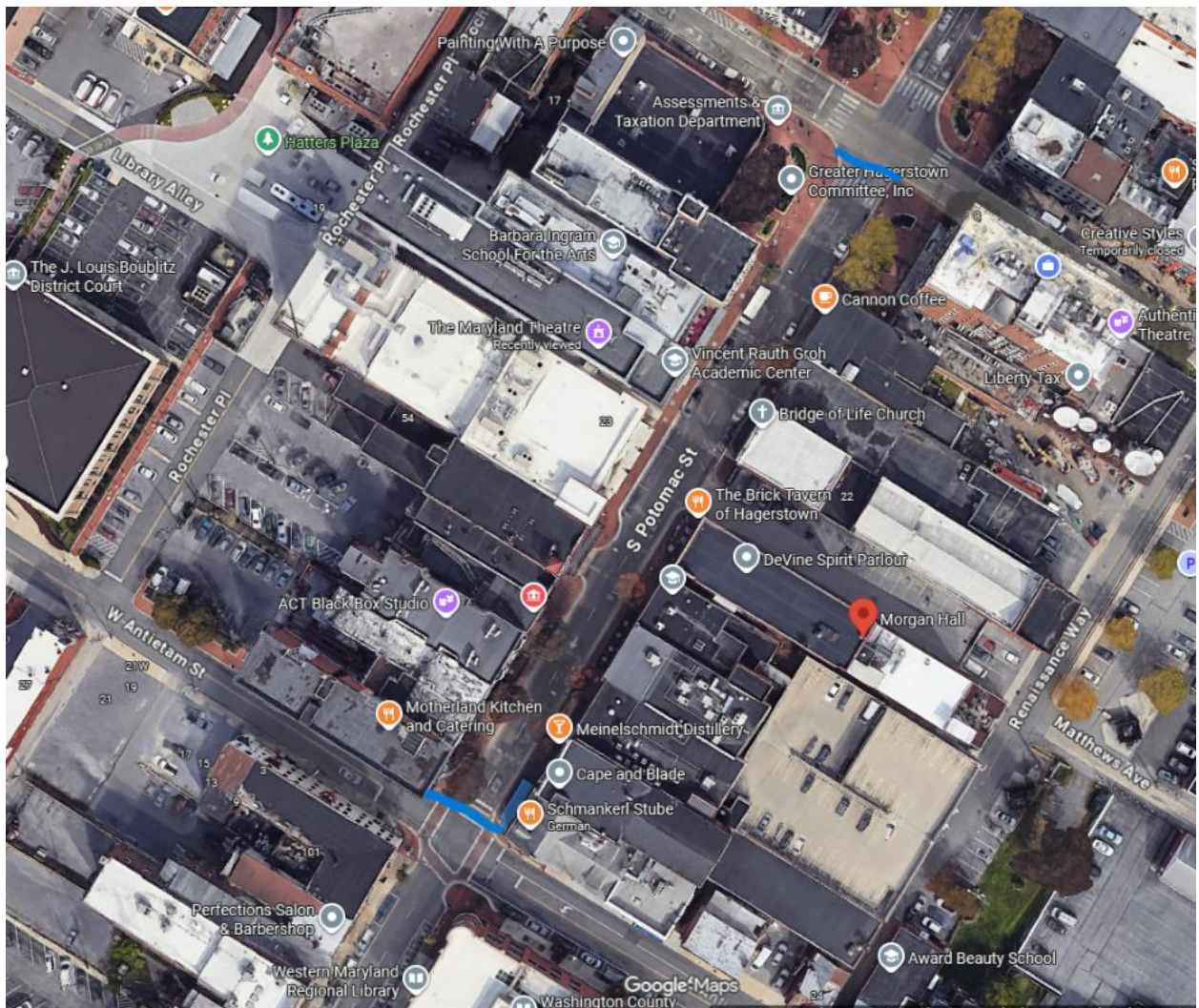
ACCEPTANCE

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

CITY OF HAGERSTOWN, MARYLAND

By:

ATTACHMENT A



ATTACHMENT B

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

1. Unit block of South Potomac Street is leased for no cost to Meinelschmidt Distillery and Create a Candle on Saturday, October 17, 2026 from 2:00 - 10:00 p.m. for set-up, event, and clean-up.
2. Approved downtown restaurants/bars in the unit block of South Potomac Street will be allowed to serve alcoholic beverages and will limit this activity to individuals who are legally able to drink alcohol, have the event beverage cup, and are in the designated area.
3. Create a Candle and/or Meinelschmidt Distillery will sign this permit and Hold Harmless Agreement, as well as endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.

CITY OF HAGERSTOWN

HOLD HARMLESS AGREEMENT

Lessee/User: Create a Candle and/or Meinelschmidt Distillery

Event/Use: Stay WICKED

Location: Unit Block of South Potomac Street

Date(s) of Use: Saturday, October 17, 2026 from 4-9:00 p.m.

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

Witness:

Lessee/User

Witness:

By (Signature and Title)

Date: 54 S Potomac Street
Hagerstown, MD 21740
240-347-4934

Return to:

Brittany Arizmendi

City of Hagerstown, Director of Community Engagement

Barizmendi@hagerstownmd.org; 240-500-4582

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

Topic:

MUNIS Utility Billing Support Services - FY27 (September 1, 2026 thru June 30, 2027) Nelia M. Tidler (Houston, TX) \$ 15,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Finance_-_MUNIS_Utility_Billing_Support_Services.pdf

Description

Consent for MUNIS Utility
Billing Support Services

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:

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

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

Topic:

Concrete Slab - HFD Training Center - Concrete Central, LLC (Hagerstown, MD) \$ 18,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Concrete_Slab_-_HFD_Training_Center_memo.pdf
Concrete_Slab_-_HFD_Training_Center_consent.pdf
Concrete_Slab_-_HFD_Training_Center_proposal.pdf

Description

Concrete Slab - HFD
Training Center Memo
Concrete Slab - HFD
Training Center consent
Concrete Slab - HFD
Training Center Proposal



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

September 22, 2026

TO: Scott Nicewarner, City Administrator
FROM: John DiBacco, Fire Chief *JEDiBacco*
SUBJECT: Concrete Slab – HFD Training Center

The Hagerstown Fire Department is requesting approval to utilize Concrete Central, LLC to construct a concrete foundation pad at the Fire Department Training Center at a cost of \$18,000.00.

The Mayor and City Council previously approved the purchase of a new enclosed structure for the Fire Department Training Center. In preparation for installation of that structure, a permanent concrete pad is necessary to provide a stable and appropriate foundation.

The proposed concrete work will establish the foundation upon which the new structure will be placed and will provide a durable, level surface capable of supporting the building and its intended use. Completion of the pad is a necessary step in preparing the site and allowing installation of the previously approved structure to move forward.

The new structure will provide additional protected space at the Training Center and support the Department's continued expansion of training capabilities, equipment storage, and operational readiness.

Concrete Central, LLC is the preferred vendor to complete the required concrete work. The total cost for construction of the concrete foundation pad is \$18,000.00.

Staff recommends approval to utilize Concrete Central, LLC to construct the concrete foundation pad at the Fire Department Training Center at a total cost of \$18,000.00.

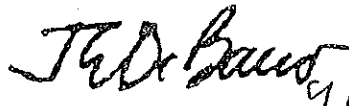
This project is necessary to provide the foundation for the previously approved enclosed structure and represents the next step toward placing the structure into service and expanding the usable capabilities of the Fire Department Training Center.

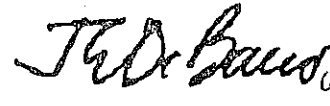
PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Necessary infrastructure in preparation of building installation.


9/9/26
Signature / Date


9/9/26
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

ESTIMATE

Concrete Central, LLC
17405 W Washington St
Hagerstown, MD 21740-5192

tandbball@msn.com
+1 (301) 573-1209
www.concrete-central.com



Hagerstown Fire Department: CONCRETE SLAB HAGERSTOWN FIRE DEPT

Bill to

Hagerstown Fire Department
929 Eldridge Dr
Hagerstown, MD 21740

Ship to

Hagerstown Fire Department
929 Eldridge Dr
Hagerstown, MD 21740

Estimate details

Estimate no.: 1057
Estimate date: 08/04/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Construction	NEW 4" CONCRETE SLAB 30'X52' STONE, WIRE & REBAR IN A 1'X1' FOOTER AROUND THE PERIMETER	1	\$18,000.00	\$18,000.00
Total						\$18,000.00

Accepted date

Accepted by

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

Topic:

Pierce 2017 Ladder Truck Repair - Atlantic Emergency Solutions (Williamsport, MD) \$
17,528.04

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Trk_4_Repair_memo.pdf

Trk_4_Repair_consent.pdf

Trk_4_repair_proposal.pdf

Description

2017 Pierce Ladder Truck
Repair Memo

Pierce 2017 Ladder Truck
Repair Consent

Pierce 2017 Ladder Truck
Repair Proposal



HAGERSTOWN FIRE DEPARTMENT

929 ELDRIDGE DRIVE, HAGERSTOWN, MD 21740
TELEPHONE: 301.791.2544 FAX: 301.797.7448

Adam A. Hopkins, EFO FSEDI CFO CTO
Deputy Fire Chief

To: Scott Nicewarner, City Administrator
Michelle Hepburn, Finance Director

From: Adam A. Hopkins, Deputy Fire Chief ~~AWH~~

Date: August 13, 2026

Subject: Emergency Repair/Replacement – Truck 4 Ladder Pipe Monitor and Nozzle

Truck 4's aerial master stream monitor and nozzle have developed an operational malfunction that prevents the system from functioning as designed. The monitor does not consistently respond to the electronic controls and frequently requires manual override to achieve the desired positioning. Additionally, when operating under pressure, the monitor binds during rotation. In many cases, system pressure must be reduced to move the monitor past the sticking point, requiring a corresponding reduction in water flow.

This issue has been ongoing and previous repair efforts, including replacement of the monitor drive motor, improved the operation but did not resolve the underlying problem. While the system remains functional, it no longer operates reliably or as intended.

Atlantic Emergency Solutions evaluated the monitor and recommended replacement of the master stream monitor, nozzle, interface, and control box. The proposed replacement converts Truck 4 to the same Akron monitor system utilized on the department's other aerial apparatus, providing equipment standardization, improved parts availability, and the ability to interchange components between units during future maintenance or unexpected failures. The estimated replacement cost is \$17,528.04.

An alternative would have been to remove the existing monitor and return it to the manufacturer for evaluation and possible repair. However, this option would place Truck 4 out of service for an extended period with no assurance that the unit could be repaired, potentially resulting in the purchase of a replacement monitor after significant downtime.

Unlike many mechanical repairs that affect convenience or reliability, this malfunction directly impacts the department's ability to deliver elevated master streams at full flow during emergency operations. In a high-risk incident involving significant fire conditions or exposure protection, the inability to rapidly and reliably position the ladder pipe while maintaining full fire flow could adversely impact fire suppression operations and firefighter safety.

Given the operational importance of Truck 4's aerial master stream capabilities and the potential impact to emergency response, I authorized the repair to restore the apparatus to full operational capability as quickly as possible.

If additional information is needed, please let me know.

Cc: John DiBacco, Fire Chief

VISION: Ensure a safe, resilient community while maintaining public trust.

MISSION: Provide diverse services for community safety.

VALUES: Professional, Respect, Integrity, Dependable, Empathy

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	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.
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	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 Repair/replacement needed for routine wear and tear of a nearly 10-year-old piece of equipment. This should cover the next 10-years of anticipated service life from this ladder truck.


Signature / Date 9/9/26


Signature / Date 9/9/26

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

ATLANCIC
EMERGENCY SOLUTIONS

Estimate for Repairs		Unit ID: TRUCK
RO:		
Customer: HAGERSTOWN FIRE DEPTMENT		VIN Number (Last Six): HA017546
Year: 2017	Make: PIERCE	Model: ARROW XT
Job Number: 30526	Equipment: AERIAL	

[illegible]

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

Topic:

HFD Admin Office - Expand Overhead Door - GRC General Contractor, Inc. (Zullinger, PA) \$
26,275.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HFD_Admin_Office_-_Expand_Overhead_Door_Memo.pdf

HFD_Admin_Office_-_Expand_Overhead_Door_consent.pdf

HFD_Admin_Office_-_Expand_Overhead_Door_Proposal.pdf

Description

HFD Admin Office - Expand
Overhead Door Memo

HFD Admin Office - Expand
Overhead Door Consent

HFD Admin Office - Expand
Overhead Door Proposal



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

September 22, 2026

TO: Scott Nicewarner, City Administrator

FROM: John DiBacco, Fire Chief *John DiBacco*

SUBJECT: Enlarge Overhead Opening- Fire Administrative Office

The Hagerstown Fire Department is requesting approval to utilize GRC to enlarge the existing bay door opening at the Fire Department Administration Warehouse at a cost of \$26,275.00.

The Administration Warehouse is utilized for the storage of Fire Department vehicles, equipment, supplies, and other operational resources. The existing bay door opening measures approximately 8 feet by 10 feet, which limits access for many of the Department's larger vehicles and restricts the ability to move vehicles and equipment throughout the facility.

The proposed project will increase both the height and width of the existing opening, providing the clearance necessary for larger Department vehicles to safely access the building and travel to the opposite side of the warehouse. Improved vehicle access is particularly important when loading, unloading, and relocating large or heavy equipment and will allow the Department to more effectively utilize the entire facility.

The larger opening will also reduce the potential for damage to vehicles, equipment, and the building caused by maneuvering through the existing restricted opening while providing greater flexibility for future vehicle, equipment, and storage needs.

Three vendors were contacted regarding the project. GRC submitted the only proposal received in the amount of \$26,275.00. One vendor declined to submit a proposal, and the third vendor did not respond to the solicitation.

Based upon the proposal received and the scope of work required, GRC is the preferred vendor for the project.

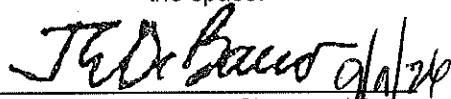
Staff recommends approval to utilize GRC to enlarge the existing bay door opening at the Fire Department Administration Warehouse at a total cost of \$26,275.00. The project will improve vehicle access, facilitate the movement of equipment and materials, and increase the overall functionality and usable space of the facility.

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.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Current conditions prevent full utilization of warehouse space for large fire vehicles. This opening in the existing wall will allow HFD to preposition and house specialty vehicles and maximize effective use of the space.


Signature / Date


Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Commercial, Design-Build,
Industrial, Institutional



3289 Waynecastle Road
PO Box 216
Zullinger, PA 17272
717-762-1116
717-762-6582 Fax



www.grcgc.com

Building the Future Since 1983

August 12, 2026

Hagerstown Fire Department
929 Eldridge Dr.
Hagerstown, MD 21740

ATTN: Julie Statler
RE: Overhead Door Opening Modifications

Enclosed is our estimate for the above-mentioned project. This quote includes the labor and materials to complete the work as listed below.

BASE BID SCOPE

1. Remove 8'x10' overhead door and track, air curtain, and framing associated with the door.
2. Sawcut around (4) bollards and remove.
3. Demo new opening between the two buildings to be approximately 19' wide by 16' high. Install new wall girts and opening jamb as necessary.
4. Demo CMU to 8" below floor level in opening area. Dowel concrete and infill slab with concrete in location where CMU and bollards were removed.
5. We have included an allowance of \$6,500.00 in this proposal for drawings and permitting.

TOTAL COST OF WORK \$26,275.00

ADD ALTERNATE 1

1. Install (4) bolt down bollards at the opening above and (2) bolt down bollards at the opening that is already being made.

TOTAL COST OF WORK ADD \$3,015.00

EXCLUSIONS

- Any electrical work
- Power and water (must be available to site)

This estimate is good for 60 days.

Work to be performed during normal business hours:
Monday – Friday, 7:00 AM – 3:30 PM

I trust the above will meet with your approval. Please feel free to call me with any concerns you may have.

Sincerely,
GRC GENERAL CONTRACTOR, INC.

Brock Bumbaugh

Brock Bumbaugh
Estimator

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

Topic:

Artic Wolf Annual Software Renewal - Winslow Technology Group (Waltham, MA) \$ 165,268.18

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT-Arctic_Wolf_Annual_Renewal.pdf
CityofHagerstown-AWN_Renewal_2026_(Year_2of3)-
WTGQ87650.pdf

Description

Consent Form
Renewal 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>
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



WINSLOW

Technology Group

303 Wyman St. Ste 299, Waltham, MA 02451-1253
t. (781) 471-5021 f. (617) 507-6427

QUOTE

Number WTGQ87650

Date 8/28/2026

Expiration 10/29/2026

Sold To

Hagerstown MD, City of
Oren Reed
1 East Franklin St
Hagerstown, MD 21740

Ship To

Hagerstown MD, City of
Oren Reed
1 East Franklin St
Hagerstown, MD 21740

Account Executive

Brett Gold
443-896-8372
bgold@winslowtg.com

Phone (301) 733-8630
Fax

Phone (301) 733-8630
Fax

Line	Qty	Description	Manufacturer Part #	Unit Amount	Ext. Amount
1		Arctic Wolf Renewal Subscription			
2		Year 2 Cost			
3	525	MDR MR MA IRJS + 12 TOUCHPOINTS ARCTIC WOLF TOTAL USER LICS - GOLD	AW-TOTAL-USER-GOLD	\$231.38	\$121,474.50
4	49	ARCTIC WOLF TOTAL SERVER LICS GOLD (MDR MR MA IRJS)	AW-TOTAL-SERVER-GOLD	\$238.05	\$11,664.45
5	574	MDR LOG RET 1YR SVCS ARCTIC WOLF MDR LOG RET 1YR	AW-MDR-1YR	\$12.68	\$7,278.32
6	1	200SRS SENSOR HW ARCTIC WOLF 200SRS SENSOR	AW-MDR-2XX-S	\$3,028.20	\$3,028.20
7	1	200SRS SENSOR 2X10G MM FIBER SFP+ MOD W LC CONN HW ARCTIC WOLF	AW-MDR-2XX-S-10G	\$3,716.81	\$3,716.81
8	525	ARCTIC WOLF MDR OFFICE 365 USER LICENSE	AW-MDR-O365	\$21.48	\$11,277.00
9	525	ARCTIC WOLF MANAGED SECURITYAWARENESS PLUS ADD ONARCTIC	AW-MSAT-MAP-ADDON	\$3.30	\$1,732.50
10	525	ARCTIC WOLF COMP CONTENT PK .	AW-MSAT-CCP	\$3.30	\$1,732.50
11	1	ARCTIC WOLF SECURITY OPERATIONS WARRANTY - 1.5M (ENROLLMENT	AW-WARRANTY-1500	\$0.00	\$0.00
12	1	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM	AW-PLATFORM-BASE	\$3,363.90	\$3,363.90
13	1	24 MONTH COMMITTED TERM	AW-24MO-COMMIT	\$0.00	\$0.00

Line	Qty	Description	Manufacturer Part #	Unit Amount	Ext. Amount
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****Notes:**
*NCPA contact # 01-169
*Year 2 of 3 Year Commitment (Billed Annually)
3*% increase in Year 3

SubTotal: \$165,268.18
Shipping: \$0.00

***Total: \$165,268.18**

***Plus Applicable Taxes**
Payment Terms: Net 30

Terms and Conditions

1. Acceptance of Quote

By accepting this quote, the Customer acknowledges that they have carefully reviewed the proposed solution configuration. Acceptance constitutes the Customer's confirmation that the configuration as presented meets or exceeds their expectations and requirements.

2. Changes to Configuration

Any changes, additions, or modifications (collectively, "adjustments") to the configuration after acceptance are subject to additional costs and may require changes to the Payment Terms. These changes will require a revised quote and written approval from the Customer before implementation.

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5. Pricing

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OFFERINGS

- Master Lease Agreements
- Installment Payment Agreements
- Capital & Operating Leases
- Software Only Financing
- Purchase Leaseback Structures
- Lease Lines
- Step Leases

Why Winslow Financial Services

- **Experience:** Our professionals are experts in finance and have extensive relationships to help you source the right solution for your needs.
- **Rates:** WFS consistently delivers the lowest rates in the industry. Our payment solutions are affordable, flexible and easy to manage.
- **Speed and Convenience:** We turn around proposals, approvals and lease documents in hours, not days. From start to finish, no leasing firm is more efficient than WFS.
- **Creativity:** Every end-user is unique: your leasing solution should be too. WFS works side-by-side with our partners to design the most effective and efficient financing plans to fit your business model and help your company grow.
- **Adaptability:** From the design of your financing solution to mid-lease options to end-of-term flexibility, WFS works with you to adapt your financing program as your budget, cash flow and technology requirements evolve over time.

PRODUCTS FINANCED

- | | |
|-------------------------------|---------------------|
| • Storage Solutions | • Security Software |
| • Enterprise Servers/Switches | • Maintenance |
| • Desktop/Laptop Computers | • Medical Equipment |
| • Enterprise Software | • Furniture |

Benefits of Leasing

- **Improve Cash Flow:** When choosing to finance with WFS, your cash is not tied up in the equipment or the software you just installed. Instead, your capital is available for other investments that can help grow your business and produce income.
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CONTACT US

WFS Headquarters
303 Wyman Street
Suite 299
Waltham, MA 02451
781-471-5021
info@winslowfs.com

To review our services in more detail, please email us at info@winslowfs.com



TERMS AND CONDITIONS

Upon renewal of the Subscription of equal or greater Quantities and Subscription Term, the Net Total price for each Item set forth above will increase by 3.0 percent annually.

Arctic Wolf's delivery of the Solutions to the Customer are governed by the Master Solutions Terms located at <https://arcticwolf.com/terms/msa> (or such other Master Solutions Agreement executed by Arctic Wolf and Customer).

Term and Renewal: This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

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

Topic:

Cybersecurity Internal Penetration Tests -Winslow Technology Group (Waltham, MA) \$ 9,850.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT-Cybersecurity_Penetration_Tests.pdf
CityofHagerstown-Optimize_Cyber_Pen_Test_(Aug26)-
WTGQ87525.pdf

Description

Consent Form
Service 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>
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



WINSLOW

Technology Group

303 Wyman St. Ste 299, Waltham, MA 02451-1253
t. (781) 471-5021 f. (617) 507-6427

QUOTE

Number WTGQ87525
Date 8/26/2026
Expiration 9/24/2026

Sold To

Hagerstown MD, City of
Oren Reed
1 East Franklin St
Hagerstown, MD 21740

Ship To

Hagerstown MD, City of
Oren Reed
1 East Franklin St
Hagerstown, MD 21740

Account Executive

Brett Gold
443-896-8372
bgold@winslowtg.com

Phone (301) 733-8630
Fax

Phone (301) 733-8630
Fax

Line	Qty	Description	Unit Amount	Ext. Amount
1		Optimize Cyber - Internal Pen Test		
2	1	Internal Network Penetration Test 1 ADD, Up to 100 Servers, Up to 500 Users	\$9,850.00	\$9,850.00
3		<i>Preferred Start Date: 9/28/2026</i>		
4	1	Internal Network Penetration Test 1 ADD, Up to 100 Servers, Up to 500 Users	\$15,540.00	\$15,540.00
5		<i>Preferred Start Date: 9/27/2027</i>		
6	1	Internal Network Penetration Test 1 ADD, Up to 100 Servers, Up to 500 Users	\$15,540.00	\$15,540.00
7		<i>Preferred Start Date: 9/25/2028</i>		

****Notes:**
*Billed Annually

***Total: \$40,930.00**

**Plus Applicable Taxes*
Payment Terms: Net 30

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|-------------------------------|---------------------|
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Suite 299
Waltham, MA 02451
781-471-5021
info@winslowfs.com

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

Topic:

Annual Veeam Backup and Recovery Renewal - Software House International (Somerset, NJ) \$
18,490.08

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT-_Veeam_Backup_and_Recovery_Annual_Renewal.pdf
Veeam_Recovery_Quote.pdf

Description

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

REVIEWED AND APPROVED AS FOLLOWS:

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



Pricing Proposal
Quotation #: 27876853
Created On: 8/18/2026
Valid Until: 9/23/2026

MD-City of Hagerstown

Tim McCarty

City of Hagerstown
1 E. Franklin St
Hagerstown, MD 21740
United States
Phone: (301) 739-8577
Email: tmccarty@hagerstownmd.org

Josh Smith

Phone:
Email: Josh_Smith@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	VEEAM DATA PLATFORM ESSENTIALS UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. Veeam - Part#: D-ESSVUL-0I-SU1AR-00 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	6	\$407.70	\$2,446.20
2	VEEAM DATA CLOUD FOR MICROSOFT 365 FLEX 251+ USERS. 1 YEAR RENEWAL SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. Veeam - Part#: D-VDCFLX-0U-SU1AR-V3 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	550	\$28.80	\$15,840.00
3	VEEAM DATA PLATFORM ESSENTIALS UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT-RENEWAL MONTHLY COTERM. Veeam - Part#: D-ESSVUL-0I-SU1MR-00 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	6	\$33.98	\$203.88
			Total	\$18,490.08

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Veeam has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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

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

Topic:

AVCC Annual Subscription Fee - 08/01/2026 to 07/31/2027 - Lexis Nexis Risk Data Management, LLC (Alpharetta, GA) \$ 23,048.32

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT-LexisNexis_Annual_Renewal.pdf
Invoice_1100353844.pdf

Description

Consent Form
Renewal Quote

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

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

INVOICE

Hagerstown Police Department
50 NORTH BURHANS BOULEVARD
HAGERSTOWN, MD, 21740
United States**Invoice Number:** 1100353844
Invoice Date: Aug 31, 2026
Payment Due Date: Sep 30, 2026
Account Number: 1686057
Representative: Joshua Moulton**Billing Contact:** Wayne Dunkin**Sold to Contact:** John Lehman**Sold to Address:** 50 N BURHANS BLVD, HAGERSTOWN, MD, 21740, United States**BANK/PAYMENT DETAILS**Bank Account Name: LexisNexis Risk Holdings Inc.
Bank Name: JPMorgan Chase Bank, N.A.
Bank Address: 270 Park Avenue, New York, NY 10017-2014
Bank Account Number: 700606564 ABA#: 021000021
Swift Code: CHASUS33**CHECK/PAYMENT DETAILS**Remit Check To: LexisNexis Risk Data Management LLC
28330 Network Place, Chicago, IL 60673-1283

For proper payment processing please include your invoice number on all payment types. Customer is responsible for any transfer fees.

Description	Net Amount	TAX
AVCC Annual Subscription Fee, 2026/08/01-2027/07/31	23,048.32	0.00

	USD
Net Total	23,048.32
Tax	0.00
Total Amount	23,048.32

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

Topic:

FY 27 Urban Tree Planting - Botanica Enterprises (Boonsboro, MD) NTE \$ 100,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

FY27 NTF Reimbursement (July, 2026 - June, 2027) - Washington County Treasurer
(Hagerstown, MD) \$ 270,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

NTF.pdf

Narcotics_Task_Force_(2024).pdf

Description

CONSENT FORM

AGREEMENT

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

(1) Department Director and Division Manager

COMMENTS This is our annual budgetary obligation to fund the Narcotics Task Force. This is a general fund allocation.

 9/6/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

2024 AGREEMENT CREATING AND GOVERNING THE
WASHINGTON COUNTY NARCOTICS TASK FORCE

THIS AGREEMENT (Agreement) made this 20th day of May, 2024, by and between the State's Attorney for Washington County, Maryland (State's Attorney), the Board of County Commissioners of Washington County, Maryland (County), the Mayor and Council of the City of Hagerstown, Maryland (City), and the Sheriff of Washington County, Maryland (Sheriff).

RECITALS

It has been determined by the parties hereto that, as governmental units and entities with responsibilities for the enforcement of the criminal law respecting controlled dangerous substances, they can make a more efficient use of their powers and resources, and thereby provide a higher quality of law enforcement service to the public, through cooperation of the parties and the formation of a Joint Task Force to be known as the Washington County Narcotics Task Force (NTF).

The parties entered into a 2015 Agreement Creating and Governing the Washington County Narcotics Task Force (2015 Agreement) dated November 30, 2015. The 2015 Agreement revoked and replaced prior agreements which were entered in 1986 and 2004.

The parties now wish to revoke the 2015 Agreement, and replace it with this Agreement, which revises, updates, and restates the accord between the parties governing the creation and operation of the NTF.

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

I. PURPOSE

The purpose of this Agreement is declared to be the coordination of a multi-agency law enforcement unit, the manpower and other resources of which shall be directed at controlled dangerous substance violations.

It is the intent of the parties to agree upon joint and common utilization of training and support functions as well as the pooling of investigative resources.

It is the further intent of the parties that NTF shall conduct investigations into the financial activities of those who violate controlled dangerous substance laws, with a view to seizing such assets that are deemed contraband and subject to forfeiture under Maryland Code, Criminal Procedure Article, Title 12.

The 2015 Agreement is hereby revoked and of no further force and effect.

II. SOURCE OF POLICE AUTHORITY

As NTF will be staffed by officers from the Hagerstown City Police Department (HPD) and the Washington County Sheriff's Office, the only change in police power necessary to effectuate this Agreement concerns those officers from the HPD. Pursuant to the authority bestowed by Maryland Code, and subject to the terms and conditions of the Memorandum of Understanding between the City of Hagerstown and the County dated July 30, 2014 concerning the deputization of HPD officers, the Sheriff shall appoint each member of the NTF drawn from the HPD as a special deputy with all police powers which accompany said office in accordance with Maryland Code, Courts and Judicial Proceedings, §2-335, or as it may be amended from time to time.

III. ORGANIZATION

A. Governing Board.

There shall be a "Governing Board" whose members shall be:

- a) The State's Attorney for Washington County, Maryland;
- b) The Sheriff of Washington County, Maryland; and
- c) The Chief of Police of the City of Hagerstown, Maryland.

The Governing Board shall have absolute supervisory authority over the activities of NTF.

B. Member Agencies.

The Member Agencies of NTF are the Washington County State's Attorney's Office, the City of Hagerstown Police Department, and the Washington County Sheriff's Office.

C. Personnel.

Each of the member agencies shall contribute personnel to NTF in the following numbers:

1. Washington County State's Attorney's Office:
Two (2) Prosecutors; and
One (1) Legal Secretary.
2. Washington County Sheriff's Office:
Four (4) Police Officers- (to include one officer who is designated a supervisor);
One (1) Senior Office Associate; and
(One) (1) Analyst; and
(One) (1) Senior Office Associate; and
(One) (1) Office Associate.
3. City of Hagerstown Police Department:
Four (4) Police Officers- (to include one officer who is designated a supervisor).

It is a requirement that each of the Police Officers contributed by each agency shall be devoted Full Time to the NTF and shall be credentialed Task Force Officers, Federally Deputized by the U.S. Drug Enforcement Administration.

As determined by a majority vote at a regularly scheduled meeting, the Governing Board may alter the composition of the above-named personnel contributions from time to time as needed.

The respective sponsoring governmental units shall retain full responsibility for the compensation, retirement, insurance benefits, and discipline of their own personnel. The City agrees that it shall reimburse the County one-half (1/2) of the costs of the salary of two (2) of the Senior Office Associates assigned to the NTF, and the Analyst.

It is recognized by the parties hereto that officers and personnel assigned to NTF, who have had no previous special instruction in narcotics law enforcement methods will, of necessity, require such training as soon as practicable. Training periods required for personnel new to narcotics investigations shall in no way be considered as a diminution of the personnel contribution of a Member Agency. Furthermore, refresher courses and training seminars, for all personnel assigned to NTF, shall be encouraged by the Governing Board.

D. Supervision.

There shall be appointed by the Governing Board an NTF Director who shall have the responsibility for the day-to-day command and administration of NTF activities. Said Director shall be one of the law enforcement officers as defined by Maryland Code, Public Safety Article, Title 3, et seq., assigned to NTF. It is the intention of the parties that no single member law enforcement agency shall govern NTF. To this end, each member law enforcement agency which is in compliance with the Personnel provisions of Section III(C) above shall take alternate turns to provide a director of NTF. Further, said director's term of office shall be for a term of two (2) years, at the end of which the Governing Board shall appoint a successor from a different member law enforcement agency. Extension of said term may be approved by a majority of the Governing Board for a period not to exceed six (6) months.

IV. FUNDING

A. Equipment.

The Governing Board may provide for the allocation of existing equipment for use by NTF during the term of its organization. The Governing Board may also elect, after securing such approval as may be necessary from the funding body of the individual member agencies, to call for contributions from the Member Agencies for the purchase of expendable equipment.

B. Operating Expenses.

The County, the City, the State's Attorney, or Sheriff may provide for in-kind contribution of such items as office space, utilities, gasoline, telephone costs, etc., in such proportion as they deem necessary and appropriate.

The Governing Board shall promulgate and approve a written policy providing for a strict accounting for inventory and for detailed procedures pertaining to the expenditure, disbursement, receipt, and handling of funds and the maintenance of records of such transactions. The policy shall call for an annual audit of the inventory, and an audit no less frequently than quarterly to be conducted of the cash fund systems under such conditions as the Governing Board may require. All purchases will be conducted through the County's Purchasing System using County purchasing guidelines.

C. Budget.

The parties agree that the Governing Board shall submit an Annual Budget to the County in accordance with the budget policies of the County. The Annual Budget shall also be presented for approval to the City. The funding for NTF shall be divided equally between the City and the County. The Annual Budget for NTF, shall be administered by the County.

V. GOVERNING BOARD POWERS AND AUTHORITY

A. Powers.

The Governing Board shall establish policy, promulgate rules and regulations, set guidelines, and otherwise provide for:

1. The manner and method of conducting investigations by the personnel of NTF covered by this Agreement;
2. The manner in which procurement of equipment and supplies shall be made in accordance with existing policies and laws as from time to time may be amended;
3. The manner in which, upon dissolution of NTF, any surplus investigative funds or equipment are to be returned in proportion to the contributions made by the participating governmental units;
4. The establishment of strict accountability for all funds and the manner in which reports, including financial accountings at each scheduled meeting of the Governing Board, as well as all annual audits required by applicable law, all of which shall be prepared presented to each participating governmental unit;
5. The manner in which forfeited funds are disbursed to NTF, or other law enforcement entities, for equipment purchase, training, and personnel; and
6. Any other necessary and proper matters agreed upon by the Member

Agencies.

B. Authority.

It is agreed by the parties that each member of the Governing Board shall have one (1) vote which shall be cast at regularly scheduled Governing Board meetings, when a vote is necessary or appropriate under this Agreement. In cases of emergency, a vote may be held between meetings by conference call or remote electronic means, said vote to be ratified at the next scheduled meeting of the Governing Board.

VI. TERMINATION

Any of the parties to this Agreement shall have the absolute right to terminate this Agreement by providing sixty (60) days written notice to the other parties to this Agreement. Reasonable time shall be allowed for NTF personnel to complete pending investigations and prosecution.

In the event this Agreement is terminated, the equipment, personal property, accounts, money, currency, and other property, tangible or otherwise, provided to NTF by the City, County, Sheriff, or the State's Attorney, shall be distributed as follows. First, any property which is clearly identifiable as City, County, Sheriff, or State's Attorney's property shall be returned or distributed to the City, County, Sheriff, or State's Attorney respectively. Any other property, including but not limited to personal property, accounts, money, currency, cash, or other property, tangible or otherwise which has been acquired by NTF shall be distributed among the City, County, Sheriff and/or State's Attorney; a plan of disposition of said property shall initially be established by the Governing Board, subject to the final approval of the City and County.

This section shall not control the disposition of forfeiture proceeds. Forfeiture proceeds shall be controlled by an Amended Agreement Regarding Forfeiture of Contraband and Distribution of Proceeds dated July 28, 2004, or as amended from time to time. A copy of the Amended Agreement Regarding Forfeiture of Contraband and Distribution is attached hereto and all applicable provisions are incorporated herein by reference and made a part hereof.

In the event a dispute arises over the distribution of any property of NTF, including forfeiture proceeds, the parties hereto agree that any such dispute shall be submitted to arbitration with the American Arbitration Association in accordance with its rules, regulations, and procedures. The parties agree to be bound by the arbitration panel's decision.

The initial term of this Agreement shall be the fiscal year July 1, 2024, through June 30, 2025. If this Agreement is not terminated in accordance with the provisions of this Agreement, it shall be automatically renewed each fiscal year thereafter.

VII. INSURANCE, BENEFITS, AND BONDING

Each Member Agency providing personnel to NTF shall be responsible for maintaining adequate insurance coverage upon its personnel assigned to said NTF in the same manner as for other officers, employees and deputies who are employees of the Member Agencies. Such insurance shall include, where applicable, unemployment compensation, workers' compensation, general and law enforcement liability, errors and omissions, life, health, major medical, and any other insurance coverage normally extended to such officers, deputies, or employees pursuant to their benefits package with their respective employers.

VIII. MODIFICATION

This Agreement may be modified at any time with the unanimous consent of the parties. No modification shall be effective unless made in writing and executed and approved with the same formality as this Agreement.

IX. SEVERABILITY

If any provision herein shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

X. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, terms, and provisions of this Agreement shall apply to, bind, and be obligatory upon the parties, their successors and assigns, or any of them, whether so expressed or not.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN
MARYLAND

Donna K. Spickler

BY: Tekesha A. Martinez (SEAL)
Tekesha A. Martinez, Mayor

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF
WASHINGTON COUNTY,
MARYLAND

(Don J. Marcus)

BY: John F. Barr (SEAL)
John F. Barr, President

WITNESS:

Regina M. Cirincion (SEAL)
Regina M. Cirincion, Esq.
State's Attorney for Washington County,
Maryland

Brian K. Albert (SEAL)
Brian K. Albert
Sheriff for Washington County,
Maryland

Paul J. Kifer (SEAL)
Paul J. Kifer
Chief of Police for the
City of Hagerstown

Approved for execution
by the County:

Zachary J. Kieffer
Zachary J. Kieffer, Esq.
County Attorney

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

Topic:

Nicolet APEX KBR with Purge Kit (2dn Part) - Thermo Electron North America (Madison, WI) \$
17,244.04

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

THERMO_ELECTRON.pdf
QUOTE.pdf

Description

CONSENT FORM
QUOTE

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

(1) Department Director and Division Manager

COMMENTS

Purchase is to expand the lab's capacity to analyze drug cases. This is the second machine. This purchase is utilizing County DAG funds and is a sole source purchase.

Chief Law By 8/2/26

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00831969	1.05	September 1, 2026	1
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	September 25, 2026
Company Name		Customer Name	
HAGERSTOWN POLICE DEPT		Jessica Shaffer	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Customer Info:

Customer Name: Jessica Shaffer
Company Name: HAGERSTOWN POLICE DEPT
Address: 50 N Burhans Blvd, Hagerstown, MD 21740
Hagerstown Maryland 21740
United States
Phone: (301) 739-8577
Email: jshaffer@hagerstownpd.org

Sales Contact Info:

Contact Name: Trent Yablonski
Phone: (703) 795-8723
Email: trenton.yablonski@thermofisher.com

TY-MD-102225-HPD-JS-Apex-02

Item	Description	Unit Price	Qty	Total Price
1.1	912A1255 NICOLET APEX KBR WITH PURGE KIT Maximize laboratory productivity and quickly collect high-quality spectral data with the Thermo Scientific Nicolet Apex FTIR Spectrometer. A 10-year warranty on the source, laser and interferometer provide unmatched peace of mind for years to come. The Nicolet Apex is compatible with the full line of plug and play Thermo Scientific Smart Accessories featuring automatic recognition, diagnostic checks, experiment parameter setup and multimedia tutorials. The spectrometer comes standard with: - LightDrive Optical Engine technology - Single-point source with non-migrating hotspot (10-year warranty) - Solid-state, temperature controlled diode laser (10-year warranty) - 1 minute signal to noise of better than 50,000:1 (Guaranteed) and 60,000:1 (typical) - 0.25 cm-1 standard resolution (variable from 32 to 0.25 cm-1) - Rapid Scan Capability (40 scans/ s) - Metal case desiccant canister (regenerable), and humidity indicator - Autoalign energy optimization - Performance Verification kit - Serialized, traceable standards wheel including: - 1.5 MIL (38 micron) NIST traceable polystyrene (supplied with certificate) - NG11 NIST traceable Schott glass (supplied with certificate) - Motorized wheel mount - Multi-zone purge system, including around sample compartment windows - Includes one year of full-system on-site warranty coverage - Includes parts only warranty applied to: - Interferometer (10-years) - Laser (10-years) - Source (10-years) - OMNIC Paradigm Desktop Software includes these standard features: - Three modes of operation Desktop, Touchscreen, Operator - Dashboard/Home screen for quick access of recent work	Country: US \$29,600.00	1	\$29,600.00

Quote Total
on page 4

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00831969	1.05	September 1, 2026	2
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	September 25, 2026
Company Name		Customer Name	
HAGERSTOWN POLICE DEPT		Jessica Shaffer	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Total Price
	- Visual, drag and drop workflow creator with example templates - Live displays of data collection and spectral data preview - Smart Background features cuts analysis time by 50% - ATR Crystal Clean Detection provides visual indication of crystal cleanliness - Advanced instrument health information tracking (optional) - Software modifys available for download online - Flexible, one-click library creation - Pre-defined reporting templates exportable to Microsoft Office Suite - Multi-component, Contamination analysis search functionality - Includes Pharmacopeia workflows (Ph. Eur., USP, JP, CP) - Full spectral processing and analysis tools (baseline correction, spectral math, peak area, peak height, etc.) - Qcheck correlation for QA/QC data analysis - TQ EZ for quantification method development and prediction (Measure Only, Similarity Match, Beer's Law, and CLS) - Automated workflow creator based on user behavior - Free upgrades included for the first 12-months - Includes one copy of Paradigm workstation software - A total of 9,181 infrared spectra in high resolution format in the OMNIC Spectra General Chemicals collection of hydrocarbons, alcohols, phenols, aldehydes, ketones, esters, anhydrides, lactones, dyes, indicators, alkynes nitro and azo compounds, phosphorous and sulphur containing compounds inorganics, and silane			
1.2	699-136400 Country: US IS20 ENGLISH LANGUAGE KIT Nicolet iS20 English Language Kit	\$0.01	1	\$0.01
1.3	837-005200 Country: US USB FTIR APEX OFFLINE KNOWLEDGE BASE	\$0.01	1	\$0.01
1.4	833-074700 Country: US APEX TIER 1 BASE OPTION OMNIC PARADIGM APEX TIER 1 BASE OPTION - Three modes of operation Desktop, Touchscreen, Operator - Smart Background features cuts analysis time by 50% - Multi-component, Contamination analysis search functionality - TQ EZ for quantification method development and prediction	\$0.01	1	\$0.01
1.5	085-703800 Country: TH CORD/PWR NAM 2.5M 10A NM5- Power Cord North American 120v, 3 Conductor	\$0.01	1	\$0.01
1.6	840-192500 Country: iS10-iS20 TRANSMISSION ACCESSORY Smart OMNI Transmission Accessory ~ Allows transmission analysis polymer films, liquid cells emulsion, cells, KBr pellets, gas cells up to 10 cm and cuvettes up to 10 cm	\$664.00	1	\$664.00

Instrument Subtotal: \$30,264.04

Instrument Total \$30,264.04

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00831969	1.05	September 1, 2026	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	September 25, 2026
Company Name		Customer Name	
HAGERSTOWN POLICE DEPT		Jessica Shaffer	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Total Price
1.7	840-273800 , Country: GB VALPRO SMART ITX AR DIAMOND QUAL KIT ValPro Qualified Smart iTX with AR Diamond Crystal Plate ~ For iS10, iS20, iZ10, iS50 and x700 FT-IR Spectrometer ~ Includes: ~ Smart iTX Optical Base ~ AR Diamond Crystal Plate ~ Traceable polystyrene ATR standard ~ Certificate of traceability and factory test data ~ ZnSe and Ge crystals are not supported for ValPro qualification ~ Optional Installation Certification service is recommended	\$12,250.00	1	\$12,250.00
				Diamond ATR Subtotal: \$12,250.00
				Diamond ATR Total \$12,250.00
1.8	840-320800 Country: US NIC SERIES FTIR SYS QUAL US BINDER Nicolet Series FTIR System Qualification - US Binder ~ Compatible with Nicolet Summit FTIR Spectrometer ~ Pharmacopoeia based system performance verification ~ System Qualification Handbook, including: ~ Thermo Fisher quality management ~ Comprehensive IQ and OQ procedures in industry-standard format ~ Full-system qualification including accessories (if installed) ~ Configurable to allow addition of user-specific OQ or PQ tests ~ Requires certified support personnel to perform qualification procedures	\$1,840.00	1	\$1,840.00
				ValPro Binder Subtotal: \$1,840.00
				ValPro Binder Total \$1,840.00
1.9	912A1197 Country: US DELL LATTITUDE LAPTOP WIN 11 (or model with similar capabilities) Includes: Intel Core i51235U Processor 10 Core 2.3GHz 8GB RAM, DDR4 Non-ECC 512GB Solid State Hard Drive 15.6" HD (1366 x 768) Anti Glare, 8X DVD+/-RW Drive Keyboard and Mouse Integrated Touchpad Two USB 3.0 Ports Ethernet Port Stereo Headphone/Microphone Combo Jack	\$2,040.00	1	\$2,040.00

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00831969	1.05	September 1, 2026	4
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	September 25, 2026
Company Name		Customer Name	
HAGERSTOWN POLICE DEPT		Jessica Shaffer	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Total Price
	HDMI Monitor Port			
	Dell 1 Year Economy Support Plan			
				Laptop Subtotal: \$2,040.00
				Laptop Total \$2,040.00

Quote Subtotal: \$46,394.04

Shipping: \$450.00

Quotation Totals: \$46,844.04

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

Take advantage of our Lease Offerings:

Please see below for monthly payment options and contact financialservices@thermofisher.com Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Leasing estimate is based on a total cost of **\$46,844.04**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
\$1.00 Purchase Option:	\$2,104.60	\$1,458.20	\$1,136.03	\$943.54
Number of Advance Payments:	1	1	1	1

Choosing the Lease that Best Meets Your Needs:

\$1.00 Purchase Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00831969	1.05	September 1, 2026	5
Lead Time	Payment Terms	Freight Terms	Expiration Date
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	September 25, 2026
Company Name		Customer Name	
HAGERSTOWN POLICE DEPT		Jessica Shaffer	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
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Options / Recommendations

Item	Description	Unit Price	Qty	Total Price
1.10	701-061823 Country: US Extended Warranty - Nicolet APEX - On-site corrective maintenance visits including required factory certified replacement parts, labor, and travel with a target of three (3) business day on-site response time - Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit - Priority status for technical support telephone inquiries 10% discount on spare parts (not covered by corrective maintenance), accessories and consumables	\$4,437.00	1	\$4,437.00

Options Total: \$4,437.00

EXTENDED WARRANTIES:

Extended Warranty is available at discounted prices when purchased at the time of instrument. 20% off for 1 additional year (2 years total), 25% off for 2 years (3 years total), 30% off for 3 years (4 years total), 30% off for 4 years (5 years total).

701-061823 Extended Warranty - Nicolet APEX

Additional Years	List Price	Promo Price when purchased with Instrument (s)	Savings
1	\$4,437.00	\$3,549.60	\$887.40
2	\$8,874.00	\$6,655.50	\$2,218.50
3	\$13,311.00	\$9,317.70	\$3,993.30
4	\$17,748.00	\$12,423.60	\$5,324.40

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00831969	1.05	September 1, 2026	6
Lead Time	Payment Terms		Expiration Date
	NET 30 DAYS UPON INVOICE DATE		September 25, 2026
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

To place an order via Ariba, please use Ariba Vendor Number AN01000155661.

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC

5225 Verona Road
Madison WI 53711

or

Thermo Electron North America LLC

1400 Northpoint Parkway
West Palm Beach FL 33407

Complete System Orders:

Fax: 412-200-6542

e-mail: usmadorderprocessing@thermofisher.com

Parts or Service Orders:

Fax: 877-680-2565

e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:

- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD

To keep you informed, we offer a convenient way to track your order status through our Order Lookup solution. Click [here](#) to access real-time updates and stay up to date on your shipment.

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00831969	1.05	September 1, 2026	7
Lead Time	Payment Terms		Expiration Date
	NET 30 DAYS UPON INVOICE DATE		September 25, 2026
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

This quotation, and Seller's Terms and Conditions of Sale for Products and Services (which are hereby incorporated by reference into this quotation and any resulting contract), set out the terms on which Seller is offering to sell the product(s) and/or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) and/or services, Buyer expressly confirms that it agrees to be bound by and agrees to the terms of this quotation and the Terms and Conditions of Sale for Products and Services to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Seller, and that the purchase and sale transaction between Buyer and Seller is governed by this quotation and Terms and Conditions of Sale for Products and Services. Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected. Seller's Terms and Conditions of Sale for Products and Services can be found on the Thermo Fisher Scientific website at www.thermofisher.com/terms-tena and will be sent to Buyer via mail or e-mail upon request. The Terms and Conditions of Sale for Products and Services are subject to change by Seller, from time to time.

As an Authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

BUYER

SELLER

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

_____ Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for _____ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

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

Topic:

FY27 Reimbursement for Community Based Prosecutor - July, 2026 - June, 2027 - Washington County Treasurer (Hagerstown, MD) \$ 90,205.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_FORM_-_PROSECUTOR.pdf
Award___Acceptance.pdf

Description

CONSENT FORM
MCIN AWARD



Fiscal Year: 2027 Source of Funds: MCIN Grant

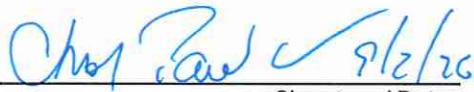
[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS FY26 reimbursement for Community Based Prosecutor. This is funded through the MCIN Grant.

 9/2/20

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

June 22, 2026

Chief Paul Kifer
Chief of Police
Hagerstown Police Department
50 N Burhans Blvd
Hagerstown, MD 21740

RE: MCIN-2027-0011

Dear Chief Kifer:

I am pleased to inform you that your grant application submitted by **Hagerstown Police Department**, entitled "**MCIN FY27**," in the amount of \$292,876.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Hagerstown Police Department's MCIN of Washington County program helps to foster collaboration amongst stakeholders and coalition partners to identify violent criminal organizations involved in firearms, drugs, human trafficking, and gang activity. The program focuses on crime prevention, law enforcement, and prosecution strategies that impact violent crimes in the city and surrounding communities. Strategies rely on cooperation of coalition partners for intelligence gathering, information sharing, targeted enforcement, and effective prosecution. Resources are leveraged to identify, track, and apprehend violent offenders in a collaborative effort to disrupt and dismantle these criminal enterprises. Program funds provide personnel, overtime, equipment and contractual services.

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Rebecca Fetchu



6/22/2026

Governor's Office of Crime Prevention and Policy



Control Number:

54293

Regional Monitor:

Palmer, Matika

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: MCIN-2027-0011

Sub-recipient: Hagerstown Police Department

Project Title: MCIN FY27

Implementing Agency: Hagerstown Police Department

Award Period: 07/01/2026 - 06/30/2027

CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$292,876.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$292,876.00

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

Maryland Criminal Intelligence Network

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

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

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

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Paul Kider Chet

Typed Name And Title

6/25/26

Date

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

A0501



Grant Award - General Conditions

Grant Award Number:	MCIN-2027-0011	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2026 - 06/30/2027	Implementing Agency:	Hagerstown Police Department
Project Title:	MCIN FY27		

1 General and Special Conditions (Post-Award Instructions)

The General and Special Conditions included in a subaward packet serve as the Maryland Governor's Office of Crime Prevention and Policy's (GOCCP or Office) post-award instructions and procedures for managing and monitoring grants, regardless of the government funding source. Please review the program-specific award package for the subaward number, state or federal funding source, and approved budget allowance references.

This subaward is subject to the General Conditions on the Office's website <https://gocpp.maryland.gov/wp-content/uploads/general-conditions.pdf> and any Special Conditions accepted by the Subrecipient's Authorized Official, Project Director, and Fiscal Officer. Please refer to General Condition 21 for more information. Additional guidance on each program-specific Notice of Funding Availability (NOFA) and the SFY 2027 Grant Management System (GMS) Application Instructions is available on the Office's website: <https://gocpp.maryland.gov/programs/>.

Note: The Office has revised the SFY 2027 GMS Application Instructions, program-specific NOFA, grant conditions, and attachment requirements. All required documents and certifications must be received by the Office to be designated "Award in Compliance" status in GMS. References to the adoption of federal addendum terms/conditions per 2 CFR, Part 200 are also available in the NOFA to the best knowledge available to GOCCP. See specific references to U.S. DOJ and U.S. HHS guidance available at <https://www.ojp.gov/funding/part200uniformrequirements> and <https://acf.gov/grants/manage-grant/grant-award/award-terms>.

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to all applicable provisions of Title 1 Subtitle 4 of the Code of Maryland Regulations (COMAR), relevant Code of Federal Regulations (C.F.R.), and requirements of the funding source. For current information on C.F.R., please visit <https://www.ecfr.gov/>.

Note: The Office reserves the right to impose additional Special Conditions, as necessary, during the subaward period of performance. Please refer to the grant award letter available in the electronic GMS.

3 Federal Financial Guide

In addition to post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements outlined in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide, as applicable. The subrecipient must also adhere to any additional terms and conditions instructed by the Office. The DOJ Financial Guide is available at: <https://www.ojp.gov/funding/financialguidedoj/overview>. See specific references to U.S. DOJ and U.S. HHS guidance available at <https://www.ojp.gov/funding/part200uniformrequirements> and <https://acf.gov/grants/manage-grant/grant-award/award-terms>.

4 Subaward Period of Performance

Upon approval by the Office, the submitted application will result in a subaward for the period specified in the subaward packet. The subaward does not constitute a commitment for funding prior to or beyond the stated period. The subaward may be terminated by either party with written notice to the terminated party within 30 CALENDAR DAYS. If the subaward is terminated before the end of the funding period, a financial accounting of both current quarterly and year-to-date expenses must be submitted within 60 calendar days. Please refer to General Condition 32 for more information.



Grant Award - General Conditions

Grant Award Number:	MCIN-2027-0011	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2026 - 06/30/2027	Implementing Agency:	Hagerstown Police Department
Project Title:	MCIN FY27		

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload all required signed documents to the electronic GMS. The Grant Award and Acceptance Form, which includes the original signature of the Executive Director of GOCCP, must be signed by the Authorized Official listed in the submitted application (electronic signature is acceptable). This document must be uploaded within 30 CALENDAR DAYS of receipt of the award packet.

The Authorized Official may be the County Executive, Duly Authorized Official of the local unit of government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or, in cases where agencies are permitted to apply directly, the head of the agency receiving the subaward.

Failure to submit the signed acceptance documents within the specified timeframe may result in the subaward being canceled. Late submission will be accepted on a case-by-case basis and may lead to increased risk designation, additional monitoring requirements, delayed project implementation and reimbursement, de-obligation of funds, and/or termination of the subaward.

If the subrecipient chooses not to accept the subaward, a written notification must be provided to the Office within 30 CALENDAR DAYS of receiving the award packet. The subrecipient may also request to cancel the subaward after acceptance by submitting a formal written request to the Office. In either case, no expenditures incurred prior to or after the effective cancellation date will be eligible for reimbursement, and all unspent funds must be de-obligated.

Acceptance of this subaward constitutes a binding commitment to carry out the project as outlined in the approved grant documents, and to comply with all applicable terms and conditions. If there is any conflict or inconsistency between the Grant Agreement, the Approved Budget, the application or proposal materials, or any other incorporated documents, the Approved Budget will control all matters related to funding and expenditures. All spending must comply with the Approved Budget unless a written budget amendment is approved post award. No costs that exceed or differ from the Approved Budget will be allowable unless approved via a Grant Adjustment Notice (GAN). All information submitted to the Office is subject to the Maryland Public Information Act (PIA).

6 Special Conditions

It is important that the subrecipient carefully review all Special Conditions of the subaward. The Authorized Official must initial each Special Condition page in the bottom right-hand corner to acknowledge receipt and agreement. All initialed Special Condition pages must be uploaded to the GMS within 30 CALENDAR DAYS of receipt of the award packet.

For questions or clarification, please contact the GMS-assigned Fund Manager, whose name is specified in the award packet.



Grant Award - General Conditions

Grant Award Number:	MCIN-2027-0011	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2026 - 06/30/2027	Implementing Agency:	Hagerstown Police Department
Project Title:	MCIN FY27		

7 Notification of Project Commencement Form

The Notice of Project Commencement Form must be initialed in the Award Information Verification section and signed at the bottom, preferably by the Project Director. If the Project Director is unavailable, the Fiscal Officer or Authorized Official may sign the form.

The signed and initialed form must be uploaded to the GMS within 30 CALENDAR DAYS of receiving the award packet. Please note that the award will not be in compliance, and the subrecipient's progress report modules will remain inaccessible until the following documents are submitted in the GMS:

- Countersigned Grant Award and Acceptance Form
- Initialed Special Conditions (each page)
- Initialed and Signed Notification of Project Commencement Form

Note: If the project will not commence within 45 calendar days of the start of the period of performance, the subrecipient must submit a General Grant Adjustment Notice (GAN) in the GMS for review and approval. Please note that a delay in the project start date does not impact the end date.

8 Risk and Monitoring Level

The Organizational Capacity Questionnaire (OCQ), submitted annually in Qualtrics, is used to assess risk and determine the monitoring level at the time of award. The monitoring level may be adjusted during the grant period based on quarterly risk assessments and/or other performance factors. All supporting documents, including policies attested in the OCQ during the application phase, must be available for review by Office staff upon request during desk

review, monitoring site visits, and audits. For additional guidance, please refer to the Organizational Capacity Questionnaire (OCQ) Link: https://gocpp.qualtrics.com/jfe/form/SV_2mY8YNPFAAzOqmq.

Also refer to General Conditions 28-31 and 35.

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are strongly encouraged to view the Office's GMS Training Videos, which are available at: <https://gocpp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on key grant functions, including application submission, Grant Adjustment Notices (GANs), and progress reporting during the period of performance.

For technical assistance with the GMS during business hours, subrecipients may contact the Office's GMS Help Desk support team at: support@goccp.freshdesk.com. Additionally, a recorded webinar on Grants Management and Program Development Training is available on the Office's grants page (<https://gocpp.maryland.gov/grants/>). This resource is a best practice reference tool designed to assist in onboarding grants management staff and cover activities from pre-award through post-award, including recent revisions to the 2 C.F.R. Part 200, effective October 1, 2024.



Grant Award - General Conditions

Grant Award Number:	MCIN-2027-0011	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2026 - 06/30/2027	Implementing Agency:	Hagerstown Police Department
Project Title:	MCIN FY27		

10 Post-Award Documentation

Following award acceptance, all finalized contracts must be uploaded to the GMS and approved by the Office prior to requesting reimbursement for any related expenses.

For conference and training, logistical details must be submitted to the Office for review and approval as soon as the information becomes available. This includes dates, times, and locations of each event, which must be provided at least 30 days in advance.

To submit this information, subrecipients must initiate a Budget GAN in the GMS. The GAN should include all event logistics, as well as any adjustments to costs, fees, and rates with appropriate justification. See the Frequently Asked Questions (FAQ) on GAN.

For additional post-award requirements and guidance, please refer to the GMS Application Instructions.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in the subaward packet and outlines the expenses authorized for the project. Please note that this budget may differ from the version submitted in the original application and reflects the Office's final approval of allowable project costs.

Any delays in hiring project personnel must be reported in writing to the assigned Grant Staff for the applicable funding source within 30 calendar days of receiving the subaward packet. If project personnel are not hired within 45 calendar days, the associated personnel allocations may be de-obligated at the discretion of the Office.

Subrecipients are strongly encouraged to evaluate and, if appropriate, reallocate or de-obligate any cost savings resulting from delayed hiring to support other approved project activities. Any proposed changes must be submitted through a Budget GAN in the GMS for review and approval.

Please refer to General Condition 12 for additional guidance.

12 Personnel Costs

Salary related expenses, wages, and fringe benefits must be supported by records that accurately reflect the work performed and must comply with the organization's established policies and procedures, as outlined in 2 C.F.R. §200.430 (Compensation – Personnel Services) and 2 C.F.R. §200.431 (Compensation – Fringe Benefits). Also, see General Condition 13.

The use of percentages to claim personnel costs is not allowable. Supporting documentation must include timesheets or time and effort reports that reflect the actual time worked on allowable grant-funded activities. Records must be signed by a supervisor.

Payroll records may be used and shall include a certified after-the-fact distribution of the employee's actual work activities during the applicable financial reporting period.

The certification statement must:

- Reflect the dates and number of hours charged to the grant;
- Describe the specific grant-funded activities performed;
- Be signed and dated by the supervisor; and
- Include the grant number.

For additional guidance on time and effort reporting requirements, please visit: <https://gocpp.maryland.gov/grants/tips-and-guidance/time-and-effort-reports/>.



Grant Award - General Conditions

Grant Award Number: MCIN-2027-0011
Award Period: 07/01/2026 - 06/30/2027
Project Title: MCIN FY27

Sub-Recipient: Hagerstown Police Department
Implementing Agency: Hagerstown Police Department

13 Suitability to Interact with Minors

As a condition of receiving grant funds, the subrecipient certifies that it has appropriate criminal background procedures in place to ensure that individuals who interact with minors in the course of any award activity are suitable to do so. Also, see the Determination of Suitability to Interact with Minors Form available in the Notice of Funding Availability (NOFA) (<https://gocpp.maryland.gov/wp-content/uploads/determination-of-suitability-form.pdf>)

14 Consultant Rates

The requirements related to consultant compensation apply to all awards issued by the Office, regardless of the government funding source, State or Federal.

The maximum allowable rate for consultant services is \$81.25 per hour or \$650 per day. Requests for rates exceeding this threshold will be considered on a case-by-case basis and require prior written approval from the Office.

For additional guidance on requesting prior approval, please visit: <https://gocpp.maryland.gov/wp-content/uploads/preauth-for-consultant-fees.pdf>.

Note: Any consultant charges above the established maximum rate that are incurred prior to receiving written approval from the Office will be disallowed and not eligible for reimbursement.

15 Procurement

Subrecipients are required to follow their own written procurement policies in expending grant funds. Subrecipients that do not have an established written Procurement Policy must follow the State of Maryland Procurement Policy and Procedures, which include the consideration of Minority Business Enterprises (MBE). To view the Maryland Procurement Manual and/or the directory of certified MBEs, please visit:

<https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/> and/or <https://marylandmdbe.mdbecert.com/>.

In accordance with 2 C.F.R. §200.318, all procurement transactions must be conducted in a manner that promotes full and open competition. Additionally, under 2 C.F.R. §200.321, subrecipients must ensure that minority businesses, women's business enterprises, small businesses, and labor surplus area firms are considered in the procurement process.

Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals (RFPs), bid solicitations, or other procurement requests, all subrecipients must clearly disclose that the potential purchase is being funded in whole or in part with government grant funds.

Subrecipients must also notify potential contractors that funds for the project originated from a GOCPP grant and that the conditions that accompany that grant award are part of the contract.

The following language may be used as an example: "This project is funded by the Governor's Office of Crime Prevention and Policy under subaward number BARM-2025-9000."

This disclosure ensures transparency and compliance with both State and federal grant requirements.

Grantees may not use grant funds to contract with any individual or entity that has been prohibited from doing business with the State of Maryland and is consequently listed on the State's Debarment List (<https://bpw.maryland.gov/pages/debarments.aspx>).



Grant Award - General Conditions

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Project Title:	MCIN FY27		

16 Property Inventory Report Form

Submission of the Property Inventory Report Form (PIRF) is required with each financial reimbursement request that includes the purchase of equipment with an acquisition cost of \$10,000 or more per unit or listed under the Equipment Budget Category, as approved under this subaward. The PIRF is included in the Project Director's award packet.

For Body Armor subawards (BARM and BPVP), subrecipients must also refer to the Special Conditions specific to those awards regarding PIRF submission requirements. All other PIRF-related conditions remain unchanged.

For additional guidance on completing the PIRF, please visit: <https://gocpp.maryland.gov/grants/tips-and-guidance/property-inventory-report-form/>. Subrecipient shall give the Office written notice at least 30 calendar days before any proposed transfer or disposition.

17 Supplanting

Supplanting is strictly prohibited under this subaward. Supplanting occurs when grant funds are used to replace State, local, or agency funds that were previously appropriated, budgeted, or otherwise intended for the same purpose for which this grant is awarded.

All expenditures paid with funds from the Office must supplement, not supplant, the subrecipient's existing budget. Any line item supported with grant funds must represent an enhancement to current services or resources and may not replace costs that were already included in the organization's approved or anticipated budget.

For additional guidance, please refer to the supplanting section of the DOJ Financial Guide, which is accessible at: <https://www.ojp.gov/funding/financialguidedojo/overview>.

18 Budgeted Cost-Share (Match) Above Standard Requirements

By accepting this subaward, the subrecipient affirms its commitment to meet the budgeted cost-share/match requirement (if applicable) as stated in the Grant Award and Acceptance Form. This amount may exceed standard requirements and must be maintained throughout the award period.

The subrecipient agrees to allocate and report cost-share expenditures during each applicable reporting period. The full budgeted cost-share amount, including any voluntary overmatch submitted, must be reported regardless of adjustments to the grant-funded portion or other financial modifications.

Any proposed changes to the cost-share requirements must be submitted as a Budget GAN through the GMS and are subject to prior written approval by the Office.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Palmer, Matika
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2027-0011	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2026 - 06/30/2027	Implementing Agency:	Hagerstown Police Department
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19 Expended Grant Funds During Award Period

All grant funds associated with this subaward, as well as any required cost-share or match funds (if applicable), must be encumbered, obligated, or expended by the end of the subaward period, including any pre-approved extensions. For reference, obligations may include requisitions, purchase orders, or executed contracts, while expenditures refer to the actual payments of invoices. Subscriptions and monthly services must be prorated for the grant period as they can not precede or extend beyond the period of performance. Upfront payment requirements do not override governing allocability rules.

The Period of Liquidation is the 30 calendar days following the subaward end date, during which subrecipients may liquidate (i.e., pay) any properly obligated funds. No new obligations may be incurred during this period.

Failure to expend or liquidate encumbered funds within this timeframe may result in denied reimbursement and/or the de-obligation of unspent funds. In such cases, any remaining obligations will become the sole responsibility of the subrecipient.



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20 Modifications to Subaward and Grant Adjustment Notice (GAN)

GANs are used to request approval for modifications such as budget revisions, project period extensions, scope adjustments, or other administrative changes to the grant. For Frequently Asked Questions (FAQ) on a GAN submission, please review the quick reference sheet available on GOCPP's website.

Authorized GAN Submitters: GANs must be submitted in the GMS by one of the following individuals:

- Project Director
- Fiscal Officer
- Authorized Official
- Pre-approved Alternate Authorized Signatory

GANs submitted by unauthorized individuals will be returned without review.

Types of GANs: There are two types of GANs:

1. General GAN: is used for changes that do not affect the approved budget, such as:

- Changes to the project scope, goals, or objectives
- Request project extensions
- Changes in project service sites
- Updates to key personnel, including:
 - Project Director
 - Fiscal Officer
 - Civil Rights Contact

• GOCPP may also submit an internal General GAN to update reporting questions or award conditions (including Special Conditions). Subrecipients will be notified by email when these updates occur.

2. Budget GAN: is required to request any modifications to the approved budget, including:

- Moving funds between budget line items and categories
- Adding new line items
- Adjusting salary or fringe benefit amounts
- Modifying match or cost-share amounts

Timing of Submission: Subrecipients must act as soon as possible to submit a GAN to avoid after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Grant staff.

GOCPP requires all final GANs to be submitted at least 30 days before the end of the award period. For example, if the project end date is June 30, the GAN must be submitted by May 30. Requests submitted after this deadline may be reviewed case-by-case but require prior approval from GOCPP.

Note: All GAN documentation submitted to the Office is subject to the Maryland Public Information Act (PIA).



Grant Award - General Conditions

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Project Title:	MCIN FY27		

21 Authorized Official/Alternate Authorized Official

The Authorized Official must have the legal authority to enter into binding agreements on behalf of the entity and to accept the terms and conditions of the subaward. For purposes of grant administration, the Authorized Official listed on the submitted application should be one of the following:

- County Executive
- Duly Authorized Official of the local unit of government
- Mayor
- Commissioner
- Town Administrator (if confirmed)
- President (if confirmed)
- Head of the agency receiving the subaward (if agencies are permitted to apply directly)

Change in Authorized Official: If there is a change in the Authorized Official, the entity must submit a signed letter on official letterhead to the Office via email at support@goccp.freshdesk.com. The letter must include:

1. Authorized Official's Contact Information: Full name, title, organization, mailing address, phone number, and email address.
2. Statement of Authority: A declaration that the individual is authorized to serve in this role, including their title and the effective date they assumed the position.
3. Signature: The letter must be signed and dated by the new Authorized Official.

Alternate Authorized Signatory: The Alternate Authorized Signatory is not the same as the Authorized Official. This individual is permitted to sign grant documents on behalf of the Authorized Official in certain situations. Eligible individuals may include:

- Authorized Point of Contact (head of a sub-unit, agency, department, or bureau)
- Project Director
- Fiscal Officer

To designate an Alternate Authorized Signatory, the Authorized Official must submit a signed letter (on official letterhead) to support@goccp.freshdesk.com with the following:

1. Contact Information: Full contact details of the Alternate Signatory.
2. Statement of Authorization: A clear statement granting the individual authority to act on behalf of the Authorized Official, including the purpose of the designation (e.g., to sign all award documents, in case of illness, leave, or personnel changes).
3. Signature of the Authorized Official: Signed and dated, acknowledging the designation.

Note: If the Alternate Authorized Signatory is to act on a permanent basis (e.g., sign all award documents at all times), please include supporting documentation, such as a copy of an Executive Order or meeting minutes reflecting the approval of the governing body.

Updating or Removing an Alternate Signatory: To update or remove an Alternate Authorized Signatory, follow the same procedure outlined above. Submit a formal letter stating the changes and rationale (e.g., personnel departure, role change, or updated permissions).



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22 Issuance of Statements, Press Releases, or Other Documents

The Subrecipient shall acknowledge the funding support of the GOCCP and if applicable the Federal Agency Name in all public-facing materials, including but not limited to press releases, websites, social media, reports, and presentations. All such materials must include the disclaimer: "This project is supported by the Governor's Office of Crime Prevention and Policy under [Grant/Award Number]. The opinions, findings, and conclusions or recommendations expressed are those of the author(s) and do not necessarily reflect the views of the State or Federal agency."

The Subrecipient shall notify the GOCCP Communications Office by emailing dinfo_goccp@maryland.gov and including a clear subject line formatted as "Media Approval: [Subrecipient Name] – [Grant Program] #[Award Number]" (e.g., "Media Approval: Helping Hands Inc – VOCA #12345"), and copy the assigned grant staff, at least [10] business days prior to the release of any formal press release or high-profile media engagement. GOCCP reserves the right to review such materials for factual accuracy regarding the grant program and may require the removal of any inaccurate references or unauthorized branding. Failure to adhere to these requirements may be considered a material breach of this agreement.

23 Reproduction and Sharing of Subaward and Project Materials

The Office reserves the right to reproduce, distribute, and share, with appropriate attribution, any and all materials, documents, or deliverables developed as a result of this subaward and its associated project activities.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with all applicable federal regulations, including 2 C.F.R. 200.303(e), and State laws concerning the privacy and confidentiality of client records, including any statistical information collected for research or programmatic purposes.

In accordance with 2 C.F.R. 200.303(e), the subrecipient is required to take reasonable measures, including cybersecurity controls and internal safeguards, to protect and secure all sensitive data, including personally identifiable information (PII), and any other information deemed confidential under applicable laws and policies.

Failure to implement adequate safeguards may result in corrective action, loss of funding, or other enforcement measures.

25 Use of Required Forms

All post-award required forms must be generated and submitted electronically through the GMS. Reports and related documents submitted via the GMS will be accepted, reviewed, and considered by the Office. Paper or emailed submissions will not be processed.



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26 Online Submission of Quarterly Report Forms In Line With Project Scope

The Subrecipient shall implement the project in accordance with the approved program narrative and budget set forth in the Subaward.

Quarterly Reporting Requirements

All quarterly reports must be submitted electronically through the Grant Management System (GMS) by authorized users only. Authorized users include the Project Director, Fiscal Officer, Authorized Official, and any approved Alternate Authorized Signatory. The Subrecipient must remain current with all programmatic and financial reporting requirements. The Office reserves the right to withhold or delay reimbursement if required reports are not submitted and approved.

Programmatic Reporting

The Subrecipient shall submit Performance Measure Reports and Progress Reports through the GMS on a quarterly basis. If applicable, federal reporting requirements, including the Performance Measurement Tool (PMT), must also be completed. Programmatic reports are due no later than twenty (20) calendar days following the end of each reporting quarter and must be submitted concurrently with the corresponding quarterly financial report.

Financial Reporting

The Subrecipient shall submit a Quarterly Financial Report electronically through the GMS no later than twenty (20) calendar days following the end of each reporting quarter, concurrent with the required programmatic reports.

The following documents must be submitted and approved prior to the processing of reimbursement requests:

- GMS Performance Measure Report
- GMS Progress Report

Financial reports that are incomplete, missing required documentation, or submitted after the reporting deadline may be returned and may result in delayed reimbursement.

Quarterly Reporting Periods and Due Dates

The following reporting periods and deadlines apply regardless of the Subaward start date:

- July 1 – September 30: Reports due October 20
- October 1 – December 31: Reports due January 20
- January 1 – March 31: Reports due April 20
- April 1 – June 30: Reports due July 20

Both programmatic and financial reports must be submitted by the deadlines listed above.

Exceptions: There are two exceptions to the standard financial reporting timeline:

1. A non-standard award end date (a date other than June 30 or September 30) that does not align with calendar quarters must submit final financial reports no later than twenty (20) calendar days following the subaward end date.
2. Nonprofit organizations approved for monthly reimbursement must submit financial reports later than twenty (20) calendar days after the month ends.

Final Financial Reporting Tip: For subawards ending June 30, the Office respectfully requests that all final programmatic and financial reports be submitted as early as possible after June 30. Timely submission will help ensure that all payments are processed before the close of the State's fiscal year.



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27 Submission of Revised Financial Report

As stated above, Financial Reports must be submitted electronically in the GMS no later than 20 calendar days after the end of each reporting period. If the report submitted within the 20-day deadline is "Not Final," the subrecipient must email the assigned Fiscal Specialist and copy the grant staff at the time of submission to notify the Office that the report is preliminary.

A "Final/Revised" Financial Report must then be submitted within 60 calendar days after the end of the reporting period. This report must be:

- Clearly marked "Final/Revised" across the top,
- Based on a corrected copy of the originally submitted financial report,
- Reflective of actual expenditures (not variances),
- Signed and dated by an authorized agency representative, and
- Uploaded into the GMS and emailed to the same Fiscal Specialist and grant staff.

For additional information on submitting revised financial reports, please visit: <https://gocpp.maryland.gov/grants/tips-and-guidance/financial-reporting-tips/>.

Note: Revisions are a manual process and will not be accepted without all the required elements listed above. At the conclusion of the subaward period, the Office reserves the right to initiate an administrative closeout and de-obligate the remaining funds for any subaward that fails to meet these reporting requirements.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any required report within the specified timeframes outlined above, or within an approved extension, may result in delayed or denied reimbursement, de-obligation of grant funds, and/or termination of the award. If a report is submitted late, any associated expenditures or obligations may become the sole responsibility of the subrecipient and may not be reimbursed by the Office.

29 Holding Funds

The release of funds will be withheld until the subrecipient is current with all required report submissions, has provided all necessary documentation, and has resolved any outstanding issues.

30 Monitoring Expenditures

To verify the appropriateness of all grant-related expenditures, the Office will monitor the use of grant funds as reported by subrecipients. Supporting documentation must be maintained on-site, be readily accessible upon request, and correspond with required monthly and/or quarterly reporting. Subrecipients are responsible for maintaining records in a manner that demonstrates compliance with the terms of this subaward, including the spending plan, and all applicable regulations.

The Office, the funding source agencies, the Office of Legislative Audits, or any other authorized State or federal representatives must be granted access to all documents, records, and other materials relevant to the award for the purpose of conducting audits, reviews, examinations, or producing transcripts.



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31 Records Retention

Subrecipients must retain all financial records, supporting documentation, statistical data, and any other records relevant to this award for a minimum of four (4) years from the date of submission of the final programmatic and financial reports. This retention period ensures availability for examination, audit, and verification purposes by the Office, funding agencies, auditors, or other authorized entities, in accordance with 2 C.F.R. §200.334 through §200.338 and Maryland's State Archives standards.

Records may be retained in electronic format, provided they remain accessible, legible, and secure for the full retention period.

32 Termination of Subaward

GOCCP may terminate this subaward, in whole or in part, if it determines that termination is in the best interest of the State or if the subrecipient fails to comply with the terms and conditions of the subaward. GOCCP will generally provide the subrecipient with thirty (30) days written notice prior to termination unless circumstances require immediate action.

If termination occurs, GOCCP will provide written notice specifying the reason for termination and the effective date. The subrecipient must cease all grant-funded activities upon the effective date of termination unless otherwise directed.

GOCCP will reimburse the subrecipient for reasonable and allowable costs incurred through the effective date of termination, in accordance with the subaward and applicable federal and state requirements.

Upon termination, the subrecipient remains responsible for complying with all applicable federal and state closeout requirements including submission of final financial and programmatic reports and completion of required closeout activities.



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33 Civil Rights Discrimination

The subrecipient affirms that it will not discriminate against any employee, applicant for employment, client, or service recipient on the basis of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency. This prohibition applies to all employment practices and service delivery to ensure equal opportunity and access.

The subrecipient agrees to include a comparable non-discrimination provision in all subcontracts, except those solely for standard commercial supplies or raw materials.

The subrecipient must prominently display a non-discrimination poster in a public area that affirms the organization's commitment to equal opportunity and provides information on how to file a complaint. Complaints may be submitted to any of the following agencies:

- Maryland Commission on Civil Rights: <https://mccr.maryland.gov/Pages/default.aspx>
- U.S. Department of Justice, Office for Civil Rights (OJP):

<https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>

- U.S. Equal Employment Opportunity Commission (EEOC): <https://www.eeoc.gov/>
- Governor's Office of Crime Prevention and Policy (GOCCP): <https://gocpp.maryland.gov/grants/civil-rights-compliance/>

The subrecipient and any contractors or subrecipients must comply with all applicable federal and State civil rights laws and regulations, including but not limited to:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10228(c), 10221(a)
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
- Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132
- Age Discrimination Act of 1975, 42 U.S.C. § 6102
- Juvenile Justice and Delinquency Prevention Act of 1974, 34 U.S.C. § 11182(b)
- Victims of Crime Act of 1984, 34 U.S.C. § 20110(e)
- Violence Against Women Act of 1994, 34 U.S.C. § 12291(b)(13)
- Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. Part 38

Faith-Based Organizations

Faith-based organizations applying for grant funding do not have to relinquish or modify their religious identity (e.g., remove religious symbols) to be considered eligible applicants.

However, grant funding may not be used to fund any inherently religious activity, such as prayer or worship.

Organizations may continue to engage in inherently religious activities; however, such activities may not coincide with activities funded by the grant—i.e., such religious activities must be separate (in time and place) from the grant funded activity. Further, any participation in religious activities by individuals receiving services provided under the grant must be voluntary. For more information on civil rights regulations and standard assurances, please visit: <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>.



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34 Proof of Applicable Audit Regulations - On Site

All subrecipients must maintain appropriate documentation to demonstrate compliance with applicable audit regulations and must provide such documentation to the Office upon request.

- Local and State Government Entities must maintain proof of completion of an annual audit and confirmation that the audit was submitted to the Maryland State Legislature in September of the year in which the subaward was issued.
- Nonprofit Organizations must comply with audit requirements as outlined by the Maryland Secretary of State's Charitable Organizations Division. Detailed guidance is available at:
<https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

Failure to provide the required documentation upon request may result in the forfeiture of grant funds.

35 Single Audit Requirement

If the subrecipient expends \$1,000,000 or more in federal funds during a fiscal year, a Single Audit is required in accordance with 2 C.F.R. § 200.514. The subrecipient must provide a copy of the Single Audit Report along with audited financial statements. This enables the Office to issue a management decision letter addressing any audit findings related to the federal award provided through the pass-through entity, as required by 2 C.F.R. § 200.521. Additionally, subrecipients must submit the required Certification of Applicable Financial Reporting Requirements, which is accessible at:
<https://gocpp.maryland.gov/wp-content/uploads/certification-of-applicable-financial-reporting-requirements-form.pdf>.

36 Fraud, Waste and Abuse/ Whistleblower Protections

The subrecipient's misrepresentation or provision of false information may result in restitution and/or prosecution to the full extent of the law. The subrecipient must disclose in writing to GOCPP all real or perceived conflicts of interest relating to grant award transactions at the time the subrecipient submits the grant application. If a conflict of interest arises during the award period or the liquidation period—whichever occurs first—the subrecipient must disclose it in writing to GOCPP immediately. The Office will report any suspected illegal transactions to the appropriate authorities.

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the grant staff of the applicable funding source or by emailing:
gocppgrants.admin@maryland.gov. For additional reporting options, please refer to the Maryland Office of Legislative Audits Fraud Hotline at: FRAUD-11(877-372-8311) <https://ola.maryland.gov/fraud/ola-fraud-hotline>

Whistleblower Protections: Employees of the applicant must not be discharged, demoted, or otherwise retaliated against for disclosing information they reasonably believe evidences gross mismanagement of a federal contract or grant, gross waste of federal funds, abuse of authority relating to a federal contract or grant, substantial and specific danger to public health or safety, or violations of laws, rules, or regulations related to a federal contract or grant (including contract competition or negotiation). The applicant is required to inform its employees in writing of their whistleblower rights and protections under 2 C.F.R. 200.217.

37 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, or other events using federal funds. All conference-related expenses will be carefully reviewed for compliance with federal requirements, including 2 C.F.R. § 200.432 (Conferences). This restriction does not affect the direct payment of per diem amounts to individuals in travel status, as authorized under the organization's travel policy.



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38 Debarment and Suspension Requirements

Throughout the entire duration of this grant, the subrecipient and any grant-funded vendors must maintain an active registration in the federal System for Award Management (SAM) at SAM.gov, including a valid Unique Entity Identifier (UEI) associated with that registration. If the SAM.gov registration or UEI expires at any point during the grant period, the subrecipient will be unable to draw down grant funds until the registration and UEI are renewed and reactivated. The subaward will remain in an "Award Not In Compliance" status until the UEI expiration is resolved and revalidated annually.

The UEI serves as a universal identifier for entities receiving federal funds, enabling verification of the entity's good standing and facilitating the tracking of federal funds awarded. More information about SAM.gov registration and procedures is available at www.SAM.gov.

GOCCP verifies organizational eligibility before awarding and periodically throughout the grant term using the federal System for Award Management (SAM.gov) and applicable State of Maryland suspension and debarment records, in accordance with 2 CFR 200.214 and COMAR 21.08.04.04. In addition, subrecipients must ensure that any contractors, vendors, or subcontractors paid with grant funds are not suspended or debarred under federal or State of Maryland programs before fully executing a contract.

39 Computer Equipment/Program/Network Procurement

No award funds may be used to establish or maintain a computer network unless the network restricts access to, viewing, downloading, and exchanging of pornography. However, this restriction does not apply to any federal, State, tribal, local law enforcement agency, or any other entity engaged in criminal investigations, prosecution, or adjudication activities, for which such use of funds is permitted.

40 No Distracted Driving While Performing Program Duties

Subrecipients must adopt and enforce policies prohibiting employees from text messaging while driving any vehicle during the course of work funded by this grant. Additionally, subrecipients are required to establish workplace safety policies and conduct education, awareness, and outreach initiatives aimed at reducing crashes caused by distracted driving.

41 Services to those with Limited English Proficiency

Subrecipients are required to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in compliance with federal and State regulations. For federal guidance, please refer to the U.S. Department of Justice's LEP Guidance Document, which is available at: <https://www.ecfr.gov/current/title-29/subtitle-A/part-38/subpart-A/section-38.9>.

Additionally, subrecipients must comply with Maryland's State Government Article, Subtitle 11 — Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101 through 10-1105.

42 Drug-Free Workplace Requirements

Subrecipients must comply with all applicable State and federal requirements regarding drug-free workplaces. To view Maryland's Substance Abuse Policy, please visit: <https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>

Federal drug-free workplace requirements for grants are codified at 28 C.F.R. Part 83.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Palmer, Matika
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2027-0011	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2026 - 06/30/2027	Implementing Agency:	Hagerstown Police Department
Project Title:	MCIN FY27		

43 Office Name Change (Effective 1.18.2024)

Any reference to the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS or GOCCP) should be understood to refer to the Governor's Office of Crime Prevention and Policy (GOCPP or the Office), per Executive Order 01.01.2024.05. References to the agency under its previous names (GOCPYVS or GOCCP) remain valid and do not affect the validity of any past, current, or future agreements, documents, or communications issued under those names. For questions regarding this notice, please contact the Governor's Office of Crime Prevention and Policy at GOCPPgrants.Admin@maryland.gov.



Grant Award - Special Conditions

Grant Award Number:	MCIN-2027-0011	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2026 - 06/30/2027	Implementing Agency:	Hagerstown Police Department
Project Title:	MCIN FY27		

1 General Conditions

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

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

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 Certification of Applicable Financial Reporting must be completed annually. The recipient must submit the required form (<https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>) as well as the designated applicable financial report. This form identifies how audits must be conducted in accordance with Maryland Solicitations Act 6-402(b)(7) and federal requirements under 2 C.F.R. 200.501(b). This form is to be endorsed by the Authorized Official.

4 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

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

5 All positions under the Personnel Budget Category, submitted under the methodology of a 12 month budget projection, must expend and draw down their personnel funds quarterly or be subject to de-obligation of funds. Exceptions include, but are not limited to, overtime and on-call services.

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

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- 7 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 20 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 20 calendar days from the End Date of this sub-award.

If the initial 20 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

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

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

- 8 The sub-recipient must provide a copy of the Contract/ Memorandum of Understanding (MOU) that demonstrates the partnership or the development of a coalition for this program within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 9 The sub-recipient must provide a copy of the set of standard operating procedures that governs their Maryland Criminal Intelligence Network coalition within 90 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 10 The sub-recipient must provide a copy of their Maryland Criminal Intelligence Network (MCIN) site's organizational structure within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 11 Sub-recipients are required to report on the monthly progress of this initiative by submitting data through HIDTA's Case Explorer system. All data should be reported by the 15th of each month. Should there be any delay in submitting data into the Case Explorer system the sub-recipient must notify their program manager and provide a plan and timeline for entry into the system.
- 12 The Governor's Office of Crime Prevention and Policy support must be noted in any press releases, newsletters, brochures, materials or RFPS related to this sub-award.

Example:

"This investigation was a coordinated effort between (please list law enforcement organizations involved in operation) under the Maryland Criminal Intelligence Network (MCIN). The Governor's Office of Crime Prevention and Policy (GOCPP) provides grant funding and strategic support to MCIN member sites to identify, disrupt, and dismantle criminal organizations through inter-agency collaboration and data sharing to make Maryland safer.

The Governor's Office of Crime Prevention and Policy funded this project under subaward number, XXXX-XXXX-XXXX. All points of view in this document are those of the author and do not necessarily represent the official position of any Maryland State office or agency."

- 13 Sub-recipient understands that by accepting this award, the designated Maryland Criminal Intelligence Network (MCIN) point of contact agrees to be an active participant in collaborative efforts which may include, but not limited to, monthly conference calls, email discussions, in-person meetings, and attending specified training.
- 14 When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of GOCPP must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication:

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

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- 15 The Governor's Office of Crime Prevention and Policy (GOCPP) encourages all Maryland Criminal Intelligence Network (MCIN) sites to participate in Maryland's Handle with Care Program. In 2018, the Handle with Care Program was implemented statewide and GOCPP has been assigned with implementing the program throughout the state to increase trauma-informed approaches and to address Adverse Childhood Experiences (ACEs) to prevent future victimization or criminality. For more information about the program and implementation within your agency please visit <https://handlewithcaremd.org/law-enforcement-protocol.php>.
- 16 Sub-recipient agrees to submit a copy of the agency's overtime policy, which include information on the approval process, within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 17 Sub-recipient agrees to keep documentation of monthly overtime usage by using the Monthly Overtime Summary Report provided by the Governor's Office of Crime Prevention and Policy (GOCPP) or their own overtime report. Please note that the overtime report should identify how overtime was used as it relates to MCIN initiatives.
- 18 Sub-recipient agrees when planning a warrant sweep or warrant initiative to include and coordinate with their coalition partners and at least one other MCIN site. MCIN partners and their stakeholders should be coordinating efforts and prioritizing targets of criminal organizations (Gangs, Guns, Drugs, Human Trafficking), violent criminals, and repeat violent offenders prior to the operation. When executing the warrant sweep, Maryland's Handle with Care Program must be implemented. Upon completion of the warrant sweep a press release should be completed outlining the results and the participation by MCIN coalition partners.
- 19 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention and Policy (GOCPP) may not make any grant funds available to that law enforcement agency.
- 20 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 21 If the recipient is designated "high-risk" by any grant-making agency (state and federal) outside of GOCPP, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to GOCPP by emailing goccpgrants.admin@maryland.gov. For purpose of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at the awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.
- 22 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used(in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 23 This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The GOCPP(Office) retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<https://gocpp.maryland.gov/wp-content/uploads/general-conditions.pdf>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.
- 24 As a condition of receiving grant funds, the grantee certifies that it has appropriate criminal background screening procedures in place. See Section 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland. Also, see the Determination of Suitability to Interact with Minors Form (<https://goccp.maryland.gov/determination-of-suitability-form>) available in the Notice of Funding Availability (NOFA).
- 25 Post-award, finalized contracts must be uploaded into the GMS, and before any reimbursement for the related expense is requested. See Contractual Services guidance available in GOCPP's GMS Application Instructions. <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

PAC

26 Reporting Potential Fraud

The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.

- 27** All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.



Budget Notice

Grant Award Number:	MCIN-2027-0011	
Sub-recipient:	Hagerstown Police Department	
Project Title:	MCIN FY27	
Implementing Agency:	Hagerstown Police Department	
Award Period:	07/01/2026 - 06/30/2027	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$292,876.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$292,876.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Crime Analyst	Fringe	Grant Funds	\$6,465.00
Crime Analyst	Salary	Grant Funds	\$21,550.00
Law Enforcement Overtime - Gun Violence	Overtime	Grant Funds	\$24,800.00
Law Enforcement Overtime - MCIN	Overtime	Grant Funds	\$43,736.50
MCIN Coordinator	Fringe	Grant Funds	\$20,105.00
MCIN Coordinator	Salary	Grant Funds	\$67,017.00

Personnel Total: \$183,673.50

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Law Enforcement Overtime	Grant Funds	1	\$5,000.00	\$5,000.00
MCIN Prosecutor - State's Attorney's Office	Grant Funds	1	\$90,205.00	\$90,205.00

Contractual Services Total: \$95,205.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Skydio R10 Drone and Software	Grant Funds	1	\$13,997.50	\$13,997.50

Equipment Total: \$13,997.50

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/1/2026



Governor's Office of Crime Prevention and Policy



Control Number:

54293

Regional Monitor:

Palmer, Matika

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Programmatic Reporting

Grant Award Number: MCIN-2027-0011

Sub-recipient: Hagerstown Police Department

Project Title: MCIN FY27

Implementing Agency: Hagerstown Police Department

Award Period: 07/01/2026 - 06/30/2027

CFDA: State General Fund

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

Performance Measures (15)

1	During this reporting period, how many individuals were identified as priority criminal offenders?	
2	During this reporting period, how many of the priority criminal offenders were arrested?	
3	During this reporting period, how many investigative operations conducted for MCIN related cases?	
4	During this reporting period, how many law enforcement personnel (officers, detectives, analyst, etc.) were involved in investigative operations for MCIN related cases?	
5	During this reporting period, what are the total number of hours in overtime used for investigative operations for MCIN related cases?	
6	During this reporting period, how many MCIN cases were formally charged by a grand jury (indictments)?	
7	During this reporting period, how many offenders were convicted on MCIN related offenses?	
8	During this reporting period, how many MCIN cases were prosecuted as RICO (federal racketeering)?	
9	During this reporting period, how many MCIN related offenders were convicted of RICO (federal racketeering)?	
10	During this reporting period, how many MCIN related investigative operations resulted from multi-jurisdictional intelligence such as data-sharing and/ or collaborative activities?	
11	During this reporting period, how many new criminal organizations/ networks identified related to MCIN initiatives?	
12	During this reporting period, was all data entered into HIDTA CAP and Case Explorer? Enter 1 for "yes" and 2 for "no."	
13	During this reporting period, how many "Handle with Care" notices has been sent as a result of an investigative operation related to a MCIN case?	

14	During this reporting period, how many children (under the age of 18) were involved in an investigative operation as a victim or witness?	
15	During this reporting period, how many MCIN related press releases and/or press conferences conducted?	

Progress Report Questions (8)

1	Project Effectiveness Overview: Provide a concise narrative assessment of the project's effectiveness during this reporting period. The following should be noted: a. Include both qualitative and quantitative evidence, if available. b. Highlight factors that have contributed to or hindered progress. c. Explain how the project's activities align with its stated goals and objectives.
2	Barriers and Corrective Actions: Describe any barriers or challenges encountered during the implementation or progress toward objectives. The following should be noted: a. What corrective actions have been taken or are planned to address these issues? b. Include a timeline for resolution, if applicable. c. Are there any current or anticipated challenges that may prevent the full expenditure of awarded funds? d. If assistance is needed, specify the type of technical assistance requested.
3	Collaboration and Partnerships: Describe the level of cooperation and collaboration with partner agencies involved in this project. Highlight any joint activities, shared resources, or outcomes resulting from these partnerships. Please note any challenges or gaps in coordination.
4	Upcoming Activities: Summarize the key activities planned for the next quarter. Include target dates and a brief description of each upcoming activity or event. Identify any anticipated risks or adjustments to previously scheduled activities.
5	Successes and Best Practices: Share any success stories, lessons learned, or best practices observed during this reporting period. Explain how these can inform future efforts or be replicated by other programs.
6	Performance Measure Tracking: Provide a detailed explanation of how your organization collects, verifies, and reports performance measure data. Identify any tools, software, or systems used. Describe any quality control or internal review processes in place to ensure data accuracy.
7	Grant Fund Expenditures: If less than 25% of the award was expended during this quarter, or if no funds were expended: a. Provide a detailed explanation for the underspending. b. Identify when funds are expected to be drawn down and for which budget categories. c. Describe any fiscal or procurement delays and your plan to address them.
8	Final Quarter Only - Project Completion and Closeout: Please provide the following information: a. Have all planned project activities been completed? If not, explain the reasons and expected completion dates. b. Provide a summary of outcomes, accomplishments, and results achieved over the life of the grant. c. Include any success stories, promising practices, or impactful results attributable to the program. d. Describe any sustainability efforts or plans for maintaining the program or services after the grant period ends.

Signed: _____ **Date:** _____

Project Director - Fetchu, Rebecca (Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

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

Topic:

Uniforms for Students at Washington County Police Academy - Gall's (Baltimore, MD) \$
14,923.20

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_FORM_-_GALLS.pdf
GALLSQUOTE000000000039098.PDF
Contract_121923.pdf

Description

CONSENT FORM
QUOTE
SOURCEWELL
CONTRACT

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase is required to provide uniforms for our police academy students attending the Washington County Police Academy. This purchase is made under the Sourcewell Contract.

Paul J. Kife 9/11/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
Date: 09/09/2026
Sales Rep: ROBIN QUESENBERRY

Page 1 of 16
Quote Number: 39098
Quote Expiration: 10/09/2026

Sold To:
HAGERSTOWN POLICE DEPT
50 N. BURHANS BLVD
ATTN: KRISTY CARROLL
HAGERSTOWN, MD 21740

Ship To:
Stewart Heckman
50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	JC594 DKNV LG REG	BLAUER 9820 TACSHELL JKT, PLUS 4660 FOR THE INNER JACKET	1		459.67	459.67
1.1	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
1.2	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
1.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
1.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
1.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
1.6	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
1.7	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
1.8	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
1.9	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
1.10	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
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5.1	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
5.2	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
5.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
5.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
5.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
Date: 09/09/2026
Sales Rep: ROBIN QUESENBERRY

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Quote Number: 39098
Quote Expiration: 10/09/2026

Sold To:
HAGERSTOWN POLICE DEPT
50 N. BURHANS BLVD
ATTN: KRISTY CARROLL
HAGERSTOWN, MD 21740

Ship To:
Stewart Heckman
50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
5.6	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
5.7	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
5.8	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
5.9	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
5.10	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
6	JC594 DKNV MD REG	BLAUER 9820 TACSHELL JKT, PLUS 4660 FOR THE INNER JACKET	1		459.67	459.67
6.1	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
6.2	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
6.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
6.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
6.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
6.6	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
6.7	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
6.8	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
6.9	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
6.10	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
Date: 09/09/2026
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Sold To:
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50 N. BURHANS BLVD
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HAGERSTOWN, MD 21740

Ship To:
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50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
7	JC594 DKNV MD REG	BLAUER 9820 TACSHELL JKT, PLUS 4660 FOR THE INNER JACKET	1		459.67	459.67
7.1	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
7.2	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
7.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
7.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
7.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
7.6	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
7.7	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
7.8	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
7.9	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
7.10	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
8	JC594 DKNV SM SHT	BLAUER 9820 TACSHELL JKT, PLUS 4660 FOR THE INNER JACKET	1		459.67	459.67
8.1	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
8.2	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
8.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
8.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
8.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
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HAGERSTOWN, MD 21740

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TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
8.6	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
8.7	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
8.8	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
8.9	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
8.10	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
9	JC594 DKNV XL REG	BLAUER 9820 TACSHELL JKT, PLUS 4660 FOR THE INNER JACKET	1		459.67	459.67
9.1	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
9.2	UA9000	VNDR SUPPLIED GARMENT ACCESSORIES	1			
9.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
9.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
9.5	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
9.6	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
9.7	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
9.8	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
9.9	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
9.10	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
10	SH5383 DKNV 30 REG	WOMENS FLEXPRO L/S SUPERSHIRT	4		69.06	276.24



Quote

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 TERRY HOSE OR LANGLEY DEAN
 HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
10.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
10.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
10.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
10.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
11	SH5383 WHT 30 REG	WOMENS FLEXPLO L/S SUPERSHIRT	1		69.06	69.06
11.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
11.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
11.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
11.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
12	SH5384 WHT 145 35	MENS FLEXPLO L/S SUPERSHIRT	1		80.51	80.51
12.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
12.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
12.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
12.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
13	SH5384 WHT 155 35	MENS FLEXPLO L/S SUPERSHIRT	1		80.51	80.51
13.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
13.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
13.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99



Quote

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 HAGERSTOWN, MD 21740

Ship To:
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 50 N BURHANS BLVD.
 TERRY HOSE OR LANGLEY DEAN
 HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
13.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
14	SH5384 WHT 16 35	MENS FLEXPRO L/S SUPERSHIRT	1		80.51	80.51
14.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
14.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
14.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
14.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
15	SH5384 WHT 16 35	MENS FLEXPRO L/S SUPERSHIRT	1		80.51	80.51
15.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
15.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
15.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
15.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
16	SH5384 WHT 16 35	MENS FLEXPRO L/S SUPERSHIRT	1		80.51	80.51
16.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
16.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
16.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
16.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
17	SH5384 WHT 16 35	MENS FLEXPRO L/S SUPERSHIRT	1		80.51	80.51
17.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
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50 N. BURHANS BLVD
ATTN: KRISTY CARROLL
HAGERSTOWN, MD 21740

Ship To:
Stewart Heckman
50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
17.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
17.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
17.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
18	SH5384 WHT 17 35	MENS FLEXPRO L/S SUPERSHIRT	1		80.51	80.51
18.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
18.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
18.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
18.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
19	SH5384 WHT 18 35	MENS FLEXPRO L/S SUPERSHIRT	1		87.36	87.36
19.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
19.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
19.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	1		2.99	2.99
19.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	1			
20	SH5787 DKNV LG 35	BLAUER FLEXPRO ARMORSKIN LS BASE SHIRT	4		69.55	278.20
20.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
20.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
20.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
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Sold To:
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50 N. BURHANS BLVD
ATTN: KRISTY CARROLL
HAGERSTOWN, MD 21740

Ship To:
Stewart Heckman
50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
20.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
21	SH5787 DKNV LG 35	BLAUER FLEXPOR ARMORSKIN LS BASE SHIRT	4		69.55	278.20
21.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
21.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
21.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
21.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
22	SH5787 DKNV LG 35	BLAUER FLEXPOR ARMORSKIN LS BASE SHIRT	4		69.55	278.20
22.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
22.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
22.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
22.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
23	SH5787 DKNV LG 35	BLAUER FLEXPOR ARMORSKIN LS BASE SHIRT	4		69.55	278.20
23.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
23.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
23.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
23.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
24	SH5787 DKNV LG 35	BLAUER FLEXPOR ARMORSKIN LS BASE SHIRT	4		69.55	278.20
24.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
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ATTN: KRISTY CARROLL
HAGERSTOWN, MD 21740

Ship To:
Stewart Heckman
50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
24.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
24.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
24.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
25	SH5787 DKNV MD 35	BLAUER FLEXPOR ARMORSKIN LS BASE SHIRT	4		69.55	278.20
25.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
25.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
25.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
25.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
26	SH5787 DKNV MD 35	BLAUER FLEXPOR ARMORSKIN LS BASE SHIRT	4		69.55	278.20
26.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
26.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
26.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
26.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
27	SH5787 DKNV XL 35	BLAUER FLEXPOR ARMORSKIN LS BASE SHIRT	4		69.55	278.20
27.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
27.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
27.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
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50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
27.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
28	SH5869 DKNV LG REG	BLAUER S/S FLEXPLO ARMORSKIN BASE SHIRT	4		63.55	254.20
28.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
28.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
28.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
28.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
29	SH5869 DKNV LG REG	BLAUER S/S FLEXPLO ARMORSKIN BASE SHIRT	4		63.55	254.20
29.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
29.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
29.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
29.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
30	SH5869 DKNV LG REG	BLAUER S/S FLEXPLO ARMORSKIN BASE SHIRT	4		63.55	254.20
30.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
30.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
30.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
30.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
31	SH5869 DKNV LG REG	BLAUER S/S FLEXPLO ARMORSKIN BASE SHIRT	4		63.55	254.20
31.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
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 TERRY HOSE OR LANGLEY DEAN
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Line	Item	Description	Qty	Retail	Your Price	Ext Total
31.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
31.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
31.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
32	SH5869 DKNV LG REG	BLAUER S/S FLEXPOR ARMORSKIN BASE SHIRT	4		63.55	254.20
32.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
32.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
32.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
32.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
33	SH5869 DKNV MD REG	BLAUER S/S FLEXPOR ARMORSKIN BASE SHIRT	4		63.55	254.20
33.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
33.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
33.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
33.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
34	SH5869 DKNV MD REG	BLAUER S/S FLEXPOR ARMORSKIN BASE SHIRT	4		63.55	254.20
34.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
34.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
34.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
Date: 09/09/2026
Sales Rep: ROBIN QUESENBERRY

Page 14 of 16
Quote Number: 39098
Quote Expiration: 10/09/2026

Sold To:
HAGERSTOWN POLICE DEPT
50 N. BURHANS BLVD
ATTN: KRISTY CARROLL
HAGERSTOWN, MD 21740

Ship To:
Stewart Heckman
50 N BURHANS BLVD.
TERRY HOSE OR LANGLEY DEAN
HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
34.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
35	SH5869 DKNV XL REG	BLAUER S/S FLEXPOR ARMORSKIN BASE SHIRT	4		63.55	254.20
35.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
35.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
35.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
35.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
36	SW4088 DKNV SM REG	BLAUER WOMENS FLEXPOR ARMORSKIN S/S BASE SHIRT	4		59.12	236.48
36.1	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
36.2	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
36.3	EN0001	CUSTOMER SPECIFIC EMBLEM APPLICATION FEE	4		2.99	11.96
36.4	EN41242	HAGERSTOWN POLICE 3X3.5 NVY/GLD/WHT/RED/BLK	4			
37	TR2057 DKNV 32 OB	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
37.1	HEM01	HEMMING	1		4.99	4.99
37.2	STR01	VAS ITEM SINGLE STRIPING	1			
37.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
38	TR2057 DKNV 32 OB	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
38.1	HEM01	HEMMING	1		4.99	4.99



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
 Date: 09/09/2026
 Sales Rep: ROBIN QUESENBERRY

Page 15 of 16
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 50 N BURHANS BLVD.
 TERRY HOSE OR LANGLEY DEAN
 HAGERSTOWN, MD 21740

Line	Item	Description	Qty	Retail	Your Price	Ext Total
38.2	STR01	VAS ITEM SINGLE STRIPING	1			
38.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
39	TR2057 DKNV 34 0B	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
39.1	HEM01	HEMMING	1		4.99	4.99
39.2	STR01	VAS ITEM SINGLE STRIPING	1			
39.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
40	TR2057 DKNV 34 0B	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
40.1	HEM01	HEMMING	1		4.99	4.99
40.2	STR01	VAS ITEM SINGLE STRIPING	1			
40.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
41	TR2057 DKNV 36 0B	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
41.1	HEM01	HEMMING	1		4.99	4.99
41.2	STR01	VAS ITEM SINGLE STRIPING	1			
41.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
42	TR2057 DKNV 36 0B	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
42.1	HEM01	HEMMING	1		4.99	4.99
42.2	STR01	VAS ITEM SINGLE STRIPING	1			
42.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
43	TR2057 DKNV 36 0B	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
43.1	HEM01	HEMMING	1		4.99	4.99



Quote

Customer: (1004236986) HAGERSTOWN POLICE DEPT
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Line	Item	Description	Qty	Retail	Your Price	Ext Total
43.2	STR01	VAS ITEM SINGLE STRIPING	1			
43.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
44	TR2057 DKNV 38 0B	MENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		89.52	89.52
44.1	HEM01	HEMMING	1		4.99	4.99
44.2	STR01	VAS ITEM SINGLE STRIPING	1			
44.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
45	TR2062 DKNV 2 0B	WOMENS 4-PKT POLYESTER TROUSERS W/TUNNEL WAISTBAND	1		91.38	91.38
45.1	HEM01	HEMMING	1		4.99	4.99
45.2	STR01	VAS ITEM SINGLE STRIPING	1			
45.3	UE889 BLK	1 INCH POLY PANT STRIPING	1			
46	TR3284 DKNV 02 REG	WOMENS APEX PANT	4		81.75	327.00
47	TR3320 DKNV 30 34	APEX PANT	4		87.88	351.52
48	TR3320 DKNV 32 30	APEX PANT	4		87.88	351.52
49	TR3320 DKNV 34 30	APEX PANT	4		87.88	351.52
50	TR3320 DKNV 34 32	APEX PANT	4		87.88	351.52
51	TR3320 DKNV 36 30	APEX PANT	8		87.88	703.04
52	TR3320 DKNV 36 32	APEX PANT	4		87.88	351.52
53	TR3320 DKNV 38 30	APEX PANT	4		87.88	351.52

This quotation is valid for thirty (30) days from the date of issuance. Pricing is subject to adjustment at any time prior to acceptance in the event of material cost increases, including but not limited to new or revised tariffs or other external economic factors beyond the control of Galls, LLC.

SUBTOTAL: 14,212.57
 SHIPPING: 710.63
 TAX.....
 TOTAL.... 14,923.20

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

**Solicitation Number: RFP #121923****CONTRACT**

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

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts 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 contracts 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 Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract or any aspect related to the anticipated work under this Contract 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 Contract 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 Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

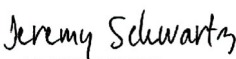
22. CANCELLATION

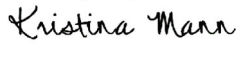
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

121923-SHI

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

DocuSigned by:

By: EA418E789F09404...
Kristina Mann
Title: Sr. Manager Contracts
Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: SHI International Corp.

Does your company conduct business under any other name? If yes, please state: New Jersey

Address: 290 Davidson Ave.
Somerset, New Jersey 08873

Contact: Tory Pubylski

Email: victoria_pubylski@shi.com

Phone: 512-983-6502

Fax: 512-983-6502

HST#: 22-3009648

Submission Details

Created On: Tuesday October 31, 2023 09:50:21

Submitted On: Tuesday December 19, 2023 15:26:51

Submitted By: Tory Pubylski

Email: victoria_pubylski@shi.com

Transaction #: bca2ca3b-8372-44f0-8925-989cf0fc15f1

Submitter's IP Address: 161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubyli, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.
2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.
3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.
4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).
5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubyli
Capture & Business Development Manager
Victoria_Pubyli@shi.com
2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached \$14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately \$100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards

- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local

Partner

- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards

- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic

Device Reseller Award

- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards

- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The

Year

- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opendgear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - \$433,524,175.00 • 2021 - \$432,367,332.00 • 2022 - \$474,912,261.00 National Cooperative • 2020 - \$117,246,848.00 • 2021 - \$242,276,114.00 • 2022 - \$428,741,315.00 National Cooperative • 2020 - \$119,276,838.00 • 2021 - \$215,559,364.00 • 2022 - \$297,216,161.00 National Cooperative • 2020 - \$49,516,736.00 • 2021 - \$98,356,960.00 • 2022 - \$162,616,951.00 National Cooperative • 2020 - \$109,667,754.00 • 2021 - \$94,519,443.00 • 2022 - \$66,158,438.00 National Cooperative • 2020 - \$105,605,584.00 • 2021 - \$106,272,231.00 • 2022 - \$36,249,883.00 National Cooperative • 2020 - \$51,110,983.00 • 2021 - \$69,945,461.00 • 2022 - \$117,824,104.00 State Contract • 2020 - \$137,405,364.00 • 2021 - \$79,536,085.00 • 2022 - \$43,431,618.00 State Contract • 2020 - \$79,162,748.00 • 2021 - \$77,934,115.00 • 2022 - \$54,871,606.00 State Contract • 2020 - \$64,141,338.00 • 2021 - \$63,818,564.00 • 2022 - \$69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - \$19,629,342.02 • 2021 - \$13,876,322.68 • 2022 - \$6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	\$8-\$32.3M	\$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	\$4-\$9.2M	\$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	\$3-\$17M	\$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	\$12-\$10.2M	\$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	\$4-\$1.5M	\$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

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.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcwell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcwell members. To remain successful for Sourcwell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team

The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives.

Public Sector Inside Team

Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales

With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.

Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.
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28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfillment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.
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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.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubylski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums.

Webinar Series

Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings:
<https://www.publicsector.shidirect.com/about/events>

SHI Resource Hub

The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts.

Social Media

In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community.

We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com.

SHI Sponsorships

In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors.

In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across:

- Television and radio
- Earned media
- Website and e-mailings
- Advertising and supporting collateral
- Hospitality
- Onsite signage

Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship.

As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners.

SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament.

When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoing at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and

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.

Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components:

- Identify current state and future state requirements with key stakeholders.
- Identify change management and communication strategy.
- Define the use case.
- Identify locations and languages.
- Assess gaps and needs for IT and end-users.
- Develop scope.
- Customize content.
- Align training with the deployment schedule.
- Launch training pilot.
- Live instructor-led training
- Power-user training
- OnDemand eLearning portal
- Application deep dive training
- Deskside training support
- VIP one-on-one training

End-User Training

SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are:

- M365
- Windows 10/11
- Microsoft Teams
- Microsoft Core Apps
- WebEx
- Google Apps
- Security Awareness

Technical Training

With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to:

- Amazon
- Cisco
- Google
- Microsoft
- VMware
- Palo Alto
- Meraki
- Nutanix
- Veeam

Professional Development for Business

In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to:

- Business Analysis
- Communication
- Leadership
- Project Management
- Agile
- ITIL

Professional Development for Educators

SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to:

- Software training for IT staff, faculty, and staff
- Hybrid teaching methods
- Blended learning
- STEM
- STEAM
- Esports
- Pedagogy
- SEL (Social and Emotional Learning)
- Accelerated Learning Recovery
- DEI (Diversity, Equity, and Inclusion)

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.

	• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.
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42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: - o High-efficiency HVAC equipment - o Energy Star equipment/appliances - o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). - o Automatic lighting controls and LED lighting throughout (Austin). - o Occupancy sensor control of lighting fixtures. - o Water-efficient and low-flow plumbing. - o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
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?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice

Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement

Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support

Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education

Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend.

Negotiation Assistance

SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print

SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services

Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services

To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services

Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability

As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcwell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.
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Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a “no returns” policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.
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52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • \$0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.
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Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional \$1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. - o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • \$1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcewell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.

- **Contact Information:** The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements

The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications

SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification

SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports

Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents

An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher.

Key elements of a EULA often include:

- **License Grant:** This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
- **Restrictions on Use:** The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.

- **Intellectual Property Rights:** The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- **Warranty and Liability:** The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- **Termination:** This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- **Privacy Policy:** The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:

- **Scope of Services:** This details the services to be provided, how they will be delivered, and the schedule for delivery.
- **Performance Metrics:** These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- **Monitoring and Reporting:** The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- **Problem Management:** This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- **Responsibilities:** The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- **Penalties and Remedies:** The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- **Confidentiality and Security:** This section outlines how the provider will protect the customer's data and ensure privacy.
- **Termination Terms:** This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work

A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:

- **Project Overview:** This provides a general summary of the project, its purpose, and objectives.
- **Scope of Work:** This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- **Deliverables:** This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- **Timeframe:** The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- **Standards and Criteria:** This section describes the quality standards or benchmarks that the work should meet.
- **Payment Terms:** This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- **Resources:** This section provides information about any resources or materials that will be needed to complete the project.
- **Responsibilities:** This outlines the roles and responsibilities of all parties involved in the project.
- **Assumptions and Constraints:** This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	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?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Full Catalog Pricing SHI is pleased to offer Sourcwell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcwell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcwell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including

the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project.

Pricing for professional technology services for a scope of work typically involves several factors:

1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required.
2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed.
3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel.
4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price.
5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made.

It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed.

Cost Savings

SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger.

SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price.

Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount.

SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.

Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.

SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and

60 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.

61 Describe any quantity or volume discounts or rebate programs that you offer.

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware

Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available.

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software

Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMS will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services

Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI's logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center) —created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:

- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center

The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center

A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.

- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members

Victoria (Tory) Pubyalski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.

To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/victoria-tory-pubyalski-604b4583/>.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/arianne-mount-2b301146/>.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/ .	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcwell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcwell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcwell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcwell and Sourcwell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping

Print - Printers, Scanners, MFDs, Toners and Supplies

Data Center - Servers and Storage, Power and Cooling, and Services:

Configuration, asset tagging, kitting, and shipping

Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software

SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring

As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:

- **Secure Governance:** In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
- **Secure Infrastructure:** SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
- **Secure Data:** SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
- **Secure People:** We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud

Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), "X" or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management

SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)

The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:

- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services

Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)

SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services

SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services

The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning

Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support

MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)

SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation

SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:

- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)

The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:

- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop

The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports

SHI's dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that's right for each organization.

STEM/STEAM

STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world's challenges and

solve real-world problems. Here are some examples of STEM technology products:

- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions

Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.

- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions

Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged "smart cities." The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI's solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

Box-Premier
 Broadcom-Elite
 Brother-Authorized Partner
 C2G-Platinum Partner
 Canon-Authorized Partner
 Carbonite-Premier Partner
 CheckPoint-Three Star National Partner
 Cisco-Gold Partner
 Citrix-Platinum Partner
 Cleartouch-Highest
 Cohesity-Strategic National Partner
 Commvault-Market Builder - Top Tier
 Cradlepoint-Premier NSP
 CrowdStrike-Elite Partner
 CyberArk-Advanced Partner
 CyberPower-Elite Partner
 Cylance-Authorized
 Datawatch-Platinum
 Delinea-Authorized Reseller
 Dell-Dell EMC Titanium Black (Authorized 15+ years)
 D-Link-Gold Level
 Druva-Elite Partner
 DynaBook-Platinum Preferred
 Eaton-Authorized Partner
 Elastic-Professional Partner
 Entrust-Professional Partner
 Epson-Epson Business First Gold Partner
 Ergotron-Gold
 Erwin-Authorized
 ESET-Silver
 Exagrid-Authorized Reseller (Highest level)
 ExtraHop Networks-Gold
 Extreme Networks (ExtremeNetworks+Aerohive)-Diamond
 F5-Platinum Partner
 Facebook Oculus-Authorized Reseller
 Forcepoint-Titanium Partner
 Forescout-Platinum
 Fortinet-Expert
 Fujitsu-Authorized Partner
 GitLab-Select Partner
 Globalscape-Authorized
 Good Technology (Blackberry)-Authorized
 Google-Premiere Partner
 GoTo-Platinum Partner
 Hewlett Packard Enterprise-Platinum Partner
 Honeywell-NBR (National Broadline Reseller)
 HP, Inc.-Power Services Partner (Authorized 25+ years)
 HPE Aruba Networking Division-Platinum Partner
 IBM Hardware-Gold
 IBM Software-Gold Business Partner
 Infocus-National Partner
 Intel-Intel Partner Alliance Titanium Member
 IPSwitch-Titanium
 Ivanti-Platinum
 Jabra-Premier Partner
 JAMF-Gold Partner
 JetBrains-Authorized
 Juniper Networks-Juniper Elite
 KEMP-Authorized
 Kingston-Authorized Reseller
 Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner
 Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+))
 Lexmark-Tier 1, Diamond Edge
 LG-Authorized Reseller
 Logic Monitor-Authorized Reseller
 Logitech-Authorized Partner
 LogMeIn-Authorized
 LogRhythm-Services Authorized Reseller (Highest Tier)
 Malwarebytes-Platinum Partner
 ManageEngine (Zoho)-Authorized
 Meraki-Gold
 MicroFocus-Platinum Partner
 Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller
 Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

GSA & DISO Authorized; Authorized Azure Expert MSP
 Mimecast-Elite Partner
 MobileIron-Iron
 Nasuni-Premier
 NetApp-Star Reseller
 Netgear -Reseller
 NetIQ (Micro Focus)-Platinum
 NetScout Systems (Arbor Networks)-Platinum
 Netwrix-Platinum Partner
 Nimble-Platinum
 Novell-Platinum Partner
 Nuance-Authorized
 Nutanix-Master Level Partner, Cloud Champion
 Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX)
 OKTA-Elite Level Partner
 Open Gear-Premier Partner (Highest level), Elite
 OpenText-Authorized Reseller
 Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum
 Paessler-Gold Partner
 Palo Alto Networks-Diamond
 Panasonic-Tier A Reseller
 Parallels-Premier
 PingIdentity-Platinum Partner
 Poly (Plantronics & Polycom)-Platinum Partner
 Progress Software (Kemp)-Titanium Authorized Partner
 Promethean-National Partner
 Proofpoint-Platinum Partner
 Pulse Secure-Authorized
 Pure Storage-Elite Partner
 Qualys-Supported Partner
 Quantum Storage-Premier Partner
 Quest-Platinum Plus Partner
 Rapid7-Gold Level Partner
 Raritan/ServerTech-Authorized Reseller
 Red Gate-Authorized
 RedHat-Red Hat Advanced Business Partner
 Ribbon Communications-Bronze
 Riverbed Technology-Elite Partner
 RSA-Titanium DMR Partner
 Rubrik-Elite Plus Partner
 Ruckus Wireless (CommScope)-Elite Partner
 Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level
 SanDisk (Western Digital)-Gold
 SAP BusinessObjects-Silver, Large Account
 Scale Computing-Platinum
 SentinelOne-Platinum Partner
 Sharp – NEC-Authorized for Sharp Electronics Display Solutions
 SilverPeak-Platinum Level
 Smarsh-Hybrid Cloud & Emerging Partner
 SolarWinds-Elite Partner
 SonicWALL-Platinum Partner
 Sony-Gold
 Sophos-Sophos Select Partner
 Spectra Logic-Elite VAR
 Splunk-Premier Partner
 StarTech-Authorized Partner
 SunOracle-Platinum
 Supermicro-Tier-1 Diamond
 Suse-Platinum Level, Specialized in Sell and Manage
 Symantec-Premier Partner
 Synology-Authorized Reseller
 Tableau-DMR Partner
 Tanium-Partner Plus
 Targus Authorized
 TeamViewer-Authorized Reseller
 TechSmith-Preferred Partner
 Tenable-Platinum Reseller
 Thales-Platinum
 Tintri-Elite Partner
 Toshiba-Platinum Preferred
 Trellix-Platinum Partner
 TrendMicro-National Channel Partner
 TrippLite-Authorized Partner
 Tripwire -Platinum Partner
 Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can be sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works

When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement. When the customer receives an email containing a renewal reminder, they are given the following three options:

- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes

In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline

The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.

- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO

In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI

We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase.
- See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information.

Order Tracking

SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices.

Returns

Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website.

Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI's Return policy.

Approval Routing

Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI's internal order processing system.

Reporting

The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system.

Customization

SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website.

Additional customization includes:

- Set up users by groups: Purchasers, IT Department, Accounting.
- Custom Checkout and Pre-loaded address list.
- Setup basic Approval Routing.
- Create custom product configurations.

Training

To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate

Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:

- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize

SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:

- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize

SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:

- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage

SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.
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Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- [Marketing Plan/Samples](#) - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- [WMBE/MBE/SBE or Related Certificates](#) - SHI Response- Sourcewell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- [Requested Exceptions](#) - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- [Upload Additional Document](#) - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- [Pricing - Category 1](#) - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 121923-SHI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: <https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector>. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 11/7/2024 | 1:00 PM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
EA418E789F09404...
Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:38 PM EST

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

Topic:

Arts & Entertainment Parking Deck Joint Repair - Witmer, LLC (Belcamp, MD) \$ 57,650.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Furnish and Install Unleaded Gasoline Dispenser Unit - Spigler Petroleum Equipment, LLC (Westminster, MD) \$ 17,795.10

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Gator HPX615E (Model Year 2027) - Deere & Company (Cary, NC) \$ 13,768.30

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

2700 E-Cut Hybrid Triplex Mower - Deere & Company (Cary, NC) \$ 54,453.75

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Bulk Road Salt - Primary Contract - Morton Salt, Inc. (Chicago, IL) \$ 91.20 Per Ton Price Delivered

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Bulk Road Salt - Secondary Contract - Eastern Salt Company, Inc. (Lowell, MA) \$ 96.90 Per Ton
Price Delivered

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Water: Vehicle Replacement-Unit 230 - Hertrich Fleet Services (Milford, DE) \$29,779.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_VEHICLE_230_REPLACEMENT.pdf
2027_Chevy_Equinox_Quote_Hetrich.pdf

VEHICLE_REPLACEMENT_FORM_UNIT_230.doc

Repair_Order_History_-_UNIT_230.pdf

Description

CONSENT VEHICLE 230
QUOTE

VEHICLE
REPLACEMENT FORM
UNIT 230

REPAIR HISTORY

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.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

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



Hertrich Fleet Services, Inc.

Hagerstown

Please note this price is good the entire 2027 model year

Vehicle: [Fleet] 2027 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP	Invoice
1PT26	2027 Chevrolet Equinox AWD 4dr LT w/2LT	\$31,000.00	\$29,574.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP	Invoice
2LT	LT Preferred Equipment Group	\$0.00	\$0.00
AR9	Seats, front bucket	\$0.00	\$0.00
EKV	Black, Cloth seat trim	\$0.00	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00	\$0.00
GAZ	Summit White	\$0.00	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00	\$0.00
MGH	Transmission, 8-speed automatic	\$0.00	\$0.00
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
RJS	Tires, 235/65R17, all-season blackwall	\$0.00	\$0.00
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum	\$0.00	\$0.00
Options Total		\$0.00	\$0.00

Price Summary

PRICE SUMMARY

Pricing per Howard Co
Contract #440000 4546

		MSRP	Invoice
Base Price	\$31,569	\$31,000.00	\$29,574.00
Total Options	+ 485 Contract	\$0.00	\$0.00
Vehicle Subtotal	-	\$31,000.00	\$29,574.00
Dealer Advertising Adjustment	- 1,500 Gov Incentive	\$0.00	\$0.00
Destination Charge		\$1,995.00	\$1,995.00
Grand Total	\$29,584	\$32,995.00	\$31,569.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 29232. Data Updated: Aug 7, 2026 1:47:00 AM UTC.

Extra Fobs \$195/each

[Signature]



CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2027
(attach to consent agenda form)

Department	<u>Utilities</u>	Division	<u>Waster</u>
Vehicle Call #	<u>230</u>	Model Yr.	<u>2018</u> Serial # <u>1C4RDJAG2JC416922</u>
Make	<u>Dodge</u>	Model	<u>Durango</u>
Vehicle Description	<u>Dodge Durango</u>		
Mileage	<u>136,000</u>	# of Service Repair Orders	<u>229</u> Repair Costs to Date <u>\$2,648.74</u>
Condition	<u>Poor</u>		

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work Hours / Age Age X

Other (please explain) Deteriorating Condition

Is Purchase an Addition to Fleet? Reason:

Disposition:

Sell at Auction: X Salvage Value: Transfer Within City:

Other:

Notes:

Date: 8/10/2026 **Report Prepared By:** Tyler Puffenberger

Unit Number	Serial	License	RO Number	Notes	Date In	Meter 1	Mech Vendor	Grand Total
230	1C4RDJAG2JC416922	09578LG	26096	COMMISSION NEW UNIT	7/3/2018		Paul Yeager	70.89
230	1C4RDJAG2JC416922	09578LG	26508	PERFORM B-PM	9/20/2018	3,377 Miles	Paul Yeager	95.07
230	1C4RDJAG2JC416922	09578LG	26868	PERFORM B-PM	11/20/2018	6,552 Miles	Paul Yeager	68.26
230	1C4RDJAG2JC416922	09578LG	27149	PERFORM B-PM	1/24/2019	9,989 Miles	Paul Yeager	81.63
230	1C4RDJAG2JC416922	09578LG	27443	PERFORM B-PM	3/20/2019	13,073 Miles	Paul Yeager	40.95
230	1C4RDJAG2JC416922	09578LG	27703	PERFORM B-PM	5/3/2019	16,367 Miles	Paul Yeager	59.79
230	1C4RDJAG2JC416922	09578LG	28179	PERFORM B-PM	8/21/2019	19,497 Miles	Paul Yeager	42.57
230	1C4RDJAG2JC416922	09578LG	28492	PERFORM B-PM	10/29/2019	22,514 Miles	Paul Yeager	42.95
230	1C4RDJAG2JC416922	09578LG	28771	PERFORM B-PM	1/2/2020	25,481 Miles	Paul Yeager	41.33
230	1C4RDJAG2JC416922	09578LG	29018	PERFORM B-PM	3/3/2020	28,914 Miles	Paul Yeager	96.80
230	1C4RDJAG2JC416922	09578LG	29249	PERFORM B-PM	4/30/2020	32,264 Miles	Paul Yeager	42.95
230	1C4RDJAG2JC416922	09578LG	29463	PERFORM B-PM	6/30/2020	35,212 Miles	Paul Yeager	41.33
230	1C4RDJAG2JC416922	09578LG	29773	PERFORM B-PM	9/17/2020	38,699 Miles	Paul Yeager	96.47
230	1C4RDJAG2JC416922	09578LG	30045	PERFORM B-PM	12/2/2020	42,065 Miles	Paul Yeager	77.86
230	1C4RDJAG2JC416922	09578LG	30236	PERFORM B-PM. ROTATE TIRES	2/5/2021	45,319 Miles	Paul Yeager	43.60
230	1C4RDJAG2JC416922	09578LG	30445	PERFORM B-PM	4/20/2021	49,327 Miles	Paul Yeager	41.98
230	1C4RDJAG2JC416922	09578LG	30645	PERFORM B-PM	7/8/2021	52,679 Miles	Paul Yeager	41.98
230	1C4RDJAG2JC416922	09578LG	30849	PERFORM B-PM	9/21/2021	56,221 Miles	Paul Yeager	50.56
230	1C4RDJAG2JC416922	09578LG	31007	PERFORM B-PM	11/24/2021	59,292 Miles	Paul Yeager	48.42
230	1C4RDJAG2JC416922	09578LG	31127	PERFORM B-PM	2/1/2022	62,623 Miles	Paul Yeager	48.42
230	1C4RDJAG2JC416922	09578LG	31272	PERFORM B-PM	4/5/2022	65,904 Miles	Paul Yeager	50.56
230	1C4RDJAG2JC416922	09578LG	31441	PERFORM B-PM	6/9/2022	69,053 Miles	Paul Yeager	45.63
230	1C4RDJAG2JC416922	09578LG	31710	PERFORM B-PM	10/18/2022	72,859 Miles	Paul Yeager	48.42
230	1C4RDJAG2JC416922	09578LG	32022	PERFORM B-PM	12/20/2022	75,908 Miles	Paul Yeager	48.42
230	1C4RDJAG2JC416922	09578LG	32210	PERFORM B-PM. REPLACE BRAKE PADS	2/22/2023	79,327 Miles	Paul Yeager	116.87
230	1C4RDJAG2JC416922	09578LG	32318	WIPER BLADES	2/17/2023		HAGERSTOWN AUTO	26.13
230	1C4RDJAG2JC416922	09578LG	32321	BRAKE PADS	2/22/2023		HAGERSTOWN AUTO	125.98
230	1C4RDJAG2JC416922	09578LG	32584	PERFORM B-PM	5/3/2023	82,541 Miles	Paul Yeager	50.56
230	1C4RDJAG2JC416922	09578LG	32946	PERFORM B-PM	7/19/2023	86,090 Miles	Paul Yeager	48.42
230	1C4RDJAG2JC416922	09578LG	33144	PERFORM B-PM	9/19/2023	89,112 Miles	Paul Yeager	48.42
230	1C4RDJAG2JC416922	09578LG	33352	PERFORM B-PM	11/27/2023	95,623 Miles	Elmer Poffenberger	61.39
230	1C4RDJAG2JC416922	09578LG	33806	PERFORM B-PM	3/26/2024	98,756 Miles	Elmer Poffenberger	46.38
230	1C4RDJAG2JC416922	09578LG	34171	PERFORM B-PM	5/29/2024	101,939 Miles	Daniel Craigie	48.42
230	1C4RDJAG2JC416922	09578LG	34598	PERFORM B-PM	9/18/2024	106,312 Miles	Ethan Howe	50.56
230	1C4RDJAG2JC416922	09578LG	34982	PERFORM B-PM. NEW DOOR DECALS	12/4/2024	109,593 Miles	Daniel Craigie	48.42
230	1C4RDJAG2JC416922	09578LG	35313	PERFORM B-PM	2/25/2025	113,516 Miles	Daniel Craigie	50.56
230	1C4RDJAG2JC416922	09578LG	35658	PERFORM B-PM. ROTATED TIRES	5/1/2025	117,187 Miles	Daniel Craigie	50.56
230	1C4RDJAG2JC416922	09578LG	36089	PERFORM B-PM	8/13/2025	121,346 Miles	Ethan Howe	103.76
230	1C4RDJAG2JC416922	09578LG	36444	PERFORM B-PM	10/13/2025	124,624 Miles	Elmer Poffenberger	52.94
230	1C4RDJAG2JC416922	09578LG	36770	PERFORM B-PM	12/11/2025	127,743 Miles	Ethan Howe	73.80
230	1C4RDJAG2JC416922	09578LG	37199	PERFORM B-PM. REPLACE ENGINE AND CABIN AIR FILTERS AND SERPENTINE BELT.	3/13/2026	131,152 Miles	Paul Yeager	165.63
230	1C4RDJAG2JC416922	09578LG	37596	PERFORM B-PM	5/18/2026	134,512 Miles	Daniel Craigie	113.10

2,648.74

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

Topic:

Water & Wastewater: Underground Infrastructure Marking ~ USIC Locating Services
(Indianapolis, IN) \$208,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_USIC_LINE_MARKING.pdf

USIC_Contract_Extension_FY27.pdf

BID_APPROVAL_LETTER_2023.pdf

Description

CONSENT USIC

USIC CONTRACT
EXTENSION

BID APPROVAL

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: www.hagerstownmd.org

March 26, 2026

Bryon Mercer
USIC Locating Services, LLC
1737 W Trindle Rd
Carlisle, PA 17015

Re: B1773.23 Underground Electric Infrastructure Locating and Marking

Mr. Mercer,

The purpose of this letter is to thank you for your interest in the above referenced proposal and to inform you that the contract is being renewed for another fiscal year at the mutual consent of the City of Hagerstown and USIC Locating Services, LLC (pending Mayor and Council approval on or before June 23, 2026). This is an official notice of the contract extension, not a Purchase Order.

This contract is valid for the period of July 1, 2026 thru June 30, 2027. The City reserves the right to extend this contract on a year-to-year basis subject to the mutual consent of the City of Hagerstown and USIC Locating Services, LLC. This is year one (1) of two (2) possible extensions.

Please provide the following to proceed with the contract:

- Current Certificate of Insurance naming the City of Hagerstown as an additional insured

Pricing provided by USIC Locating Services, LLC is attached to this award letter.

Once again, thank you for your interest in this bid. If you have any questions, please feel free to contact me at 301-739-8577, ext. 188.

Sincerely,

Tyler French

Tyler French
Procurement Administrator



Bid No. B1773.23 Underground Electric Infrastructure Locating & Marking
FY27 Pricing (July 1, 2026 – June 30, 2027)

Company Name: USIC

Pay Item	Description	Unit Cost
1	Water Per Ticket	\$23.95
2	Sewer Per Ticket	\$23.95
3	Electric Per Ticket	\$20.53
4	Site Visit	\$7.21
5	After Hours	\$68.41
6	Quarter Hour after 30 minutes of locating *Billed in quarter hour increments	\$18.80



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: www.hagerstownmd.org

March 6, 2023

Jason Weigel, Business Development Executive
USIC Locating Services, LLC
9045 N River Rd, Suite 200
Indianapolis, IN 46240

Re: B1773.23 Underground Electric Infrastructure Locating and Marking

Mr. Weigel,

The purpose of this letter is to thank you for your interest in the above referenced bid and to inform you that this contract is being awarded to USIC Locating Services, LLC. This is an official notice of award, not a Purchase Order.

Pricing submitted by USIC Locating Services, LLC is attached to this award letter.

Once again, thank you for your interest in this bid. If you have any questions, please feel free to contact me at 301-739-8577, ext. 188.

Sincerely,

Tyler French
Procurement Administrator



Bid No. B1773.23
Underground Electric Infrastructure Locating & Marking
Bid Submittal Form

Company Name: USIC Locating Services, LLC

Pay Item	Description	Unit Cost	Estimated quantity per Month	Total Cost
1	Normal locations, including insufficient Notice Locations	\$ 18.00	150	\$ 2,700.00
2	No Conflict, including insufficient Notice Locations	\$ 5.00	450	\$ 2,250.00
3	Business Day Emergency Locations	\$ 60.00	15	\$ 900.00
4	Non-Business Day Emergency Locate Requests	\$ 60.00	15	\$ 900.00

Chuck Adams, Chief Commercial Officer
NAME/TITLE

9045 N River Road, Suite 200
ADDRESS

Indianapolis, IN 46240
CITY/STATE/ZIP

(317) 575 - 7904
PHONE NUMBER

sales@usicllc.com
EMAIL

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

Topic:

Wastewater: Wastewater Treatment Plant Demolition Project - A-Zone Environmental Services, LLC (Kearneysville, WV) \$433,550.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_WASTEWATER_TREATMENT_PLANT_DEMO_PROJECT_09222026.pdf	CONSENT A-ZONE WWTP DEMO PROJECT
B1880.26_Bid_Tabulation_Report.pdf	BID TAB
Bid_Evaluation_-_Demo_Project.pdf	BID EVALUATION

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

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(2) Purchasing Agent <u>COMMENTS</u> Signature / Date	Signature / Date
(3) Chief Financial Officer <u>COMMENTS</u> Signature / Date	Signature / Date
(4) City Administrator <u>COMMENTS</u> Signature / Date	Signature / Date

**City Of Hagerstown
Finance Department
Tabulation Report**

Title:
No:
Deadline Date/Time:
Contact Person:

Hagerstown Wastewater
Treatment Plant Demolition
Project
B1880.26
7/13/26 @ 2:00PM
Tyler French

Company Name	Modulus, LLC	Ridgeline Industries Bid	A-Zone Environmental Services	Blue Rock Remodeling Inc
Complete work, except as included in other items below	\$90,100.00	\$171,278.00	\$253,776.00	\$163,000.00
Alternate A (Add) Demolition of Water Softeners, Makeup Water Pumps, and Associated Appurtenances (Located in Operations Building, Polymer Feed Room)	\$7,720.00	\$11,256.00	\$4,801.00	\$8,000.00
Alternate B (Add) Demolition of Digester Gas Condenser (Located in Operations Building, Sanitary Grinder Pump Room)	\$9,840.00	\$12,455.00	\$5,964.00	\$12,000.00
Alternate C (Add) Demolition of Sodium Hypochlorite Tank and Pumps (Located in BNR Control Building, Sodium Hypochlorite Room)	\$13,100.00	\$19,467.00	\$13,043.00	\$25,000.00
Total for All Lump Sum Allowances	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Total Cost	\$220,760.00	\$314,456.00	\$377,584.00	\$308,000.00
Vendor Forms	Yes	Yes	Yes	Yes
Addendum I	Yes	Yes	Yes	Yes
Addendum II	Yes	Yes	Yes	Yes

	Modulus	Ridgeline	A-Zone	Blue Rock
Price	\$220,760	\$314,456	\$377,584	\$308,000
Bond	\$11,038	\$15,723	\$18,879	\$15,400
Price Points	50	35	29	36
Experience Points	10	10	20	0
Safety Points	10	10	15	10
Subcontractors Points	10	10	15	15
Total	80	65	79	61
Bid Form	X	X	X	X
Bid Bond	X	X	X	X
Insurance	X	X	X	X
Subcontractors	Self perform	Self perform	Electrical and Mech	Mech
Proof of Company License in MD	X	X	X	X
		Minimal descriptions of work.		
Project Experience	X	No chemical experience listed.		No relevant experience
Personnel Experience	none given	X	X	none given
Present Commitments	none given	X	X	X
Financial Data	none given	X	X	X
Schedule			X (30 days)	
Confirm pre-bid attendance		Yes	Yes	
Notes	Did not include personnel experience. Is this required? Local WWTP experience Self-perform all work Financial Data??? Present Commitments???		Experience shows chemical remediation No website to confirm information	Bid security not signed by Blue Rock No wastewater plant experience or industrial experience
Questions:	Do we want to reach out to references? Yes. BV to check references for A-Zone Did any of these companies have predetermined disposal sites? BV to confirm with A-Zone details of disposal. Confirm electrical trade certifications. A-Zone only one to have electrical subcontractor.			

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

Topic:

Wastewater: WWTP Wet Well Flygt Mixer Repair - Hills Industrial (Linwood, MD) \$12,807.76

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_FLYGT_MIXER_REPAIR_09222026.pdf

QUOTE_HILLS_FLYGT_MIXER_REPAIR.pdf

Description

CONSENT HILLS IND
FLYGT MIXER REPAIR

QUOTE HILLS IND
FLYGT MIXER

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Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: repairs@hillsindustrial.com

Job Estimate

Job No:	077872
Date:	8/24/2026
Page:	1 of 2

Sold To:	Customer Number: 002633 CITY OF HAGERSTOWN 1 E FRANKLIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000	Ship To:	Ship To Number: 000001 CITY OF HAGERSTOWN WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740 Phone: 301-739-8577
-----------------	---	-----------------	---

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
077872	07/28/26	013	Pump Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	97049

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data: Pump brand:Flygt, HP/RPM/Fr:15/600, Pump mod:4660.412-0205, Pump Ser:4660.412-2510057		
1.0	RI15	WASH AND BAKE	15.00	15.00
1.0	MPSL11-130	OVERLOADS	81.84	81.84
1.0	8162300	BASIC REPAIR KIT	6,890.00	6,890.00
1.0	5188902	FLS LEAK DETECTOR	488.80	488.80
1.0	7241601	OIL HOUSING	1,073.80	1,073.80
3.0	MPCSW21	CHEVRON SUPERLA WHITE OIL(FOOD GRADE)	11.73	35.19
0.8	W-OIL	OIL DISPOSAL FEE, PER GALLON	4.17	3.13
1.0	MACH.1	MATERIAL TO REPAIR MECAHNICAL SEAL SURFACE	50.00	50.00
		INBOUND FREIGHT		125.00
1.0	MPSP1	SHOP SUPPLIES	15.00	15.00
		MACHINE SHOP LABOR TO REPAIR SEAL SURFACE		780.00
		DISASSEMBLY LABOR		455.00
		LABOR TO INSTALL NEW OVERLOADS / REPAIR ASSEMBLE AND TEST		2,795.00
		1-3 WEEKS DELIVERY FOR PARTS ARO		
		REUSE CORD PER CUSTOMER		
		New Unit Replacement Price	48,068.60	
		***** Repair SAVINGS *****	35260.84	

Repair estimate valid for 60 calendar days from the above date.

Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Est. Total:	Continued...
--------------------	--------------

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ Date: _____
Based on our Terms and Conditions.



Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: repairs@hillsindustrial.com

Job Estimate

Job No:	077872
Date:	8/24/2026
Page:	2 of 2

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	CITY OF HAGERSTOWN 1 E FRANKLIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000		CITY OF HAGERSTOWN WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740 Phone: 301-739-8577

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077872	07/28/26	013	Pump Three Phase		NET 30 DAYS
Purchase Order:		PO Release:		Misc Number:	97049

QTY	Item Number	Description/Notes	Unit Price	Extended
		THERE WILL BE A 3% SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS		

Repair estimate valid for 60 calendar days from the above date.
Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Est. Total:	12807.76
--------------------	----------

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____
Based on our Terms and Conditions.



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

Topic:

Wastewater: Liquid Oxygen Supply Contract Renewal - AirGas USA, LLC (Horsham, PA)
\$29,040.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

CONSENT_LIQUID_OXYGEN_CONTRACT_EXTENSION_FY_27.pdf	CONSENT LIQUID OXYGEN FY27
BID_TAB_B1798.24.pdf	BID TAB
Bid_sheet_2026.pdf	BID SHEET FY27
Contract_terms.pdf	CONTRACT TERMS

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**City Of Hagerstown
Finance Department
Tabulation Report**

Title: Liquid Oxygen Supply
No: B1798.24
Deadline Date/Time: 10/27/23 @ 2:00 PM
Contact Person: Tyler French

Company Name:	Air Products	Linde Inc	Airgas USA LLC	Roberts Oxygen Company, Inc
Total Bid (Items 1 and 2)	\$24,900.00	\$21,900.00	\$24,340.00	\$36,400.00
Vendor Forms	Yes	Yes	Yes	Yes
Addendum I	Yes	Yes	Yes	Yes
Addendum II	Yes	Yes	Yes	Yes

Bid No. B1798.24 Liquid Oxygen Supply
 FY27/FY28 Pricing (November 16, 2026 – November 15, 2027)

Company Name: AIRGAS USALLC.

Pay Item	Quantity	Unit	Extended Price
Emergency equipment mobilization	1	per mobilization	\$5,800.00
Emergency tank and appurtenances equipment lease	1	per day	\$400.00
Emergency Labor rates (provide detail on a separate sheet with <u>all</u> titles and hourly rates)		per hour	\$180 \$270
Necessary Materials Mark-up Rate		% Per Item	20 %

Pay Item (Basis of Award)	Quantity	Unit	Extended Price
1. SCADA system with installation, one time	1	LS	\$880.00
2. Delivery of liquid oxygen, all fees included (based on the annual estimated usage)	1	per 1,000 scf	\$13.20 /1,000 scf
TOTAL BID (Total items 1 and 2)			

BID B1798.24**Liquid Oxygen Supply****SUPPLEMENTAL GENERAL CONDITIONS AND TERMS**

The City of Hagerstown is seeking contract pricing for the supply, delivery, and monitoring of liquid oxygen to the Hagerstown Wastewater Treatment Plant (WWTP). The estimated annual liquid oxygen usage is 2,200,000 scf (18,000 gal). The liquid oxygen tank is an emergency supply for the WWTP and usage may increase drastically and/or suddenly.

The successful responsive bidder will be responsible for the following:

- Installation of a new standalone SCADA system to monitor the liquid oxygen tank level; SCADA will be owned and maintained by the contracted supplier and not tied in to the City's system
- monitoring and maintenance of the tank level
- supply and delivery of liquid oxygen to the tank
- provide service, repairs, and materials as needed to maintain safe liquid oxygen supply tank and ancillary equipment operation
- and providing and mobilizing emergency supply equipment in the event that the equipment at the WWTP cannot be used.

There will be a mandatory site visit on Tuesday, October 10, 2023 at 10:00 AM. Bid submissions will be accepted only from those offerors whose company is represented at the site visit. Offerors arriving at the site visit more than five (5) minutes late will not be recorded as in attendance and will be unable to submit a bid. Attendees must also bring protective equipment (PPE) to the site visit (i.e. hard hat, safety glasses, close-toed shoes, and long pants). Questions will not be answered during the site visit. All questions and inquires shall be submitted to Tyler French (tfrench@hagerstownmd.org) before the question deadline (Thursday, October 12, 2023 at 3:00PM). The City of Hagerstown will accept bids for liquid oxygen supply services at the Hagerstown WWTP for a three (3) year period beginning November 16, 2023 through November 15, 2026, with the option of two (2) consecutive one (1) year extensions, per the attached instruction and specifications to Bidders.

1. Initial Contract will be for a three (3) year period: November 16, 2023 through November 15, 2026. (Prices, fees and/or rates may be adjusted once per year during the duration of this contract if mutually agreed up on by the Contractor and the City).
2. Successful responsive bidder must provide proof of General Liability Insurance and Workmen's Compensation Insurance, per the City's Insurance Requirements for Independent Contractors.
3. The City reserves the right to extend this Contract on a year-to-year basis with the successful responsive bidder, for up to two (2) additional consecutive one (1) year periods subject to the mutual consent between the City and the successful Proposer. The City will notify the Contractor at least sixty (60) days prior to expiration date of the Contract should they wish to renew for each additional term.
4. By the submission of a Bid, the Contractor agrees to perform all work as specified and contained within this Bid document.
5. The Contract may be canceled by the City with thirty (30) days written notice, with cause, with full refund of any pre-paid fees, by the Vendor of record.
6. The City reserves the right, to discuss and increase or decrease the scope of work and

BID B1798.24**Liquid Oxygen Supply****SUPPLEMENTAL GENERAL CONDITIONS AND TERMS (Continued)**

related Fee Schedules accordingly. Fee Schedules shall remain firm for each twelve (12) month Contract term. The City must receive sixty (60) days advance notice of a proposed increase in fees.

7. The total annual charges are not guaranteed.
8. Bids must be valid for a period of ninety (90) days from date of bid opening.
9. Bidders must clearly list all exceptions to scope of work or terms and conditions.
10. Invoicing must be submitted at the completion of each month of work.
11. A minimum of three (3) references must be supplied with each Bid to include: Name of Business References, Contact Person, Address and Phone Number. Reference must be applicable to the liquid oxygen monitoring, supply, and delivery services requested in this Bid.
12. Each Bidder must have adequate qualified personnel, service technicians, and possess any required certification(s) required for the performance of this contract.
13. Each Bidder must possess all ancillary equipment relative for routine service and emergency services.
14. All personnel must be employees of the contracted company and able to produce and/or display identification at all times. Subcontracting is generally discouraged, but in certain situations may be allowed. In this case subcontractors must be approved by the City in advance and are required to meet all contractual and regulatory requirements and qualifications.

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

Topic:

Wastewater: Cyber Security Upgrades - AutomaTech, Inc (Plymouth, MA) \$25,080.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_CYBER_SECURITY_AUTOMATECH.pdf

PROPOSAL_DETAILS.pdf

QUOTE.pdf

Description

CONSENT
AUTOMATECH
CYBERSECURITY
PROPOSAL DETAILS
QUOTE

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COMMENTS

Signature / Date

Signature / Date

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COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Professional Services

Explanation of Services

Project Name: P-2026-000x-01

Date: August 31, 2026

Company: Hagerstown Sanitation Department

Fortinet Project Manager/Scoping Engineer: Cindy Rushin/Michael Olofson

Hagerstown Contact/Engineer: Duane Bartles

1. OVERVIEW

Hagerstown has initiated a project with Fortinet Professional Services to implement FortiAnalyzer, FortiAuthenticator, FortiPAM, and a FortiExtender, while leveraging the existing FortiGate and FortiSwitch infrastructure already in production. FortiAnalyzer will be integrated with the current FortiGate and switch environment to provide centralized logging, reporting, alerting, and event monitoring. FortiAuthenticator will support multi-factor authentication capabilities using FortiToken licenses, and FortiPAM will provide centralized privileged access management, credential protection, and controlled administrative access for critical systems and devices.

The engagement is designed to support the customer's ongoing efforts to improve security following recent cybersecurity concerns and to further mature the security architecture protecting the wastewater facility's OT environment. FortiPAM and FortiAuthenticator will help introduce stronger authentication and role-based access controls for administrators, operators, vendors, and support personnel, while the FortiExtender will provide a secondary internet connectivity path through cellular service for business continuity and network resiliency.

Knowledge transfer will be interactive throughout the course of the project, with the identified point of contact at Hagerstown, which will allow the opportunity to understand the process of what is being done. It is not a separate activity, nor specific outcome. Asking questions during the course of the delivery is very much encouraged. We offer the ability to provide copies of the recorded sessions at the request of the customer, but they must be requested at the start of each session and are not guaranteed.

Hagerstown will be installing and Fortinet will configure:

- 1 x FAZ VM
- 1 x FAC VM
- 1 x FPM VM
- 1 x FEX 511G
- 2 x FortiGate 201G

2. PROJECT LOGISTICS & TASK LIST

- 6 days remote support
- All work will be performed remotely during standard business hours
- One Professional Service Engineer

Engagement Kickoff Meeting

- Review Explanation of Services document
- Understand network topology and requirements
- Question and answer

FortiAnalyzer VM

- Configure FortiAnalyzer system settings:
 - Allocated CPU, virtual disks, and memory
 - Basic IP connectivity (management interface IP addresses, default route, etc.)
 - DNS and NTP integration
 - Time zone, time, and date
 - FortiGuard settings

- Product registration, FortiGuard subscriptions, and supplemental entitlement licenses
- Admin settings and profiles
- Remote authentication service for administration
- Administrator accounts
- Management access
- Analyzer/Collector mode operations
- ADOM operations to support:
 - 2 FortiGate 200Gs
 - FortiPAM
 - FortiAuthenticator
- Log file size rolling
- Log retention policy
- Mail server integration
- Up to 4 ADOMs
- Register up to 2 devices
- Storage quotas for 4 ADOMs
- 1 Report auto-generation schedules
- Up to 2 built-in reports using built-in SQL queries, tables, and macros:
 - Configure auto-report generation schedule and email distribution
- Up to 2 event handlers for:
 - Event alerting using email
- Test and verify functionality
- Knowledge transfer of all work performed

FortiAuthenticator VM

- Configure the following:
 - Basic IP connectivity (interfaces, routing)
 - System settings
 - DNS
 - NTP
 - SMTP Server for token deployment
 - Apply license files
 - Set hostname
 - Create device FQDN and register in DNS
 - Enable and configure configuration auto backup
 - Configure SNMP
- Integration with a single domain
 - Create LDAP connection
- 2 Factor Authentication
 - Import new FortiToken Licenses
 - Transfer existing FortiTokens
 - Verify successful integration
 - Document FortiToken provisioning process
- User groups as needed
 - Remote device access
- Add two Fortinet devices as Radius clients if required
- User groups as required
 - Create Remote User Sync rules as needed to populate groups
- External logging to FortiAnalyzer
- Knowledge transfer of all work performed

FortiPAM VM

- Assist in installing FortiPAM VM in non proxy mode using the latest recommended code version
- Configure FortiPAM system settings:

- Allocated CPU, virtual disks, and memory
- Basic IP connectivity (management interface IP addresses, default route, etc.)
- DNS and NTP integration
- Time zone, time, and date
- FortiGuard settings
- Product registration, FortiGuard subscriptions, and supplemental entitlement licenses
- Admin settings and profiles
- Remote authentication service for administration RADIUS
- Administrator accounts
- Email server integration for alerting and approval
- External syslog server
- Configure remote authentication services for users utilizing the Customers existing Microsoft NPS as a RADIUS server
- Configure up to 5 initial remote users with authentication for the following access levels including:
 - Administrator
- Configure 2 user groups
- Configure 2 roles for internal and external administrators
- Configure 2 initial folders for external only administrator access and internal administrator access
 - Access may be shared across folders as needed
- Configure up to 5 initial secrets for up to Windows servers including:
 - Up to 2 initial secret profiles
 - Secret templates as needed
- Discuss and implement an example tiered approval request for discussed administrators
- Create an initial approval profile as a working example for the resources discussed
- Discuss and review common monitoring, logging, and reporting operations for:
 - Secret access
 - Remote access to secured resources
 - Password changes
- Review and perform additional device hardening of FortiGate firewalls
- Test and tune FortiPAM solution as needed
- Knowledge transfer of common operational tasks

FortiExtender 511G

- Verify what modem and ISP will be used
- Initial Configuration of FortiExtender
- Upgrade the firmware to the latest supported GA build
- Set up the POE if required
- Configure the FortiExtender and modem settings
- Configure the FortiGate to support the FortiExtender
- Provide cutover/deployment support to troubleshoot connectivity/functionality issues

FortiGate 200G x 2

- Configure logging to FortiAnalyzer
- Configure FortiAuthenticator RADIUS for administration
- Configure secondary internet circuit using FortiExtender

3. RESPONSIBILITIES & KEY ASSUMPTIONS

Through experience, Fortinet has learned that the quality of its services is greatly impacted by customer participation. Accordingly, Hagerstown will provide all information, support, approvals and resources needed by the Fortinet team in a timely fashion to successfully complete the engagement.

Hagerstown will be responsible for:

This Explanation of Services is to be used as a guideline only. This document does not express or imply that all items within will be completed during the Professional Services engagement.

- Providing an onsite technical resource to provide systems access and remote hands as needed.
- Existing network diagram containing networks/devices in scope with IP addresses and interfaces defined and labeled
- Providing current firewall configuration
- Providing acceptance test plan
- Performing testing pre and post engagement
- Arranging and complying with Hagerstown maintenance windows and processes
- Ensuring all required licenses have been purchased and have been installed
- Racking, powering and cabling all devices within scope to be completed prior to the start of this project
- Completing the steps outlined in the product specific Quick Start Guide, located at <https://docs.fortinet.com/>, prior to the start of this project
- Allowing time for proper burn in of devices once powered – 24 hours minimum

Any schedule changes, requested by Hagerstown, requires advance notification in writing to Fortinet or the Service will be deemed delivered in accordance with the following terms:

- a) Cancellation or reschedule for Services to be delivered during business hours, with less than 2 business day notice, before the start of the first consecutive day, will be charged in full, up to a quantity of 5 days of Professional Services.
- b) Cancellation or reschedule for Services to be delivered outside of business hours (i.e. nights and weekends), with less than 3 business day notice, before the start of the first consecutive day, will be charged in full, up to 5 days of Professional Services.

Fortinet's key assumptions in staffing, scheduling, scoping, and pricing this engagement:

- Out of scope for this project:
 - Configuration of non-Fortinet equipment
 - Physical installation of devices: Racking, stacking, cabling, mounting
 - Customized documentation specific to this project
 - Any work performed outside of standard business hours
- Quoted days will be delivered consecutively unless alternate arrangements have been made
- Per Day is defined as (up to and not to exceed) 8 consecutive hours per day
- Services are delivered in 1 day increments only, scheduling of any work on any day constitutes a day of Professional Services delivery even when scheduled work is less than 8 hours
- Unless specifically stated on the EOS and accompanied by the order of "afterhours add-on SKU", all services shall be delivered during local standard business hours.
- All Services are delivered on scheduled PS days as agreed to with the Delivery Program Manager. The assigned PS Engineer will not be available during unscheduled days (ie: when the days are not scheduled consecutively.)
- This is a time-based engagement. Additional time must be purchased by Hagerstown if services are needed beyond the time period purchased.
- All Services are delivered in English, unless otherwise explicitly stated in this document
- All Services are delivered remotely, unless otherwise explicitly stated in this document

4. **ESTIMATED LEVEL OF EFFORT**

Time and materials:

Part Number	Description:	Amount
FP-10-PS001-801-01-01	Remote Professional Services Engineer	6

Please note: These are contract based days. If all days are not used/required for this engagement they can be "banked" and used up to one year from the date of purchase.

This Explanation of Services is to be used as a guideline only. This document does not express or imply that all items within will be completed during the Professional Services engagement.

QUOTATION

AutomaTech, Inc.
138 Industrial Park Road
Plymouth, MA 02360
US
(508) 830-0088



Quote Number	
11140001	
Quote Date	Page
09/04/2026	1 of 1

Quote Expires On: 09/18/2026

BILL TO:

City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740
US

SHIP TO:

City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740
US

0

Requested By: Duane Bartles

Customer ID: 888241

Project Ref: 26/27 Fortinet

PO Number		Carrier Name	Sales Rep
		Special - Email	Diego Quintana

Ln#	Quantity		UOM	Item ID Item Description	Unit Price	Extended Price
	Ordered	Remaining				
1	6.00	6.00	EA	FP-10-PS001-801-01-01 Fortinet Professional Services: Remote Professional Services per EOS	4,180.0000	25,080.00

Total Lines: 1

SUB-TOTAL: 25,080.00
TAX: 0.00
AMOUNT DUE: 25,080.00
U.S. Dollars

Due to the current global supply chain challenges, pricing on hardware quotes is valid for 14 days. Software quotes are valid for 30 days. Pricing and availability are subject to change without notice. Once confirmed hardware orders may be non-cancelable, non-returnable or may be subject to a cancellation fee. Invoices paid with credit card will be subject to a 5% fee. Fee may be waived if invoice is paid at time of order.

Payment Terms: Net 30
F.O.B.: Origin

Quoted By: BRIANMCCARTHY
Email: BrianMcCarthy@automatech.com

Freight & taxes not included. Orders ship FOB Factory.
Standard Terms & Conditions apply to this order:
<https://automatech.com/wp-content/uploads/AutomaTech-Standard-Terms-and-Conditions-of-Sale-June-2026.pdf>



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

Topic:

Introduction of an Ordinance: Land Management Code Annual Amendments

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2026_0922_RS_Introduction_of_an_Ordinance_-_LMC_Annual_Amendments_Full_Document.pdf

Description

Introduction of an Ordinance: Land Management Code Annual Amendments

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: September 22, 2026

TOPIC: Introduction of an Ordinance: Amend the City Code by Repealing and Re-enacting Chapter 140, the Land Management Code to Incorporate An Annual Program of Amendments

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend the City Code by repealing and re-enacting Chapter 140, Land Management Code. The re-enacted Land Management Code includes a collection of annual revisions for 2025 and 2026 finalized by the Mayor and City Council. This re-enacted version of the Land Management Code shall be known as version 3.13.

DATE OF INTRODUCTION: 09/22/2026

DATE OF PASSAGE: 10/27/2026

EFFECTIVE DATE: 11/26/2026

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, BY REPEALING AND RE-ENACTING CHAPTER 140, LAND MANAGEMENT CODE, TO INCORPORATE A PACKAGE OF ANNUAL REVISIONS FOR 2025-2026.

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 a package of amendments to the Land Management Code to better protect our neighborhoods and facilitate desirable use and development of land within the City of Hagerstown; 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 a package of twenty-five revisions for 2025-2026, 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 by deleting and repealing Chapter 140, Land Management Code, version 3.12, as revised.
2. The Code of the City of Hagerstown be and is hereby amended by adding thereto a new chapter, to replace Chapter 140 hereinabove repealed, to be Chapter 140, Land Management Code, to read as follows:

(See Attached Text of Chapter 140)

3. This ordinance shall become effective immediately upon the effective date of this Enacting Ordinance.

4. This revised and amended code in its entirety shall be known as version 3.13.

5. Staff is authorized to review this text and verify that all cross-referencing and outline structure that appeared in the version repealed is unaffected, and where cross-references carried forward from the repealed version are found to be affected, correct affected references without affecting content of the Chapter.

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: September 22, 2026

Date of Passage: October 27, 2026

Effective Date: November 26, 2026



2026 LAND MANAGEMENT CODE AMENDMENT PROPOSALS

ZT-2026-02 Annual Comprehensive Updates Package

RESULTING FROM MAYOR AND CITY COUNCIL HEARING HELD ON AUGUST 25, 2026
AND DIRECTED BY THE ELECTED BODY TO INTRODUCE VIA ORDINANCE ON SEPTEMBER 8, 2026

FOR ADDITIONAL INFORMATION, CONTACT THE PLANNING STAFF AT:
PLANNING@HAGERSTOWNMD.ORG
OR
301-739-8577, EXTENSION 138

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-01	Is this a new issue or one previously discussed?	---
Version: 2	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Update all references of “Planning and Code Administration” to “Department of Planning and Economic Development.”		
Justification: The Planning and Code Administration Department no longer exists.		

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

Article 1, Section A (page 1-1) Example provided.

Title. This Chapter is known and may be cited as the “Land Management Code.” Individual Articles of this Chapter may be cited as the “Ordinance” it is crafted to govern, as described in each Article. This Chapter includes both the text of the regulations and the Zoning Map of the City of Hagerstown, as maintained by the ~~Planning and Code Administration Department~~. **Department of Planning and Economic Development (hereinafter “the Department”).**

All references after the initial will just refer to “the Department.”

This amendment would also be found in the following locations, with some possible editing for grammar or context:

Article 1, Section C (page 1-1)
Article 1, Appendix 1 (page 1-5)
Article 2, Section C Number 4 Subsection C (page 2-3)
Article 2, Section C Number 5 Subsection C (page 2-4)
Article 3, Section A Number 6 (page 3-1)
Article 3, Definitions Development Project Completion (page 3-12)
Article 4, Section A Number 9 Subsection C (page 4-4)
Article 4, Section K Number 12 (page 4-86)
Article 4, Section S Number 2 Subsection B Paragraph 4 (page 4-128)
Article 4, Section T Number 9 (page 4-137)
Article 5, Section A Number 2 (page 5-4)
Article 5, Section C Number 2 (page 5-10)
Article 5, Section C Number 5 (page 5-12)
Article 5, Section C Number 6 Subsection F (page 5-13)
Article 5, Section C Number 14 (page 5-12)

Article 5, Section C Number 16 Subsection B (page 5-17)
Article 5, Section E Number 2 Subsection L (page 5-25)
Article 5, Section F (page 5-29)
Article 5, Section E Number 10 (page 5-40)
Article 5, Section I Number 1 Subsection A (page 5-46)
Article 5, Section I Number 4 Subsection F Paragraph1 (page 5-50)
Article 5, Section I Number 4 Subsection F Paragraph 2 (page 5-50)
Article 5, Section I Number 4 Subsection F Paragraph 3 (page 5-50)
Article 5, Section K Number 2 (page 5-77)
Article 5, Section K Number 2 Subsection C (page 5-77)
Article 5, Section K Number 4 Subsection C (page 5-78)
Article 5, Section K Number 6 Subsection A (page 5-79)
Article 5, Section K Number 6 Subsection A (page 5-79)
Article 5, Section K Number 7 (page 5-79)
Article 5, Section K Number 4 (page 5-93)
Article 5, Section K Number 4 (page 5-93)
Article 7, Section A Number 3 Subsection B Paragraph 2 Clause b Item ii (page 7-3)
Article 7, Section A Number 3 Subsection B Paragraph 7 Clause c (page 7-4)
Article 7, Section A Number 3 Subsection B Paragraph 10 Clause b (page 7-5)
Article 7, Section A Number 3 Subsection C Paragraph 2 (page 7-5)
Article 7, Section A Number 3 Subsection C Paragraph 3 Clause b Item ii (page 7-6)
Article 7, Section A Number 3 Subsection C Paragraph 4 (page 7-6)
Article 7, Section A Number 3 Subsection C Paragraph 4 Clause d (page 7-6)
Article 7, Section A Number 3 Subsection C Paragraph 5 (page 7-6)
Article 7, Section B Number 1 Subsection A (page 7-9)
Article 7, Section B Number 2 Subsection a (page 7-9)
Article 7, Section B Number 2 Subsection b (page 7-9)
Article 7, Section C Number 1 Subsection d (page 7-11)
Article 7, Section C Number 1 Subsection f (page 7-12)
Article 7, Section C Number 1 Subsection g Paragraph 1 (page 7-12)
Article 7, Section C Number 1 Subsection g Paragraph 2
Article 7, Section C Number 1 Subsection g Paragraph 3
Article 7, Section C Number 1 Subsection g Paragraph 4
Article 7, Section C Number 2 Subsection d (page 7-15)
Article 7, Section C Number 3 Subsection b Paragraph 6 (page 7-16)
Article 7, Section I Number 1 Subsection b Paragraph 2 (page 7-25)
Article 7, Section K Number 1 Subsection b (page 7-29)
Article 7, Section M Number 1 Subsection c (page 7-33)
Article 7, Section N Number 1 (page 7-35)
Article 7, Section N Number 2 (page 7-35)

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-02	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Replace “mobile home” with “manufactured home” and update associated definitions.		
Justification: Amends ordinance to use term more consistent with state and federal laws and regulations.		

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

Article 3 Section C (page 3-13) Example provided.

DWELLING, ~~MOBILE~~ MANUFACTURED – A dwelling structure that is transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without permanent foundation when connected to the required utilities. **This is often referred to as a “mobile home”**. The term manufactured home or mobile home shall not include a recreational vehicle. (*Zoning and Floodplain*)

References are found in the following locations:

Article 3, Section C, Definition of “Dwelling, Modular (Industrialized Building) (page 3-13 to 14)

Article 3 Section C, Definition of “Mobile Home Park”, twice within definition (page 3-27)

Article 4 Section D Number 5 Subsection c (page 4-18)

Article 4 Section D Number 5 Subsection h (page 4-21) – title and four times.

Article 4 Section D Number 5 Subsection h Paragraphs 6 and 7 (page 4-22)

Article 4 Use Chart 1 (page 4-154)

Article 4 Use Chart 2 (page 4-158)

Article 5 Section I.4.j.(1) under “Residential Buffers” (page 5-52)

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-03	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Remove reference to performance standards in the POM District from the legend at the beginning of the use chart (Section Z) of Article 4.		
Justification: Recent amendments removed the performance standards for a handful of uses in the POM District. When that was done, staff missed the reference to it in the key at the beginning of the use chart section. This is a clean-up amendment, removing a redundant reference that now references nothing. This also corrects a minor prior editing error highlighted in red on the first line.		

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

Article 4 (Zoning)

Section Z (Use Chart)

Remove item from legend

Page 4-151

Z. Chart of Permitted and Special Exception Uses.

Uses shall be principal permitted uses, special exception uses, or prohibited in each zoning district in accordance with the matrix found on the following pages. Some uses are permitted subject to performance and locational standards within a district, and the reader shall review the chart closely to determine whether locational or performance standards apply to a proposed use.

Blank Not permitted.

P Permitted-Principal Use.

P* Permitted-Principal use in accordance with parking requirements (Section

O).

~~**P#** Permitted-Principal use in the POM district, subject to certain limitations enumerated in Subsection F.2.b(5).~~

P@ Permitted-Principal use in the N-MU and CC-MU districts, subject to certain enumerated requirements in Subsection E.7.

P** Permitted-Principal use in the I-MU district, subject to certain enumerated requirements in Subsection H.8.

SE Special Exception Use.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-04	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---

Summary: Clarify where convenience stores are permitted by adding additional districts to existing line in use chart.

Justification: In the use chart, retail uses are described as a single type of use, but there are exceptions for certain uses, such as adult uses, gasoline sales, etc. The existing chart shows “convenience stores without gas pumps.” This was done as a means of regulating where gas stations are located. This is because most gas stations have convenience stores. Due to past restructuring of other references, this is now confusing and should be consolidated with the provision for general retail sales.

To read this line, one would think convenience stores without fuel pumps are permitted only in these four districts and not permitted in most commercial districts. There is no direction to the reader to refer to general retail. This proposal consolidates this reference with the provision for general retail sales and there is a cross reference to gasoline sales in the same line. Consolidating these should be less confusing.

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

Article 4 (Zoning)

Section Z.2 (Use Chart)

Remove existing chart line

Page 4-164

Use	N-MU	CC-MU	PUD-V	PUD-R
Convenience store without fuel pumps (445120)	P	P	P	P

Article 4 (Zoning)

Section Z.2 (Use Chart)

Amend existing chart line

Page 4-167

Use	CL	C	LC
Retail and wholesale trade (44-45) excluding auto and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult entertainment businesses – up to 5,000 square feet in net floor area per business. This provision shall also include retail bakeries (311811), and retail confectioneries (311320), and convenience stores without fuel pumps (445120) and/or EV charging stations . Regulation of specific trade uses that are found elsewhere in this chart shall prevail. (Ed. Note: See Page 4-165 regarding gasoline sales and EV charging stations)	P	P	P

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-05	Is this a new issue or one previously discussed?	---
Version: 2	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: 1. Remove references to June 2025 amendments and July, 2026 forest conservation amendments. 2. Renumber subsection where an item was removed and left as a placeholder reference.		
Justification: When intervening amendments are added to the Land Management Code mid-cycle, notes are added to identify the affected area as an amendment in order to identify when the amendment took effect. When the next version of the Code is adopted, it is adopted anew, and the amendment references in the prior version are removed.		

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

There are numerous amendment references throughout the code due to the June, 2025 cannabis and POM district amendments and the recently adopted updates associated with the forest conservation ordinance. Rather than provide many pages of editorial structure for each one, the following is an example of how all of the existing references will be uniformly addressed.

CANNABIS INCUBATOR - A State-licensed facility to house micro-growers, micro-processors, and/or delivery-only micro-dispensaries. The three micro-use types are defined in Section 36-401 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland. (Zoning) ~~(Amended June 26, 2025)~~

Article 4 Section F Paragraph 2 Subsection b Subparagraph 5 (page 4-37 to 39) Renumber to account for removal of former item 5:

~~(5).~~ ~~[Ed. Note: Removed per ZT 2024 04]~~ ~~(Amended June 26, 2025)~~

~~(6).~~ **(5).** Temporary outdoor principal use sales facilities **Remainder omitted as unchanged.**

~~(7).~~ **(6).** Conditions for Kennels in CG and CR Zoning Districts. **Remainder omitted as unchanged.**

~~(8).~~ **(7).** An automobile, recreational vehicle, boat and/or truck.... **Remainder omitted as unchanged.**

~~(9).~~ **(8).** Performance Standards for Mixed Use Buildings in the CG and CR Zoning Districts) **Remainder omitted as unchanged.**

~~(10).~~ **(9).** A flea market shall: **Remainder omitted as unchanged.**

~~(11).~~ **(10).** Performance Standards for Warehouse/Flex in the CR and POM Districts: **Remainder omitted as unchanged.**

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-06	Is this a new issue or one previously discussed?	---
Version: 2	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Clarify that traffic control devices must comply with State regulations.		
Justification: Currently, the Ordinance is not clear that traffic control devices on properties proposed for improvement via a site plan must adhere to a standard.		

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

Article 5 (Subdivision and Land Development)
Section G. Required Improvements in Subdivisions
Subsection 3. Street Signs and Traffic Control Devices
Page 5-35.

3. Street Signs and Traffic Control Devices.

Street signs and all other traffic control signs and devices shall be installed at the developer's expense in accordance with the City Engineer's Public Ways Construction Standards and Engineering Guidelines and with Chapter 216 of the Code of the City of Hagerstown. All street intersections on County and state roads and signage shall comply with County and state policies and ordinances, as applicable, **including the Maryland Manual on Uniform Traffic Control Devices (MdMUTCD).**

Article 5 (Subdivision and Land Development)
Section I. Site Plan Standards
Subsection 4. Landscaping Plan and Parking Area Design Requirements
Pages 5-45 and 5-56.

4. Landscaping Plan, **Traffic Control** and Parking Area Design Requirements.

o. Traffic Control.

Street signs and all other traffic control signs and devices on the property shall be installed at the developer's expense in accordance with the City Engineer's Public Ways Construction Standards and Engineering Guidelines and with Chapter 216 of the Code of the City of Hagerstown. All street intersections on County and state roads and signage shall comply with County and state policies and ordinances, as applicable, including the Maryland Manual on Uniform Traffic Control Devices (MdMUTCD).

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-07	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Change “Handicapped Parking” to “Accessible Parking” in parking requirements.		
Justification: Align with Maryland Accessibility Code		

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

Article 4: Zoning
Section O: Parking
Page: 4-110

6. ~~Handicapped~~ **Accessible** Parking.
~~Handicapped~~ **Accessible** parking shall be in conformance with the “Maryland Accessibility Code,” COMAR 05.02.02., as administered by the Chief Code Official.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-08	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Close loophole in regulations regarding building on alley lots.		
Justification: A recent variance and subdivision to create a lot on an alley around an old barn exposed a loophole in the Ordinance. Nothing currently prohibits someone from creating a lot on an alley, then seeking approval of an accessory structure on the separate lot, which makes it ripe for separate resale and speculative development. This proposal closes that loophole. It will not prevent creating a lot for an existing building, such as happened in the sample case.		

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

Article 4 (Zoning)

Section D (Residential Zoning Districts)

Section 5.i

Page 4-22

i. Construction On And Use Of Lots That Do Not Front Public Streets.

On lots in residential zoning districts that do not front a public street, one garage, residential in size and scale, shall be permitted as a principal use, provided:

- (1) The lot ~~shall have been created prior to the adoption of the Comprehensive Zoning Plan of March 7, 1977~~ and shall front on an existing paved alley;
- (2). New construction of a garage or construction of an addition to an existing garage shall not result in a building exceeding 900 square feet in area **or more than one building cumulatively exceeding 900 square feet**;
- (3). New construction of a garage or construction of an addition to an existing garage shall not exceed one story in height;
- (4). New construction of a garage or construction of an addition to an existing garage shall be designed architecturally and so located as to appear to be an accessory structure in the neighborhood in which it is located;
- (5). The garage may be used by an owner or lessee for parking and personal use storage only. The garage shall not be used for business or institutional purposes and shall not generate activity other than the occasional delivery or retrieval of vehicles or personal materials stored in the garage, nor attract persons other than the tenant;
- (6). No outdoor storage of any kind is permitted;
- (7). No garage or addition to an existing garage shall be constructed closer than five feet to any property line or alley right of way.

Remaining paragraph removed as unchanged.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-09	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Add cross reference regarding sign regulations to AT section and residential districts section		
Justification: The mixed use, commercial, industrial and overlay sections of Article 4 cross reference regulations for signs to the sign section. No such cross reference exists in the AT district section or the residential districts section. This cleans up a minor hole in the ordinance and makes the sections referring to zoning districts uniform.		

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

Article 4 (Zoning)
Section C (AT Zoning Districts)
New Section 8
Page 4-10

8. Signs.

Regulation of signs shall be per Section I of this Article.

Article 4 (Zoning)
Section D (Residential Zoning Districts)
New Section 9
Page 4-26

9. Signs.

Regulation of signs shall be per Section I of this Article.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-10	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Incorporate protections for pending actions when the Land Management Code is amended.		
Justification: In recent text amendment decisions, language was added to the adopting ordinance that clarifies that the amendment does not impact certain existing or pending actions as a means of protecting City interests. Here, we are incorporating that language into the Code itself. This language is adapted from a recent text amendment ordinance of adoption with only minor structural amendments to fit the outline structure of the Code.		

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

Article 1 (General Provisions)

New Sections N and O. Effect on Penalty, Forfeiture, or Liability When this Chapter is Amended

Page 1-3.

N. Effect on Penalty, Forfeiture, or Liability When this Chapter is Amended.

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

O. Purposes for Which this Chapter Shall Remain in Effect after Amendment.

This repealed, repealed and reenacted or amended Chapter 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. Judgement, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right or liability.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-11	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Clarify the type of fencing used in developments using the new urban model where homes face open space or an exterior public street and the primary vehicular street frontage with driveways is to the physical rear of the buildings		
Justification: Clarifies that the primary vehicular and emergency access to homes in new developments that use the “narrow public street to the rear” model, the property is essentially a through lot and what is the perceived “rear yard” which faces the only abutting street is treated as a front yard for fencing purposes. Two developments – part of Fountainhead West and all of Heavens Heights (see attached exhibit) are designed on this model.		

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

Article 4 (Zoning)

Section K.1 (Fences)

Page 4-80

Addition to subsection (b).

- (b). Front yard fences shall be constructed only of decorative metal, wood picket, vinyl picket or composite picket construction, with the spaces between the pickets being at least one inch wide or half the width of the picket, whichever is greater. In developments where homes are constructed with the architectural front of the house facing open space and the sole public street frontage of the lot is to the rear abutting the perceived rear yard, regulations pertaining to fences in front yards shall apply to the yard between the house and street.

Elsewhere in the fence regulations, it states front yard fences can be up to 4 feet in height, or up to 3 feet in height within 25 feet of an intersection of two public streets. This provision does not apply to actual alleys. Fountainhead West has some alleys and some “narrow public streets” that are necessary to accommodate some lots that front onto open space.



LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-12	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Clarify language regarding when there is a minimum number of parking spaces that require activation of parking lot landscaping.		
Justification: Clarifies language. Thwarts incremental expansions.		

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

Article 5 (Subdivision and Land Development)

Section I.4.h(7)

Page 5-49

- (7). All surface parking facilities, ~~greater than seven~~ **of eight or more spaces or expanding existing surface parking facilities to create a facility of eight or more** spaces shall be landscaped to the minimum requirements as outlined as follows. Requirements shall be rounded up to the nearest whole planting. Trees shall be planted by the developer as part of the Conditions of Approval, for aesthetic reasons and for summer cooling.

The chart in this subsection that follows the above paragraph is not shown here as it will remain unchanged.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-13	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Clarify necessary location of parking in N-MU and CC-MU Zoning Districts.		
Justification: Existing language vague. Clarification needed to protect surrounding land uses and streetscapes.		

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

Article 4: Zoning

Section E: Mixed-Use Districts

Subsection 3: Parking

Page: 4-29

3. Parking Requirements. As applicable under Section O of this Article.

- a. **Location.** Off-street parking spaces ~~must~~ **shall** be located to the rear **or side** of the principal building(s). **When located to the side of a principal building, the parking area shall be sufficiently screened from public streets with heavy vegetation, fences and/or decorative walls. The Planning Commission shall not approve any site plan for the development or substantial redevelopment of property in the CC-MU or N-MU Zoning Districts that designs substantial parking forward of the front facades of buildings.**
- b. **Reduction.** **Content unchanged.**
- c. **Small Commercial Exception.** **Content unchanged.**
- d. **Storage of Motor Homes, Camping Trailers, Boats and Personal Watercraft.** **Content unchanged.**

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-14	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Clarification of when a zoning certificate is required		
Justification: City requires a new zoning certificate for each new non-residential occupant of a building. This amendment makes that more clear.		

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

Article 1 (General Provisions)

Section J (Permits and Certificates)

Page 1-3

- J. Permits and Certificates.** No development **and no new occupancy of a non-residential use** shall occur on any property within the City until the applicable permits, approvals, and certificates for such activity or development have been issued and approved by the officials with the authority to approve the same. The Zoning Administrator shall have the authority to revoke an issued zoning certificate or zoning approval of a building permit in accordance with Article 4, Section S.1.g.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-15	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Clarify how expansions of nonconforming uses can be calculated.		
Justification: Nonconforming uses can be within building or outdoors. Expansions of them often are accompanied by need for additional parking. This section needs clarification of how to calculate the maximum permitted expansion depending on the nature of the use.		

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

Article 4 (Zoning)

Section M.5 (Nonconforming Uses)

Page 4-97

5. **Change and Expansion of Nonconforming Use.** Structural alterations of a building or structure or the use of a parcel, lot or tract of land which does not conform to the provisions of this Article shall be allowed only if the building or structure to be altered or the parcel, lot or tract of land to be used is in conformance with the requirements of the zoning district in which it is located.

However, upon application, the Board of Zoning Appeals may approve the structural alteration of a building or structure or the use of a parcel, lot or tract of land which is not in conformance with the provisions of this Article. The cumulative effect of the alteration(s) or extension(s) **created by one or more actions of the Board of Zoning Appeals** shall not exceed 35% **in total** of those existing buildings or structures and parcels devoted to a nonconforming use **at which time the use became nonconforming**.

Break next two sentences of paragraph into a separate paragraph.

The 35% maximum shall be applied to new buildings and additions as related to the cumulative existing area of buildings. **The 35% maximum and** shall be applied to new uses of land as related to the cumulative existing area used for the specific purpose of the expansion.

Separate last sentence of existing text into a separate statement.

Parking, landscaping and other areas shall not be included in determining the 35% maximum of building and land use expansion areas, however parking areas may be enlarged by up to the same 35% figure in order to provide additional parking for the enlarged use. **When enlarging parking to accommodate expansion exceeds 35% of the existing parking area to meet parking requirements for the expanded use, a variance is required to reduce the parking requirement or to expand the area dedicated for additional parking by more than 35%.**

SECTION 2

POLICY ADJUSTMENT PROPOSALS

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-16	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Reduce minimum property area of a conversion overlay from 20,000 square feet to 10,000 square feet.		
Justification: 20,000 square feet was an arbitrary number set to exceed the maximum 20,000 square feet of a LOCAL Conversion Overlay when the Local Conversion Overlay was created. Local Conversion Overlays are only permitted in the four residential zoning districts, whereas Conversion Overlays are permitted in the commercial and industrial districts. There may be properties worthy of consideration of a Conversion Overlay that may be less than 20,000 square feet.		

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

Article 4 (Zoning)

Section J (Overlay Zones)

Subsection 2.j (Conversion Overlay)

Page 4-73

j. **Lot Area Requirements.**

The minimum lot area for a Conversion District shall be ~~20,001~~ **10,000** square feet.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-17	Is this a new issue or one previously discussed?	---
Version: 2 Edits directed by Council	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Prohibit townhouses that have single-width driveways in the front yard.		
Justification: This design is irredeemably flawed as described below.		

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

Staff have reviewed this style of townhouse development built in Hagerstown, Washington County and in the tri-state. Analysis shows that developing townhouses with driveways only one car in width on front streets results in 1) parking over sidewalks. 2) parking on front lawns, and 3) the spacing of driveways renders the street nearly unusable for parallel parking. This soon results in a deteriorated and unsightly condition even in new developments.

Urban designs with rear load townhouse parking are strongly encouraged by the Land Management Code but not uniformly required. Spacing of single-width driveways usually results in space between driveways being of insufficient width to accommodate on-street parking. To meet ordinance requirements of two on-lot spaces (Land Management Code) and an additional third space (City Engineer), satellite parking lots are usually proposed. However, satellite lots are impractical and inconvenient in the view of many residents to have to walk several properties to and from their home or the home they are visiting for parking. Two-car deep driveways are also viewed as impractical as they require the occupants to shuffle vehicles if the one they want to use is the one farther from the street. Even more so if the single-width driveway accesses a single-car garage that is also used for parking a vehicle.

Rear parking townhouse layouts also result in trash collection being conducted from the rear. Townhouses without alleys result in trash bins being a constant presence on the streetscape.

This proposal does not prohibit designs with driveways that are two cars wide that serve a front-loaded two-car garage, although staff have given thought as to whether townhouses with front yard driveways of any sort should be permitted. The Land Management Code continues to encourage townhouse development designs that emphasize masking vehicle storage and trash collection in the rear, maintaining high quality streetscapes and freeing up curb space on the front street for parallel parking. See example photographs at the end of this memo.

7. Driveway Entrances, Sidewalks and Off-Street Yard Parking.

Sidewalks and driveway entrances shall be constructed in accordance with the City Engineer's Construction Standards and Engineering Guidelines and with Chapter 216 of the Code of the City of Hagerstown. Sidewalks shall be provided on all streets. Pedestrian sidewalks and crosswalks shall be required to provide interior circulation and access to nearby schools, parks, and other community facilities in accordance with the design standards enumerated in Section E of these Regulations.

Effective (insert effective date), no development plan, site plan or equivalent shall be accepted by the City that proposes townhouse development that provides a one vehicle wide driveway on the front street. The City of Hagerstown finds that this development design promotes poor site conditions that result from vehicles that are parked in driveways extending across public sidewalks, the casual use of front lawns for parking in violation of the City Code and encourages illegal curbside parking on streets that are posted with "no parking" signs. The Planning Commission may consider exceptions to this prohibition for developments or parts of developments of limited scale under the following conditions:

- a. The developer can demonstrate to the Planning Commission's satisfaction that designing the development or part of the development with rear vehicular access cannot be achieved and;
- b. The City Engineer determines that the loss of existing on-street parking required by this design will not adversely impact the availability of on-street parking for the new dwellings and surrounding property owners and occupants.



Don Quixote Drive, Charles Town, WV, showing multiple cars extending across the public sidewalk. No room for parallel parking on the street.



Yellow Jacket Road, Collegiate Acres, Hagerstown, MD. Small selection of cars parking across public sidewalk and residents using lawn for parking. Yellow Jacket Road has very little in the way of parallel parking available.



Jackson Avenue, Washington Township, PA, outside of Waynesboro. These houses were constructed in 2023-24 and are nearly new. The street along the front of these houses is signed for “no parking” but observations are that the signs are routinely ignored (although none are shown parking on the street in this photo).



Papa Court, near Pangborn Park. In this photo, we see multiple vehicles parked across sidewalks and a car parked in a lawn. Grassed islands between the sidewalk and curb are frequently only dirt, with the turf installed in that area having died.



Yellow Jacket Road, Collegiate Acres, Hagerstown. Townhouse on right shows owner paved entire front yard with pavers, drives over grassed area at driveway apron, and barely misses a street sign in the very small area between the two driveway aprons.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-18	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	--

Summary: Reduce parking requirements for multi-family complexes

Justification: A developer recently hired a traffic engineer to conduct a parking study for apartment complexes. Using data in the ITE parking generation manual that the city uses to determine parking requirements for uses not specifically enumerated in Section O of the Zoning Ordinance, they determined that the typical multi-family unit in a complex creates parking demand of 1.5 spaces per unit. Currently the zoning ordinance requires 2 spaces per unit. Some of our more recent apartment developments seem to have an abundance of parking.

Developer requested that the Planning Commission consider reducing this requirement. Staff notes that the requirement has been reduced for smaller retro-fit apartment uses to 1.5 spaces per unit, but neither the City Engineer's staff nor planning staff are not comfortable going that far for large, new complexes. Staff proposes the requirement be reduced to 1.75 spaces per unit.

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

Article 4 (Zoning)

Section O (Off-Street Parking Requirements)

Adjustment to chart

Page 4-109

Use	Required Spaces
Apartment dwellings	Two spaces One and three-quarters (1.75) spaces per unit, except for mansion house apartment over-under flats, which shall provide 1.5 spaces per unit. If over 25 dwelling units, one space for each 25 units must be set aside for recreational vehicles. This requirement for recreational vehicle spaces shall not be applied in the CC-MU District.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-19	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Add “Nursing homes, assisted living facilities, rehabilitation centers and crisis care facilities” to the I-MU (Industrial Mixed Use) Districts. Add “in-patient hospice” to this use group for all districts where it is permitted.		
Justification: This use is permitted in all commercial and industrial zoning districts, but this one. There appears to be no reason for this omission. This will add the I-MU district to those where this use is permitted, which currently are the CG, CR, POM, INST, IR and IG Districts and in Conversion overlays and PUD-Regional overlays.		

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

Article 4 (Zoning)

Sections Z.1 and Z.2 (Use Charts)

Amend existing chart lines

Page 4-161

Expand the description of use in both the residential sections (Chart Z.1) and the general chart (Chart Z.2) to clarify that in-patient hospice facilities are permitted where nursing homes, assisted living facilities, rehabilitation centers and crisis care facilities” are permitted. This involves nine existing districts and expands the use into the I-MU District. Adding hospices is the codification of possible future interpretation. Staff would likely determine a hospice to be very similar to a nursing home or assisted living facility and permit the use. By adding language to the chart, it clarifies the issue.

Use	I-MU
Nursing homes, assisted living facilities, in-patient hospice facilities , rehabilitation centers and crisis care facilities.	P

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-20	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Clarify setback requirements and landscaping requirements for solar canopies over parking lots.		
Justification: City has recently seen its first solar canopy construction at the YMCA and at an office building off of Eastern Boulevard. There are likely to be others in the future. This type of construction can conflict with current landscaping requirements for parking lots regarding landscaped islands and trees. The proposed language is modified from New York City's code.		

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

Existing definition of “building” requires that parking lot solar carports comply with building setbacks. No zoning ordinance or definitional adjustment is necessary.

Article 5 (Subdivision and Land Development)

Section I. (Site Plan Standards)

Subsection 4. (Landscape Plan and Parking Area Design Requirements).

Subsection h.7 (Parking Design and Landscape Standards)

Page 5-49.

Existing text to remain unchanged. Add the following after existing text:

When the parking lot is covered in whole or part by a solar electric generation canopy, the number of trees required by this subsection may be reduced by seventy-five (75) percent for those spaces that are beneath a canopy. The maximum number of contiguous spaces permitted by this subsection and typically addressed with landscaped islands shall not apply under the canopy. However, raised curb islands shall be installed around all support posts in order to inhibit vehicles from striking them. Since the islands will be under roof, the islands shall be covered with paving or landscaping stone.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-21	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Define Maker Space and assign permitted zoning districts		
Justification: An emerging business model that doesn't currently align with definition of allowable uses in commercial zoning districts.		

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

Article 3: Definitions

New Definition (page 3-26)

MAKER SPACE (OR MAKERSPACE) - A facility or portion of a facility designed to provide shared access to tools, equipment, and workspace for the purpose of making, fabricating, assembling, testing, repairing, or prototyping products, artworks, or technological projects. Typical equipment may include, but is not limited to, hand tools, woodworking and metalworking machinery, 3D printers, laser cutters, electronics workstations, and similar fabrication devices. Maker spaces are generally intended for small-scale, non-industrial production, education, collaboration, and innovation. This use may include instructional classes, memberships, and limited retail sales of items produced on-site, but does not include large-scale manufacturing, heavy industrial operations, or uses that generate significant noise, vibration, fumes, or hazardous byproducts beyond what is customary for light industrial or commercial uses. (*Zoning*)

Article 4: Zoning

Section Z.2 (Land Use Chart)

Add following new use and permitted districts

Use	N-MU	CC-MU	CG	CR	POM	INST	I-MU	IR	IG	C	PUD-R	PUD-V
Makerspace	P	P	P	P	P	P	P	P	P	P	P	P

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-22	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Create parking requirement for drive-thru restaurant with no walk up service or indoor seating		
Justification: Inquiry was made regarding the parking required for a food service use where the only service is a drive-through lane with no indoor seating or walk up window. Research suggests best way to regulate this is by the number of employees.		

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

Article 4 (Zoning)

Section O (Off-Street Parking Requirements)

Subsection 4 (Chart)

Page 4-108

Use	Required Spaces
Drive-through only restaurant or food service without seating or walk-up window	One space per employee on largest shift.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-23	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Credit school sites donated to the Board of Education as open space when open space is required for a subdivision. Commission directed that language clarifying that this is an option that the County and the Board of Education are not under any obligation to adhere to.		
Justification: Schools are strategically located within residential areas. It is possible that sites are donated to the county as part compliance with the county's Adequate Public Facilities Ordinance. School sites are typically open to the public during daylight non-school hours, including trails, fields and playgrounds. The campuses are generally open with the school building occupying a small percentage of the overall tract. It makes sense to credit such a site donated to the school board toward open space requirements if there are protections put into place so that its use as open space is protected at a future date when the school board deaccessions the property. It should not be credited if the school site is sold to the school board. This provision only permits the Planning Commission the option of crediting a donated school site. It places no obligation on the Board of County Commissioners or the Board of Education to accept any offer of donation, but they would have to recognize that if the property becomes excess property to them at some point in the future, it must remain open space unless some change to the City's Land Management Code is made in the future.		

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

[Article 3 \(Definitions\)](#)

[Definition of Open Space](#)

[Page 3-29](#)

[The following is the definition of open space for discussion purposes. It seems to be sufficient to address this amendment and no change is proposed.](#)

OPEN SPACE – That portion of a tract that is set aside during development for the protection of sensitive natural areas, farmland, scenic views, unique features; or the creation of active, improved recreational areas; or passive, unimproved natural areas. The land is not individually owned. It is understood that this term is broad and can include land that is accessible to the residents of the development and/or the community, or it may contain areas of conservancy lots that are not accessible to the public. Paved areas other than recreational courts and paths, and stormwater management facilities that are not designed as natural features shall not constitute open space.

Article 5 (Subdivision and Land Development)

Section I (Site Plan Standards)

Subsection 15 (Open Space Standards for New Residential or Mixed-Use Developments in N-MU, RMOD, RMED, RH, and RO Districts.

Page 5-69

15. Open Space Standards for New Residential or Mixed-Use Developments in N-MU, RMOD, RMED, RH, and RO Districts.

a. through c. – No change

- d. The Planning Commission may credit toward the open space requirements of this section all or a portion of a school site within the development donated to the Board of County Commissioners and/or the Washington County Public Schools for the purpose of constructing a new school. Protections shall be placed in the land records protecting the donated property as open space when the Public Schools may, in the future, deem the property to be surplus and sold or surrendered.

The Washington County Public Schools and/or the Board of County Commissioners is under no obligation to accept a school site offered for donation under these conditions. Doing so is at the discretion of the Board of Education and/or the Board of County Commissioners but is subject to the requirement that the school site is permanent open space for the subdivision unless this Ordinance is amended in the future to no longer require such open space.

The Planning Commission shall not approve such credit for lands sold to the Public Schools.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-24	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Create regulations for bicycle parking on new site plans.		
Justification: Land Use Article of the State Code encourages (but does not appear to require) creating regulations for parking of bicycles when the ordinance regulates parking of automobiles. The following is suggested as an appropriate approach, lifted nearly verbatim from Thurmont's requirements. These are also very consistent with Salisbury's ordinance. It is not retroactive to existing properties or uses, but would be applied to new site plans received.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

REMOVED AT THE DIRECTION OF THE MAYOR AND CITY COUNCIL.

TO BE RE-EVALUATED AND UPDATES PRESENTED IN THE NEXT ANNUAL PACKAGE.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-25	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Expand the ability to convert large homes to apartments.		
Justification: Older, overly large dwellings are difficult to maintain as single-family dwellings and conversions that are done in accordance with current building code requirements can be helpful in alleviating current housing shortage issues.		

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

The City has received interest in permitting such uses on properties with very large homes outside of the historic districts. As an example, the large Victorian home at 351 South Burhans Boulevard (intersection with Center Street) is permitted to be a two-family dwelling. Owner would like to convert to put one dwelling on each of three floors. The attic is nearly 900 square feet in area. In this example, SDAT states the floor area is 5,432 square feet, and the lot area is 10,240 square feet.

Article 4 (Zoning)

Section D (Residential Districts)

Subsection 5 (Minimum Lot Area, Locational, Lot Width and Yard (Setback) Requirements)

Page 4-20

- g. Stacked and Mansion Apartment Developments and Over-Under Flats.
 - (1). Mansion house apartments in existing buildings **without new substantive additions in** ~~locally designated historic districts~~ in the **RMOD, RMED, RH and RO and CC-MU** Districts shall be permitted only under the following conditions:
 - (a). The building was constructed prior to October 1, 1956;
 - (b). The building shall be at least 4,000 square feet in area; and
 - (c). The number of units is limited to one per 1,000 square feet of floor area as reflected on Department of Assessments and Taxation assessment records **as of (insert effective date of ordinance). Additions shall not be permitted to the dwelling for the intent of increasing the potential number of dwelling units.**
 - (d). ~~Except in the CC-MU Zoning District, the property shall be located in a locally designated historic district or in a designated landmark.~~
 - ~~(e).~~ **(d).** All new residential units shall comply with the requirements of Section K.18.

-
- ~~(f).~~ (e). Off-street parking shall be provided in accordance with Section O of this Article. The Board of Zoning Appeals shall not grant a variance to this requirement. **The parking shall be on the subject property or on an adjacent property under perpetual and permanent legal obligation to continue to provide that parking unless and until the apartment building on the subject property is discontinued.**
- (2). Mansion House over-under flats in existing residential buildings in the **RMOD**, RMED, **RH and RO and CC-MU Districts** shall be permitted only under the following conditions:
- (a). The building was constructed prior to October 1, 1956; and
 - (b). The building shall be at least three stories above grade in height, not including attics; and
 - (c). The area of the building shall be at least 2,500 square feet of floor area as reflected on Department of Assessments and Taxation assessment records **as of (insert effective date of ordinance). Additions shall not be permitted to the dwelling for the intent of increasing the potential number of dwelling units**, and
 - (d). The interior space of the building shall be so configured that the entirety of each floor shall be used for one dwelling unit (except for interior stair towers and landings); and
 - (e). One dwelling unit is permitted for each floor of the building (not to include basements); and
 - (f). All new residential units shall comply with the requirements of Section K.18.
 - (g). Off-street parking shall be provided in accordance with Section O of this Article. The Board of Zoning Appeals shall not grant a variance to this requirement. **The parking shall be on the subject property or on an adjacent property under perpetual and permanent legal obligation to continue to provide that parking unless and until the apartment building on the subject property is discontinued.**
 - ~~(h).~~ **Over-under flats shall only be permitted in the RMED District when the property is also located in a locally designated historic district.**

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-26	Is this a new issue or one previously discussed?	---
Version: 1	Is this new text proposed since last discussion in need of initial review?	---
Endorsed by the Planning Commission	Is this revised text in need of confirmation that it conforms to prior editorial direction?	---
Summary: Create language that permits “accessory dwelling units” as defined and required by the Code of Maryland.		
Justification: In 2025, the state legislature passed a bill that the Governor signed into law that requires local jurisdictions to amend ordinances that permit “accessory dwelling units” as define in state law, on properties that are improved with a single-family detached dwelling unit. This proposal attempts to comply with the law, but to go no further than that which is required by statute.		
This provision applies only to properties with single-family dwellings. It does not apply to properties that are semi-detached or are already a two-family dwelling, townhouses or apartment buildings. There are some situational limitations as well.		

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

Article 3 (Definitions)

Page 3-3

Amend existing definition of “accessory building, use or structure” as follows:

ACCESSORY BUILDING, USE OR STRUCTURE –

1. As pertains to Article 4, **and except as defined as an “accessory dwelling unit” below**, a use or structure on the same lot or adjacent lot under the same ownership with and of a nature customarily incidental and subordinate to the principal use or structure. Typically, an accessory use occupies not more than 25% of the space occupied by the principal use and its permitted accessory uses. (*Zoning*)
2. **Content unchanged.**

New definition:

ACCESSORY DWELLING UNIT – A secondary dwelling unit that is 1) on the same lot, parcel or tract as a primary single-family detached dwelling unit and 2) not greater than 75% of the size of the subordinate in use to the primary single-family detached dwelling unit. An accessory dwelling unit may be a separate detached accessory structure, attached as an addition to the primary single-family detached dwelling unit or within an existing modified single-family detached dwelling. Location of accessory dwelling units are subject to certain design, code compliance and locational requirements stated in Article 4. (*Zoning*)

This proposal enumerates the limitations the Code of Maryland permits local jurisdictions to place on such uses.

22. Design, Code Compliance and Locational Requirements for Accessory Dwelling Units.

Accessory dwelling units, as defined by Article 3, shall be permitted on all properties in the City of Hagerstown located in zoning districts that permit single-family detached dwellings by right and contain one existing single-family detached dwelling. This provision shall not apply to properties containing nonconforming use single-family detached dwellings in commercial and industrial zoning districts that do not permit single-family or two-family dwellings. This provision does not apply to lots in residential zoning districts which do not front an improved public street and are unimproved or currently improved with a single-family detached dwelling, as this is prohibited elsewhere in this Chapter. Development of an accessory dwelling unit shall comply with the following requirements:

- a. The accessory dwelling unit is permitted either in an existing or new accessory structure or within or as an addition to an existing single-family detached dwelling. It shall not exceed 75% of the size (in floor area) of the existing single-family detached dwelling on the property, whether attached or detached from that dwelling.
- b. When an accessory dwelling unit is proposed within an existing accessory structure noncompliant with accessory structure setbacks, the accessory dwelling unit may occupy such a structure if the structure was constructed in compliance with applicable setbacks when built.
- c. When proposed within a proposed accessory structure to be built, the building shall comply at a minimum with the applicable accessory structure side and rear setback requirements for the district in which it will be located. Such accessory dwelling unit shall comply with accessory structure height limitations for the district in which it is located as well as the maximum cumulative area of accessory buildings permitted in the zoning district.
- d. When proposed as an addition to an existing single-family detached dwelling, the addition shall comply with required side and rear yard setbacks required of a single-family detached dwelling. When an existing single-family detached dwelling does not comply with current side or rear yard setbacks, the addition may be permitted to also not comply with required single-family detached dwelling setbacks provided that the addition encroaches no farther into the required setback than the existing dwelling and the addition, for the purposes of building code expectations, is at least 3 feet from that property line.
- e. The accessory dwelling unit shall comply with all applicable building, fire and housing codes and utilities policies adopted and administered by the City of Hagerstown without waiver. Review and approval of building and site improvements are subject to the jurisdiction of the

Historic District Commission when the property is located in an area designated on the Zoning Map as under the review authority of that Commission.

- f. No accessory dwelling unit shall be constructed in an accessory building when the only vehicular access to the new dwelling unit is via an alley. On-site parking shall be configured to allow for unobstructed driveway access from a public street to the accessory building.
- g. Parties constructing an accessory dwelling unit are not required to provide additional on-lot parking.

The following are necessary cross-references directing the reader to Section K.22.

Article 4 (Zoning)
Section B (AT Zoning District)
Subsection 2 (Uses)
Page 4-9

New Section c. Applies to the only district in this section.

c. Accessory Dwelling Units.

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted in the AT Zoning District on a property containing one single-family detached dwelling.

Article 4 (Zoning)
Section D (Residential Zoning Districts)
Subsection 2 (Uses)
Page 4-13

New Section c. Applies to all districts in this section.

c. Accessory Dwelling Units.

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted on a property containing one single-family detached dwelling.

Article 4 (Zoning)
Section E (Mixed Use Districts)
Subsection 2 (Uses)
Page 4-28

New Section c, renumber existing Section c to d. Applies to both districts in this section.

c. Accessory Dwelling Units.

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted on a property containing one single-family detached dwelling.

~~e.~~ **d. Accessory Uses.**

Article 4 (Zoning)
Section F (Commercial Districts)
Subsection 2 (Uses)
Page 4-40

New Section d, renumber existing Section d to e. It applies only to the CL District in this section as it is the only district in this section that permits single-family dwellings.

d. Accessory Dwelling Units.

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted in the CL Zoning District on a property containing one single-family detached dwelling.

~~d.~~ **e. Accessory Uses.**

This provision is not included in Section H (Industrial District) because single family detached dwellings are not permitted in any of the industrial districts.

Article 4 (Zoning)
Section J (Overlay Zones)
Subsection 1 (Planned Unit Developments)
Page 4-62

New Subsection (3) to J.1.c.

- c. Principal Permitted Uses and Special Exception Uses, In Accordance With Section S (Site Plan Requirements).
- (1) All uses in these districts shall be permitted, permitted by special exception in accordance with general and specific performance criteria found in Subsection U.7.a, or not permitted as enumerated in Section Z of this Article.
 - (2) A PUD District shall be a mixed-use area and shall contain a mixture of residential types and commercial uses. Residential types shall be mixed among each other and not segregated into housing type pods. Mixing of commercial and residential uses in mixed use buildings and in compatible adjacency is a defining element of a PUD-R development.
 - (3) One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted on a property containing one single-family detached dwelling.

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

Topic:

Approval of Habitat for Humanity FY27 Community Development Block Grant (CDBG) Funding Amendment

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

092226_RS_Packet_Habitat_Change_Request.pdf

Description

Motion, Amendment, Orig
Agreement FY27 Habitat

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: September 22, 2026

TOPIC: Amendment to Habitat for Humanity of Washington County FY2027
Subrecipient Agreement

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

MOTION: I hereby move for the Mayor and City Council to approve the amendment to the FY27 Habitat for Humanity Subrecipient Agreement for the following actions:

- Modification to Recitals Paragraphs 2 and 4 to revise project descriptions to reflect the Home Preservation Program.
- Modification to Section 1, Scope of Service by revising the introductory paragraph and Paragraphs (a) and (g) to change the proposed project from “Rehabilitation of a Reclaimed Home” to “Home Preservation Program”. The amended project will provide low-to-moderate income homeowners with needed repairs to their homes.
- Modification to Section 4, Budget to allocate the full \$20,000 award to “Professional Services”.

Details of the amendment are attached.

DATE OF INTRODUCTION: 09/22/2026
DATE OF PASSAGE: 09/22/2026
EFFECTIVE DATE: 09/22/2026

I am writing on behalf of Habitat for Humanity of Washington County to request approval to amend our current CDBG funding request.

We would like to request that the funds originally designated for the “Rehabilitation of a Reclaimed Home” project be redirected to our Home Preservation project on Radcliffe Avenue.

The Radcliffe Avenue property has significant repair needs, and utilizing the CDBG funding for this project would allow Habitat to address critical improvements needed to preserve the home and provide safe, stable housing. The project aligns closely with our mission of preserving affordable housing and improving housing conditions for residents in Washington County.

In addition to the change in project, we are requesting an amendment to the original budget. The initial budget included funding for salaries, materials, and service contracts. We are requesting that the full CDBG award be reallocated to Professional Services for contractor expenses associated with the Radcliffe Avenue Home Preservation project.

We believe these changes will allow us to put the CDBG funding to immediate and meaningful use while continuing to meet the housing objectives of the CDBG program.

Please let me know if any additional documentation or formal amendment is needed to process these changes. We appreciate your consideration and continued support of Habitat for Humanity’s work in Washington County.

Thank you,

Melanie Watts
Program Director
Habitat for Humanity of Washington County

Addendum to Subrecipient Agreement
by and between
The City of Hagerstown, Department of Housing & Community Development
and
Habitat for Humanity of Washington County
Program Year July 1, 2026 through June 30, 2027

This addendum modifies the “Recitals” paragraphs 2 and 4 (page 1), “Scope of Service” Section 1 (page 2), and “Budget” Section 4 (page 4) for the FY 2027 Community Development Block Grant Subrecipient Agreement between the City of Hagerstown and Habitat for Humanity of Washington County. The Scope of Service for the Habitat for Humanity FY 2027 “Rehabilitation of a Reclaimed Home” will be changed to “Home Preservation Program” and will provide a low-to-moderate income City homeowner with needed repairs to their home.

The Recitals section shall be amended to update Paragraphs 2 and 4 and shall read:

WHEREAS, the CITY has applied for and received such a block grant, desires to conduct a program to encourage stable neighborhoods within the City by providing funds **to assist low-to-moderate income homeowners by providing non-critical and critical home repairs to their dwelling;** and

WHEREAS, the SUBRECIPIENT has been selected by the CITY to receive CDBG funds and administer the **Home Preservation Program** (hereinafter referred to as the “Program”) **to provide funding and assistance to low-to-moderate income homeowners to make needed repairs to their home, enabling them to remain in their home, while also contributing to the revitalization of local neighborhoods by completing rehabilitation projects;**

The Amended Scope of Service replaces Section 1, Paragraphs (a) and (g) of the Subrecipient Agreement and shall read:

The Subrecipient will be responsible for administering a CDBG-funded **Home Preservation Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing CDBG funds. Such program shall include the following activities eligible under the CDBG Program:

- a. Provide non-critical and critical home repairs in the form of a grant to eligible low- and moderate-income homeowners. A household may receive home repair assistance through this program if:
 - The home is owner-occupied;
 - The property is located in the City of Hagerstown;
 - The entire household’s income meets CDBG income guidelines.
- g. Provide up to \$20,000 in CDBG grant funds to rehabilitate owner-occupied properties within the City of Hagerstown. Funds will be used to assist with rehabilitation costs. Subrecipient will

contact the City for a determination of project eligibility before undertaking rehabilitation activity on a property.

In addition, Section 4, "Budget" shall be amended to allocate the full \$20,000 award to "Professional Services".

At the time of the signing of this addendum, Habitat for Humanity will have \$20,000 available to expend for this project through the Time of Performance date of June 30, 2027. Any remaining unspent FY27 balance after this date will be returned to the City's CDBG program and reprogrammed for another eligible activity. All other terms and conditions of the Subrecipient Agreement will remain in effect.

APPROVED:

By: _____
William B. McIntire Date
Mayor
City of Hagerstown

By: _____
Timothy Fisher Date
Executive Facilitator
Habitat for Humanity of Washington County

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND THE
HABITAT FOR HUMANITY OF WASHINGTON COUNTY**

This Agreement is entered into as of ___, September 2026, by and between the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, acting by and through the DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT (herein called the "CITY"), and the **Habitat for Humanity of Washington County** ("herein called the "SUBRECIPIENT").

WHEREAS, Congress in passing the Housing and Community Development Act of 1974, as amended, has placed an emphasis on the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income and has developed a system of block grants to aid in such purposes; and

WHEREAS, the CITY has applied for and received such a block grant, desires to conduct a program to encourage stable neighborhoods within the City by providing funds **to rehabilitate a reclaimed vacant home, eliminating blight, and increasing the supply of quality affordable housing**; and

WHEREAS, the SUBRECIPIENT is a private non-profit corporation incorporated in the State of Maryland whose mission is **bring people together to build homes, communities, and hope by providing safe, decent, and affordable housing opportunities for low- and moderate-income families**; and

WHEREAS, the SUBRECIPIENT has been selected by the CITY to receive CDBG funds and administer the **Rehabilitation of a Reclaimed Home Program** (hereinafter referred to as the "Program") **to fully rehabilitate a single-family home and return it to productive use as safe, affordable homeownership for a low- to moderate-income family**; and

WHEREAS, the services provided by the SUBRECIPIENT are consistent with the Community Development Block Grant Program (hereinafter referred to as "CDBG") Eligible Activity of "Rehabilitation"; and

WHEREAS, the SUBRECIPIENT further agrees to develop and retain sufficient documentation, as described herein below, to clearly support the CDBG eligible **Rehabilitation** activity for each instance of assistance provided by the SUBRECIPIENT; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT Agreement for the expenditure of CDBG funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a CDBG-funded **Rehabilitation of a Reclaimed Home** in a manner satisfactory to the City and consistent with any standards required as a condition of receiving CDBG funds. Such program shall include the following activities eligible under the CDBG Program:

- a. Provide comprehensive rehabilitation to address health, safety, code compliance, and energy efficiency of the property. The home must be resold to a household earning no more than eighty percent (80%) of Area Median Income, with priority given to families who are cost-burdened, living in substandard housing, or at risk of displacement.
- b. Eligible activities include:
 - a. Non-critical repairs such as:
 - i. Painting
 - ii. Weather stripping
 - b. Critical repairs such as:
 - i. Roofing
 - ii. HVAC repair/installation
 - c. Labor & Materials
 - d. Replacement of principle fixtures and components of existing structure
 - e. Water & Sewer Connections
 - f. Installation of security devices including smoke detectors
 - g. Water & Energy Conservation
- c. Ineligible activities include: landscaping; private sidewalks; garages and driveways; unless accompanied by other work at the structure.
- d. Public Sidewalks are ineligible without exception.
- e. Identify potential qualified clients. Collect and maintain data on household income in order to determine a client's eligibility for assistance under the Program.
- f. For purposes of the CDBG Program national objective of low- and moderate-income households, 24 CFR Part 5 definition of annual income shall be used to ensure the eligibility of each client. The documents to support eligibility shall include but is not limited to pay stubs for three consecutive months; two most recent bank statements; and award letter for any other source of income (i.e., Social Security, child support, etc.).
- g. Provide up to \$20,000 in CDBG grant funds to rehabilitate the property within the City of Hagerstown to be resold to an income-qualified household. Funds will be used to assist with rehabilitation costs. Subrecipient will contact the City for a determination of project eligibility before undertaking rehabilitation activity on a property.

- h. Create a written proposal (including photo) defining the anticipated scope of services prior to beginning the project and submit the scope of services to the City to review.
- i. No choice limiting action will be taken until an Environmental Review as listed in 24 CFR Part 58 has been submitted to the City for review and the City has provided written proceed to work documentation.
- j. Ensure competitive pricing on all work by obtaining three (3) written quotes for the scope of service from properly licensed contractors. In the event that a reasonable effort has been made to obtain three (3) quotes and two (2) written quotes have been obtained, a refusal to provide a quote may be submitted as the third quote. Contract must be awarded to the lowest price estimate. The subrecipient will ensure all work is done only by licensed professionals and that all contractor(s), subcontractors, or firms are properly licensed by the State of Maryland and the City of Hagerstown.
- k. All work will be done on a lump sum basis and will be approved by the Department of Housing & Community Development prior to beginning the project, including all income eligibility verification for each client by providing documentation listed in Section 1 Part f.
- l. Overseeing the progress and workmanship during all phases of the repair or replacement work done by the contractor(s), subcontractors, or firms.
- m. Request payment by sending an invoice plus adequate documentation to the City after determining that the repairs have been completed in a workmanlike manner. For each project, the following is the minimum required documentation to be sent to the City in one complete package:
 - i. Cover letter or memo identifying the project and requesting payment of the CDBG funds.
 - ii. For lump sum repairs, a copy of the contractor's or firm's work proposal that was pre-approved by the Community Development Department and an invoice for all of the work done.
 - iii. Original before and after photographs documenting all repairs.

2. NATIONAL OBJECTIVE

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; or aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208

The CITY has determined that the Program carried out under this Agreement will meet the **Benefit Low-and-Moderate Income Persons** national objective.

3. TIME OF PERFORMANCE

The time of performance shall be 12-months beginning on the 1st day of July, 2026 and ending on 30th day of June, 2027. Said time of performance may be extended in writing by the City upon request from the Subrecipient by May 1, 2027. Said extension is to

cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

4. BUDGET

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed **\$20,000.00** in CDBG funds for eligible incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Funding under this Agreement shall cover the Program costs.

<i>PROGRAM BUDGET LINE ITEM</i>	BUDGETED AMOUNT
Salaries	\$6,000
Fringe	\$0
Office Space	\$0
Utilities	\$0
Communications	\$0
Printing	\$0
Supplies and Materials	\$10,000
Mileage	\$0
Audit	\$0
Other (Equipment Rental)	\$0
Professional Services	\$0
Service Contracts	\$4,000
TOTAL CDBG	\$20,000.00

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by the City or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 2 CFR Part 200. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

The City may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its CDBG contract and then approved in writing by the City.

5. PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed **\$20,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section 4 herein and in accordance with performance. **Expenses for general administration shall not be paid under this Agreement.** Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

Reimbursement request must be mailed to: Margi Joe, Community Development Manager, Community Development Department, 14 N Potomac Street – Suite 200a, Hagerstown, Maryland, 21740 or e-mailed to mjoe@hagerstownmd.org. Payments shall be made within **thirty (30)** business days.

6. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient by tracking program progress, reviewing payment requests for applicable costs, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

7. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY

Margi Joe
Community Development Manager
City of Hagerstown

14 N. Potomac Street
Address

Hagerstown, Maryland 21740
City, State and Zip

Telephone: 301-739-8577 ext. 134

Fax Number: 301-739-3117

SUBRECIPIENT

Melanie Watts
Program Director
**Habitat for Humanity
of Washington County**

100 Charles Street
Address

Hagerstown, Maryland 21740
City, State and Zip

Telephone: 301-791-7701

Fax Number: 301-791-7701

8. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal regulations, Part 570 (the HUD regulations concerning CDBG) including subpart K of these regulations, except that the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58Part 5.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

F. Funding Source Recognition

The Subrecipient will insure recognition of the roles of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's

governing body. Such amendments will not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

Notwithstanding the prior two subparagraphs, the parties may agree to minor amendments to this Agreement, which are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's staff.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

9. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR Part 200, Subpart E, “(Uniform Guidance)”. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.302–200.303;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of four years. The retention period begins on the date of the submission of the City’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City monitors or their designees, HUD or other authorized representatives for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by **State or Federal Law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodian ship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income,

3. Audits and Inspections

If Subrecipient expends \$1,000,000 or more in a year in Federal awards, the Subrecipient shall have a single or program-specific audit conducted for that year in accordance with the requirements of 2 CFR 200, Subpart F ("Audit Requirements"). Subrecipient must send a copy of the final report to the City within the earlier of 30 days of the report's issuance or nine months after the end of the audit period. The City also reserves the right to engage an independent auditor to examine the Subrecipient's compliance with the requirements of 2 CFR Part 200 and this Agreement. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with Code of Federal Regulation requirements. This grant is made pursuant to and is identified as follows:

1. Federal Grant Title: Community Development Block Grant
2. Catalog of Federal Domestic Assistance Number (CFDA): 14.218
3. Federal and/or State Identification Numbers: B-**26**-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient.

Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income [as defined at 24 CFR 570.500(a)] generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Progress Reports

At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, reports, data and information as HUD or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a narrative of program activities, a description of the services provided, number of clients that have applied for, participated in or benefited from the services and relevant characteristics of the client population (age, gender, income, race, ethnicity and gender of single-headed households), performance standard outcomes, equal employment opportunity reports, applicable MBE/WBE requirements and applicable reporting forms attached hereto as **Appendix C, Part I** and incorporated herein by reference.

Said quarterly reports shall be submitted in a timely fashion (within 15 days of the end of each calendar quarter) and subject to the approval of the City prior to reimbursement of Subrecipient as set forth hereinabove. The City and Subrecipient reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.318–200.327.

3. Travel

The Subrecipient shall request written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 24 CFR Part 200 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Subrecipient and the CITY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Subrecipient will pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

10. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinance, resolutions and policies concerning the displacement of persons from their residences.

11. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with **local and state civil rights ordinances** and with Title VI of the Civil Rights Act of 1964 as amended, and Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the American and Disabilities Act of 1990, the Age Discrimination act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulation and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and the City issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and the City issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

2. Conflict of Interest

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318(c) and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

12. LEAD-BASED PAINT

The Subrecipient agrees that any acquisition, construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applies to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

13. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

14. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENT have executed this agreement as of the date and year last written below.

MAYOR AND CITY COUNCIL OF
HAGERSTOWN BY AND THROUGH
THE DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

HABITAT FOR HUMANITY OF
WASHINGTON COUNTY

By: _____

By: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SALVATORE & MORTON, LLC
CITY ATTORNEY

By: _____
Jason Morton, Sole Member

Date: _____

**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_(Oct-June).pdf

Description

Motion for Janitorial
Services

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: September 22, 2026

TOPIC: Approval of Janitorial Services Contract: 10/1/26-6/30/27

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and City Council to authorize and approve Ragland Cleaning Services as the City of Hagerstown's janitorial contractor for various buildings/facilities within the City of Hagerstown (this Motion will replace the previous Motion that was approved on June 23, 2026). These services were formally bid in May 2026 – Bid # B1862.26. Contract term is October 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 Ragland Cleaning Services. The FY27 annual amount is \$83,868.75, with a departmental breakdown as follows:

Department Name	Department Total
Fire Department	\$ 17,062.50
Parks Department	\$ 9,821.25
Public Works	\$ 38,070.00
Police Department	\$ 18,915.00
Grand Total =	\$ 83,868.75

DATE OF PASSAGE: 09/22/2026

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

Topic:

Approval of Historic District Design Guidelines

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

2026_0922_RS_Approval_of_HDC_Design_Guidelines_Full_Document.pdf

Approval of
Historic District
Design Guidelines

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: September 22, 2026

TOPIC: Approval of Update to the Historic District Commission
Design Guidelines

Charter Amendment

Code Amendment

Ordinance

Resolution

Other (Motion)

X

MOTION: I hereby move that the Mayor and City Council approve the attached update to the Historic District Commission's Design Guidelines and retire the existing Guidelines currently in effect. The Historic District Commission is directed to begin use of these newly adopted Guidelines at its next available meeting.

The Commission and staff are authorized by this motion to make non-policy adjustments and revisions to the Design Guidelines as needed in order that they be kept current in general content without further review by the Mayor and City Council. Any proposal that changes existing policy or sets new policies would require submission to this body for approval.

DATE OF PASSAGE: 09/22/2026

EFFECTIVE DATE: 09/22/2026

*HISTORIC
DISTRICT
DESIGN
GUIDELINES*

Hagerstown, Maryland

*LOOKING TO THE
FUTURE WHILE
PROTECTING OUR
ARCHITECTURAL
INTEGRITY*

INSIDE FRONT COVER RESERVED FOR MAYOR AND COUNCIL MOTION TO APPROVE OR
LETTER FROM MAYOR.

**ARCHITECTURAL DESIGN GUIDELINES
FOR THE
HISTORIC DISTRICTS OF
HAGERSTOWN, MARYLAND**

Originally adopted September, 1989 with subsequent revisions adopted in
1994, 2007, 2010, 2015, and 2016.

Adopted by the Mayor and City Council on **[INSERT DATE HERE]**

HAGERSTOWN HISTORIC DISTRICT COMMISSION

2026

Michael Gehr, AIA, Chairperson	
Leslie G. Allen, Vice Chair	William "Doug" Carroll
Robert E. Powell	Michael Heyser
Sven Alstrom, AIA	Richard Owens

Daniel A. Matonak, P.E., Ex-Officio, Structural Engineer
Tracy Carr, Ex-Officio, Sign Industry
Paula Reed, PhD, Historic Preservation Consultant

City of Hagerstown, 2026

William B McIntire, Mayor

City Council:

Kristin B. Aleshire

Tiara Burnett

Caroline Anderson

Sean Flaherty

Erika Bell

Scott Nicewarner, City Administrator

DPED Planning Operations, 2026

Jill Thompson, Director

Stephen R. Bockmiller, AICP, Deputy
Director, Planning & Zoning Administration

Valerie Feinberg, AICP, Senior Planner

Cody Barnhart, Asst. Zoning Administrator

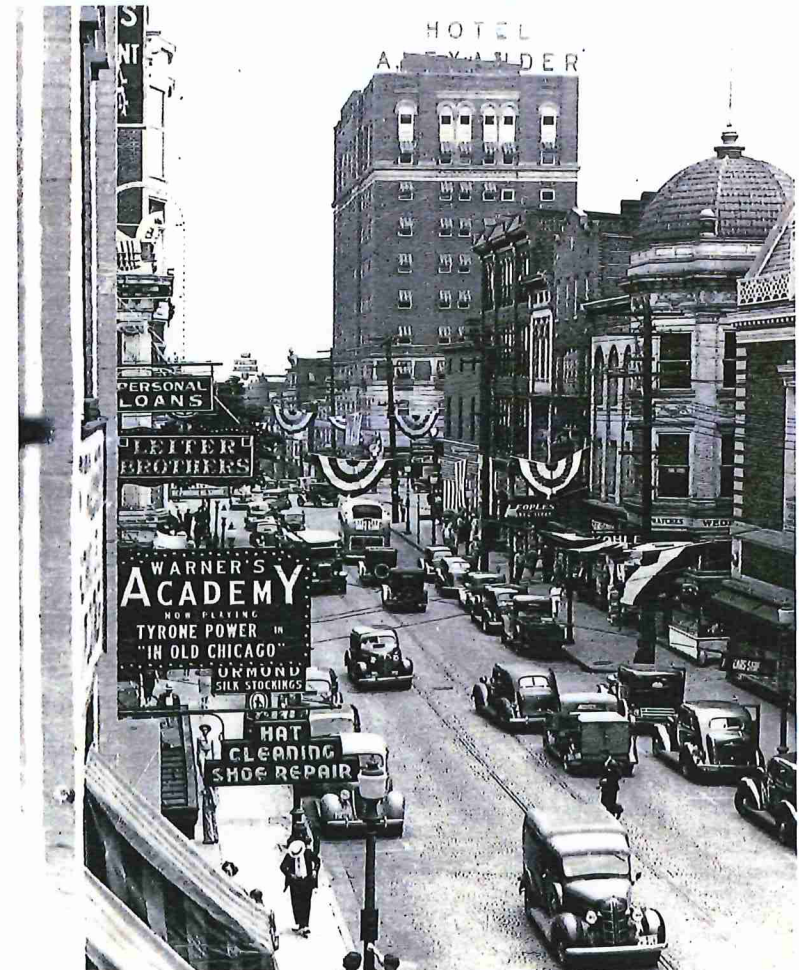
Matthew Ross, Planner (and staff to HDC)

Cornelia Hilgenfeld, Admin. Coordinator

The original version of this work, created in 1989, was commissioned by the City of Hagerstown and financed through a Community Development Block Grant. However, the contents and opinions contained herein do not necessarily reflect the views or policies of these agencies.

The 2026 updates to this document were predominantly the work of former Hagerstown Planner Joanna Wu, who served the City from 2023 to 2025. We thank her for her diligent efforts on this project.

Front Cover: Hagerstown's City Hall (1940). Funded by the Works Progress Administration, Hagerstown's current City Hall was designed by renowned Colonial Revival architect Robert E.L. Taylor (1881-1968). It replaced Hagerstown's second town hall, which stood on the site from 1817 until demolished to construct this building. (Staff Photo)



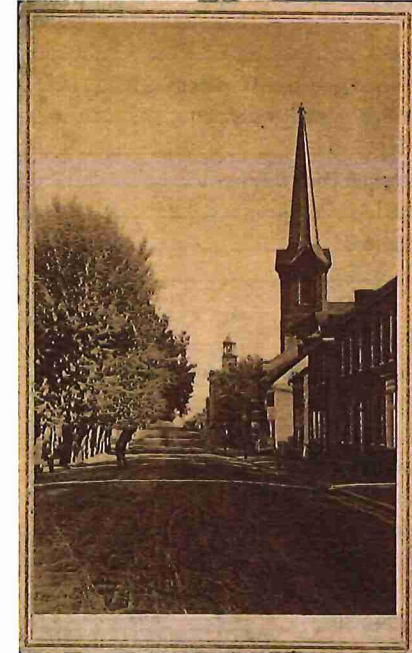
West Washington Street, viewed eastward toward Public Square, 1938. (Library of Congress Photo)

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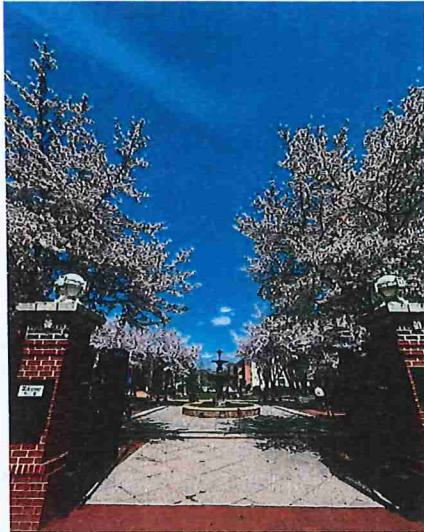
West Franklin Street, viewed to the east from approximately in front of today's United States Post Office building, circa 1875. Trinity Lutheran Church is seen at right. The church later relocated to North Potomac Street. Town Hall is seen in the background with the clock and bell tower. Although not seen here due to distance and lighting, the city's iconic "Little Heiskell" weather vane stood atop the town hall bell tower. Notice how street trees stood only on the left (north) side of the street, protecting the south-facing fronts of those buildings from the heat of the sun. The front (north) side of the buildings on the right did not receive direct sunlight. This photo was captured by pioneering local photographer Elias Recher. *(Library of Congress Photo)*

INTRODUCTION

Why Protect Historic Resources?

The City of Hagerstown is rich in nineteenth and early twentieth century architecture that is reminiscent of a time and place in the history of the City. These buildings and their settings are maintained and reused as a viable living and business environment that combine to form a unique asset to both the fabric of the City and community, *as well as its economy*. It is within the public interest to preserve and strengthen the City's historic areas so their contribution to the *economy and the image* of Hagerstown may continue.

In February 1988, a portion of the downtown was designated a "preservation design district" under the Hagerstown Zoning Ordinance (renamed to "historic district", effective September 26, 2008). The purpose of the historic districts is to protect, enhance, and promote the use of historic resources. Preservation of these resources serves to contribute to vibrancy of the economy, improve the quality of life of our citizens, and to safeguard the City's historic heritage.



University Plaza, West Washington Street (Staff Photo)

What is the Historic District Commission?

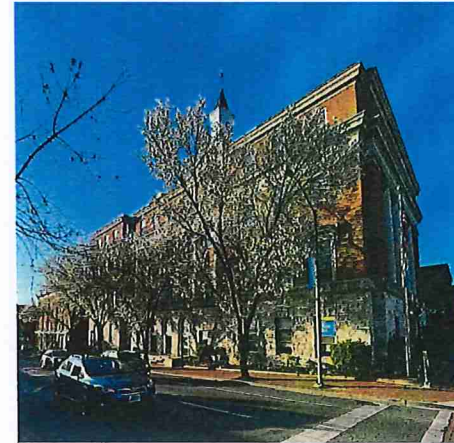
The Historic District Commission (HDC), previously known as the Preservation Design District Commission (PDDC), is a body whose legislated purpose is to protect and preserve the historical and cultural heritage of the City of Hagerstown. This Commission aids the City through review of proposed changes to buildings and sites in the historic districts and designated individual landmarks. More information about the HDC can be found in the Zoning Ordinance (Article 4 of the Land Management Code). The meeting schedule and agenda can also be found on the City website under "Historic District Commission."

The HDC is a body of seven voting members. At least five of those members reside in the City. There are also two additional ex-officio members representing the professions of structural engineering and sign design. An architectural historian serves as a consultant to the Commission. HDC members serve a three-year term and are appointed by the Mayor and City Council. All members must demonstrate special interest in historic preservation and/or specific knowledge or professional/academic training in fields such as history, architecture, architectural history, planning, archaeology, curation, conservation, landscape architecture, historic preservation, urban design, or related disciplines.

The HDC's Mission: Preservation and Progress

The HDC must weigh historic preservation and interest with the goal of a vibrant and valuable community. Most applications are approved by the HDC without amendment. Staff works with applicants to prepare applications consistent with these guidelines so almost all applications are approved either as submitted or with amendments made by the applicant to address concerns raised by Staff or the Commission.

Investment in the Historic Downtown



City Hall with East Franklin Street to the left (Staff Photo)

As part of an ongoing effort to revitalize Hagerstown's historic downtown, the City partners with private entities on catalytic downtown investment projects. In 2018, the City partnered with private entities, the State, and Washington County on an Urban Improvement Project which included the expansion of the Maryland Theatre, expansion of the Barbara Ingram School for the Arts, expansion of the University System of Maryland at Hagerstown (USMH), and the construction of a public plaza that connected the cultural trail through downtown. The Hagerstown Cultural Trail connects City Park to downtown while also providing public art in an effort to link assets and encourage revitalization of an underutilized portion of downtown. The HDC approved demolition of two contributing buildings to make way for new construction in publicly funded

aspects of the Urban Improvement Project. Public and private investment in downtown Hagerstown reflects the City's desire to protect historic resources while creating a new story to be told in the future. The chart beginning on page 1-4 details public investment in the Urban Improvement Project. The USMH Expansion is not included as there is no public funding involved in the project thus far.

Economic Development and Benefits

Protecting the City's historic resources has many benefits, both social and economic. In addition to maintaining the historic character and atmosphere of the districts, preservation of Hagerstown's historical features also has many economic advantages. Preservation means increased property values in the designated areas and increased local revenue for shops, restaurants, and businesses by increasing traffic in the downtown area. Rehabilitation of downtown brings consumers back to the downtown. They come to see the improvements being made, to enjoy the benefits of such a vital downtown, and to make the revitalized area their home. Downtown property owners benefit from the increased pedestrian traffic that a historically eclectic and rich downtown, like ours, attracts. Preserving architecturally impressive residential areas invites new residents to make our community their home.



The 100 block of West Washington Street looking east toward Public Square (Staff Photo)

As a benefit to property owners, the federal government, the State of Maryland, and Washington County each offer tax incentives to those property owners engaging in rehabilitation. Those tax benefits are as follows:

Federal Government:

- 20% federal income tax credit for approved rehabilitation.
- Applicable to both exterior and interior work.
- Rehabilitation **shall** meet the Secretary of the Interior's Standards and be approved by the National Park Service and the Maryland Historical Trust.
- Tax credits are only eligible for **income-producing** properties, including residential rentals. Owner occupied dwellings are not eligible for the credit.
- Rehabilitation costs **shall** exceed the adjusted basis of the property.

State of Maryland:

- Credits apply to state income taxes.
- Sustainable Communities Rehabilitation Tax Credit Program.
- Available for single-family, owner-occupied residential properties.
- Offers income tax credit equal to 20% of the qualified renovation costs, with a maximum of up to \$50,000.

- To be eligible for the benefits, residential home rehabilitation must exceed \$5,000 in two years, and commercial rehabilitation must exceed the adjusted gross basis of the property.

Washington County:

- Credits apply to county property taxes.
- A tax credit in an amount equal to 25% of the owner's expense for exterior restoration and preservation as documented.
- A tax credit in an amount equal to 5% of the owner's expense of the cost of exterior rehabilitation of an architecturally compatible structure attached to an historic structure.

Based on the economic impact to the downtown community and the benefits for property owners, preservation is a growing movement across the country, resulting in much more than just the restoration of old buildings. It is a significant tool for economic development and revitalization. Preservation of local historic resources ensures the enrichment of Hagerstown's historic district.

City of Hagerstown:

The City of Hagerstown offers a variety of programs, which may benefit property owners and developers in the historic districts. Available funding may fluctuate from year to year depending on decisions made in crafting the City's annual budget. These programs include:

Program	Requirement/Explanation	Incentive
Enterprise Zone	In City Center: • \$5,000 construction or rehab investment of one new job created Outside City Center: • \$50,000 construction or rehab of five new jobs created	• The Enterprise Zone initiatives are available to commercial projects or commercial portions of mixed-use projects only • REAL PROPERTY TAX CREDITS: 10-year credit against local real property taxes on the value of a portion of real property improvement • The New Jobs Tax Credit Program provides eligible companies with a six-year tax credit against both real and personal property tax
Partners in Economic Progress (PEP) Program	• The project shall be located within the PEP Zone in the City Center • Minimum investment for upgrade and improvement of commercial properties on the amount of: ◦ \$250,000 for commercial project ◦ \$100,000 for resident project and ◦ \$200,000 for mixed-use project <i>NOTE: As of 2026, this program has been temporarily paused and is being re-designed by the City for future reuse.</i>	• Annual Grant – equal to City Property Tax for five years • Utility Benefit – two free EDUs valued at \$13,800 • Parking Benefits – one year free and 50% discount for four years • Rent Assistant – provides a maximum total incentive of \$30,000 paid to the property owner/landlord for the first two or three years of a business' operation, with a commitment to occupy the space for a minimum of four years • Waiver of Development Fees – such as building permits, plan review fees, occupancy, and zoning fees • Fast Track Permitting – expedited review through PCAD and HDC and permitting

		• Code Flexibility – using Maryland Building Rehabilitation Code • Consultation on Historic Tax Credit Program – two hours of consultation on utilization of historic tax credits paid for by the City
Hagerstown Revolving Loan Fund Program	• Growth and Expansion • Rehabilitation • Code Compliance • Employee Recruitment and Retention • Façade Enhancement	• Maximum loan amount is \$200,000 or 80% of total project cost (whichever is less) • Maximum loan amount for working capital is \$30,000 • Minimum loan amount is \$10,000 • Additionally, micro-enterprise loans are available up to \$5,000 • The interest rate shall be fixed (rate established at LIBOR plus 1%, but shall not be less than 3%) • Term may not exceed seven years
Arts & Entertainment District	Maryland is one of the first states to develop Arts & Entertainment Districts on a statewide basis as a way to stimulate the economy and improve quality of life. Hagerstown's was one of the first designated in the State.	• The City and County both agreed to provide 50% property tax credit for 10 years on the increase in assessment, which results from a renovation project to create artist housing or space for A&E enterprises. • Enterprises are exempt from the collection of State of Maryland's Admissions and Amusement Tax.
Sign & Façade Grant Program	Provide an incentive to businesses and property owners to enhance their buildings presentation to the public with improved storefront designs and other façade elements to contribute to the overall enhancement of the City Center. This program is subject to funding availability and is on a first-come-first serve basis. All projects shall pertain to commercial, mixed-use and 100% residential buildings in the CC-MU Zoning District.	The program provides a 50% matching grant to approved project for the following amounts: • Grants range from a minimum of \$2,500 to a maximum of \$7,500 for façade projects • Grants range from a minimum of \$250 to a maximum of \$1,500 for sign projects • Grants require a one-to-one match from the applicant • Minimum project cost is \$500 for signs and \$5,000 for facades
Invest Hagerstown City Center and City-Wide Redevelopment Grant	Eligible applications • Available for office, retail, and mixed-use projects • Grants require 2:1 match from the developer or business	• Grants range from \$5,000 to \$25,000 for City-Wide and from \$150,000 to \$250,000 for City Center grants • Grants require 2:1 match • Minimum project cost is \$5,000 for City-Wide and \$450,00 for City Center • City Center grant is only available in City Center Mixed-Use (CC-MU) Zoning District • City-Wide grant is available within the corporate boundary of the City

About These Guidelines

These architectural design guidelines were prepared to assist property owners, developers, architects, and project designers in the historic districts. These instructions are meant to guide, rather than dictate, the design of alterations to existing buildings and construction of new buildings in order to achieve the goal of compatible new design in an area with a strong historic identity.

The guidelines set forth in this booklet are based on a broad view of the development of Hagerstown, its present-day physical condition, and anticipated future activity within the districts. These guidelines stress principles that will guide future building and preservation decisions.

These guidelines ARE intended to:

- Help reinforce the character of the districts and protect their overall appearance.
- Improve the quality of development.
- Protect the value of public and private investment.
- Preserve the architectural integrity of the districts and landmarks.
- Indicate approaches to design encouraged by the Commission.
- Provide an objective basis for decisions made by the Commission.
- Serve as a tool to assist property owners and architects in making basic design decisions.
- Increase public awareness of historic architecture and design issues.

These guidelines are NOT intended to:

- Control how space is used in a building's interior. The City's zoning ordinance regulates how properties are used. The HDC has no authority over the use of land or buildings (see footnote).
- Control appearance of the interior of a building. The HDC process affects only the design of the exterior of the building and the site.
- Guarantee that all new construction will be compatible with a historic setting. Guidelines can only guide design. They may help block insensitive design, but they cannot ensure sensitive design.

Secretary of the Interior's Standards for Rehabilitation

These guidelines are based on the Secretary of the Interior's Standards for Rehabilitation. These standards are applied to rehabilitation projects, in a reasonable manner, and consider the economic and technical feasibility of the project. The Secretary of the Interior's Standards are as follows:

- 1.) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.¹
- 2.) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

¹ The Historic District Commission has no authority to regulate the use of land or buildings and, as such, the HDC does not apply this standard in reviewing applications for work in the historic districts. The use of property and buildings is governed by the Zoning Ordinance which the HDC has no authority to supersede.

- 3.) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4.) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5.) Distinctive features, finishes, and construction techniques or examples of artisanship that characterize a property shall be preserved.
- 6.) Deteriorated historic features shall be repaired rather than replaced. When the severity of the deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7.) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
- 8.) Archeological resources affected by a project shall be protected and preserved. If such resources are disturbed, mitigation measures shall be undertaken.
- 9.) New additions, exterior alterations, or new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10.) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Preservation Easements



Hagerstown was once connected to other cities in the region by an inter-urban trolley system (Public Domain Photo)

There are times where the HDC will review projects that are also subject to the approval of the Maryland Historical Trust (MHT). This could be due to the use of State or Federal funds on tax credits for a project, or if the MHT holds a preservation easement on the property under review. While the HDC is independent of the MHT, generally, the HDC will defer to the expectations of the MHT in review projects. Oftentimes, the MHT's standards for work on a historic resource will exceed those of these guidelines. However, acquiescence to the MHT is not guaranteed. Although it rarely occurs, the final design of a project may be subject to negotiating and arranging for a design that will satisfy both local and state authorities. As of the publications of these design guidelines, the MHT holds preservation easements on the following properties in the City (not all of which are located within HDC regulated local historic districts):

- Hagerstown Armory (328 North Potomac Street)*
- Hamilton Hotel (92 West Washington Street)*
- Elliott-Bester House (205-207 South Potomac Street)
- Henry's Theater (7 South Potomac Street – Barbara Ingram School for the Arts)*
- Maryland Theatre (21 South Potomac Street)*
- Fairgrounds Entrance Building and Keeper's Residence (412 North Mulberry Street)
- Independent Junior Fire Company (105 North Potomac Street)*
- Presbyterian Church of Hagerstown (20 South Prospect Street)*
- St. John Episcopal Church (101 South Prospect Street)*
- The Terrace (951 The Terrace)*
- Washington County Museum of Fine Arts (401 Art Museum Drive, City Park)
- Pythian Castle (16 West Franklin Street)*

* Located in a Hagerstown Local Historic District and subject to HDC review.



Hagerstown Armory and Elliott-Bester House are Maryland Historical Trust easement properties. (Staff Photos)



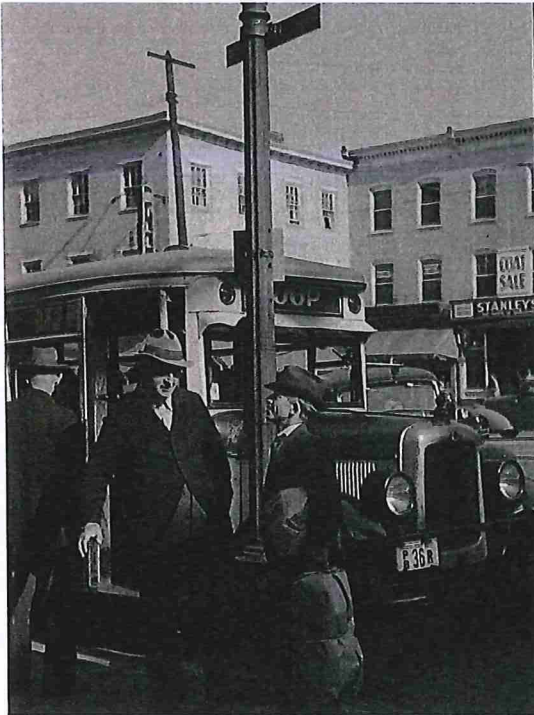
The Washington County Museum of Fine Arts is a Maryland Historical Trust easement property (Staff Photo)

Most of these easements affect only the exterior features of buildings, however some (e.g. The Maryland Theatre) also include agreements regarding interior elements of buildings. Before proceeding with work on a property subject to an MHT easement, the Commission strongly urges property owners, tenants, and contractors to contact the MHT to inform them of the planned work and seek its guidance on what reviews, if any, will be necessary to comply with the terms of the easement.

Advisory Sources

Preservation Briefs, published by the National Park Service, offer detailed information on various rehabilitation techniques such as cleaning masonry, repairing wooden windows, and exterior and interior finishes for Downtown buildings. Preservation Briefs are available through the City's planning office.

In order to assist in the preservation of the community's historic character, the Historic District Commission is pleased to present this Architectural Design Guidelines and Historic Preservation Guide. These guidelines have been established to assist property owners and the Commission in the design review of additions, new construction, and alterations to properties in the historic districts. Under this review, the historic physical appearance that creates the district can be preserved while accommodating new uses and community growth.



A summer Sunday afternoon shopping in downtown Hagerstown, circa 1938. The early 19th Century mixed use buildings in the background, and others to the left of this photo have iconically framed the north side of Public Square for approaching two centuries. (Library of Congress photo)

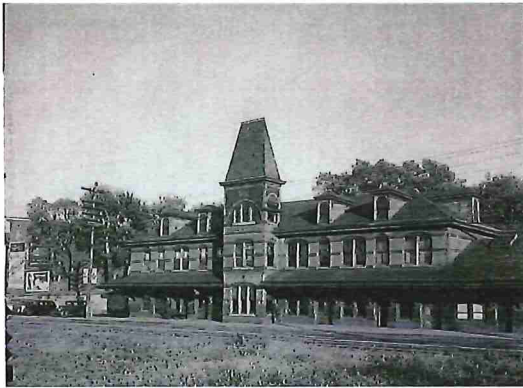


The Hamilton Hotel, circa 1905. The Hamilton was constructed in 1888 by former Maryland Governor and U.S. Senator William T. Hamilton, who was a Hagerstown resident. The building was recently renovated for commercial and residential apartment use (Washington County Historical Society Photo)

HISTORY OF HAGERSTOWN'S HISTORIC DISTRICTS

General History of Hagerstown, Maryland

Hagerstown, founded in 1762 by Jonathan Hager, has much history to offer its citizens and visitors. Initially, the town served the surrounding agricultural community via trading posts, grain mills, and as a center of local government (eventually becoming the county seat). Located near the Mason-Dixon Line and the Potomac River, Hagerstown became a major hub along transportation routes heading across the country in all directions, thereby acquiring the "Hub City" nickname. The widespread development of the railroads in Hagerstown led to a

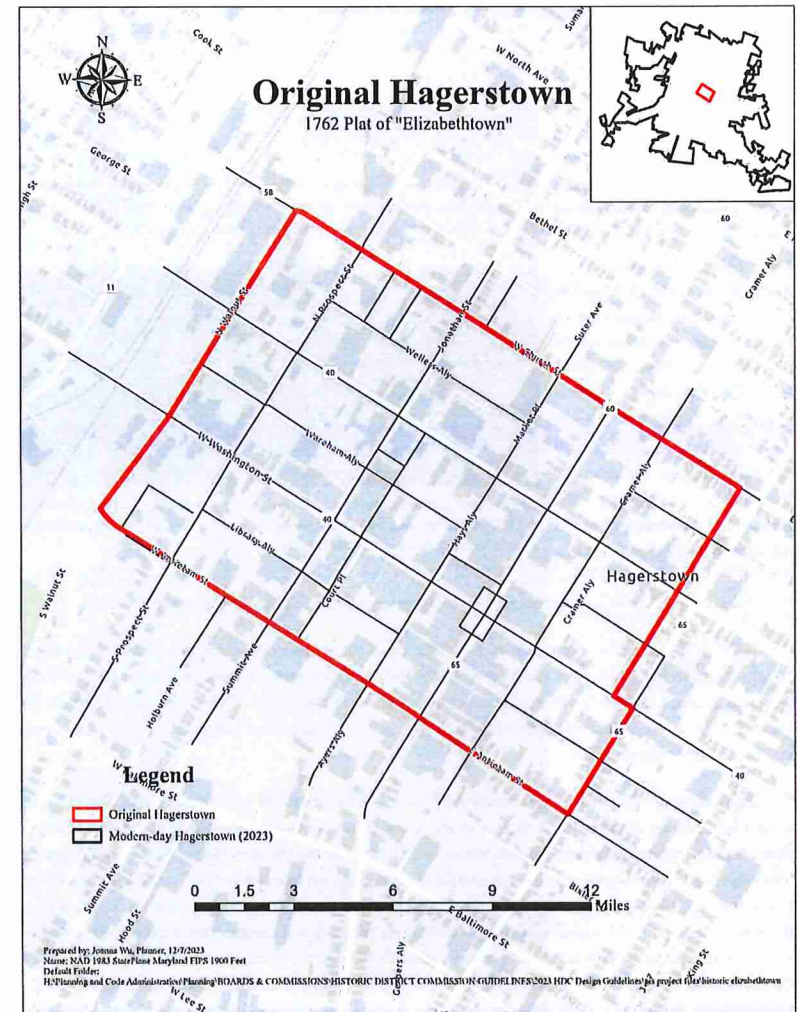


The Cumberland Valley Railroad Station was constructed in 1883. Demolished in 1967, it was located on Walnut Street where the Walnut Towers apartments stands today. (Library of Congress Photo)

boom in industrial and economic growth from 1880-1930. This historical period helped to establish the downtown area as the major institutional, commercial, and industrial hub of Western Maryland.

As a result of the economic expansion of the 1880s to 1940s, redevelopment of downtown Hagerstown transformed it from a small, rural town center to the thriving urban core it is now. Unfortunately, many fine Georgian, Federal, and early vernacular structures that stood prior to the 1880s have been lost by the march of time or altered substantially in the late 19th century. Some select examples from this earlier era still dot the city's streetscapes.

The original plat of "Elizabeth Town" contained 124 lots and covered the area from Walnut Street on the west, Church Street to the north, Antietam Street to the south, and about two-thirds of the distance from Public Square to today's, Locust Street. In the early 1770s, when the Maryland legislature was considering severing what is now Washington County and all lands to the west from Frederick County, Jonathan Hager lobbied the legislature to make Elizabeth Town – which he named after his wife – as the county seat of the new county. In 1776, a year after Hager's untimely passing in a construction accident, Washington County was created – the first of many in the future United States to be named after the leader of the Continental Army and future first President of the United States. Elizabeth Town was selected by the legislature as the county seat. While some form of local government existed prior to the form of a corporation in 1791, the official charter for the municipal government of Hagerstown was approved by the legislature in 1813 with the official name of "Hager's Town."



The town became the social and commercial center of the new county. The Maryland extension of the National Road was completed through the City in 1818, using what are today's West Washington Street, South Potomac Street, East Baltimore Street, and Frederick Street as its route through the City. The section of the National Road between Boonsboro and Hagerstown was the first "macadamized" road in the United States. A paved turnpike was later constructed on what is now Virginia Avenue, to improve access between the Chesapeake and Ohio Canal at Williamsport and Hager's Town.

The most significant development that propelled Hagerstown's growth was the development of the "iron horse." The first railroad to serve Hagerstown was the Franklin Railroad (later renamed the Cumberland Valley Railroad). The City was a stakeholder in the Franklin Road, which experienced periods of expansion and insolvency prior to the Civil War. It opened for business here in 1841, connecting our town to Chambersburg and Harrisburg. In 1868, the Washington County Railroad connected the city with the Baltimore and Ohio Railroad at Weverton, and quickly became a branch of that historic rail network. In 1880, the Shenandoah Valley Railroad connected with the Cumberland Valley Railroad at its terminus on Walnut Street, connecting Hagerstown to Winchester, Roanoke, and the other cities in the Valley of Virginia.



The Western Maryland Railway line on Foundry Street, opposite the railway's Hagerstown passenger station. Foundry Street is now Burhans Boulevard. The station - now the headquarters of the Hagerstown Police Department - is to the right of this photo (*Library of Congress Photo*)

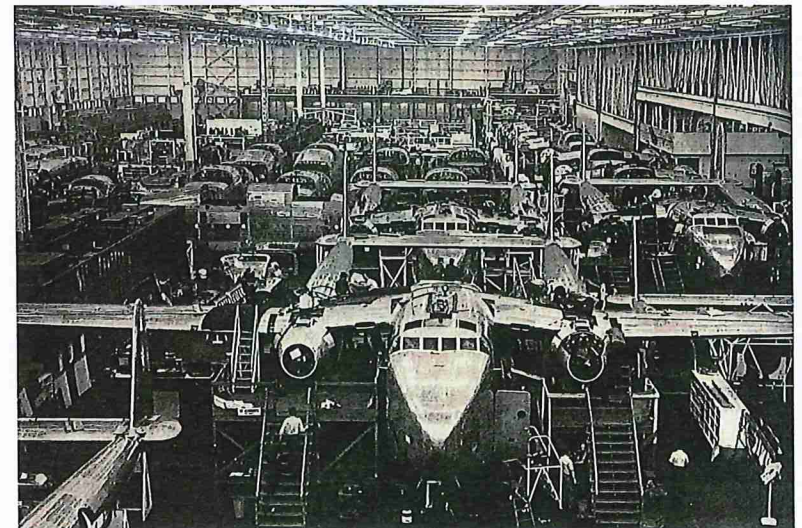
However, by far, the most important railroad development was the arrival of the Western Maryland Railway in 1872. This railway provided direct access to Baltimore, and the Western Maryland Railway located its regional roundhouse and maintenance shops in Hagerstown in 1906. This resulted in an explosion of development in the city's "West End."

The community was heavily impacted by the Civil War. Residents fought for both sides, and possession of the City changed hands between Union and Confederate forces several times throughout the war. The war had great import for our community's African American residents. An example being the Robert Moxley Band, some of whose members gained their freedom by joining the United States Colored Troops. With its location at the terminus of the Cumberland Valley Railroad, Hagerstown was a major supply center for equipping Union forces operating in the Shenandoah Valley. After the nearby Battle of Antietam in 1862, Hagerstown's public buildings (and many homes) became a hospital complex for wounded soldiers. During the Confederate retreat from Gettysburg on July 6, 1863, the streets of Hagerstown

became the site of what is believed to be the largest cavalry battle of the war fought predominantly in an urban environment. Exactly one year later, local leaders arranged for payment of a "ransom" that kept the city from being burned by Confederate forces.

By 1875, the City had expanded its footprint to extend from Washington Square in the west, to North Avenue in the north, Jackson Street (now Cannon Avenue) to the east and "Locust Point" to the south. It is within this area that two of the City's four historic districts - Prospect Street and Downtown - and part of a third, Potomac-Broadway, are located.

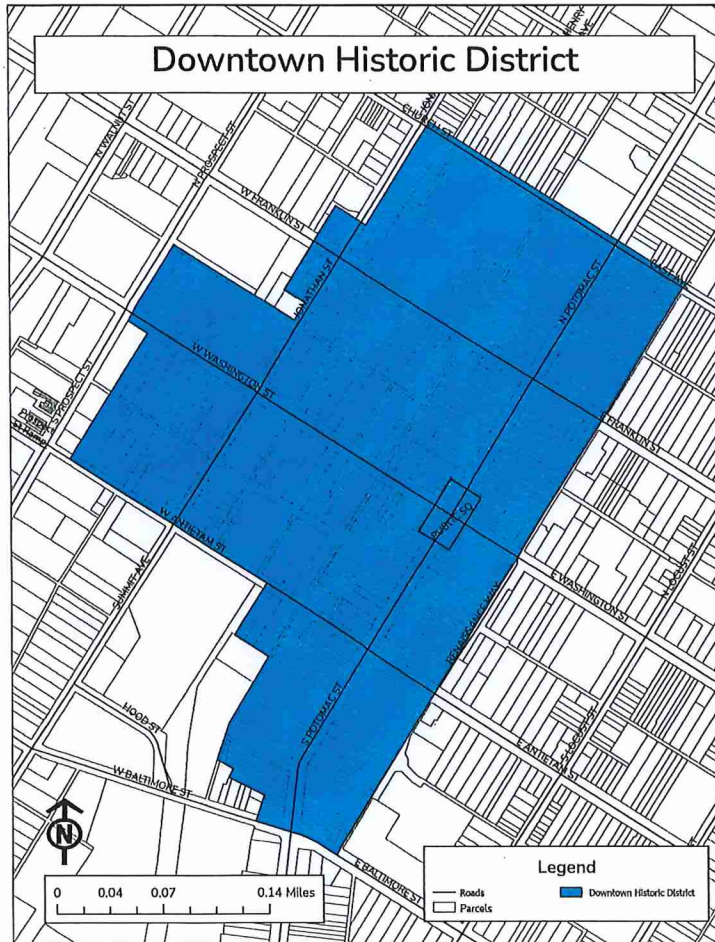
The zenith of Hagerstown's architectural history can be tied to its ascendancy as a manufacturing, banking, and transportation center - and its status as the second largest city in the State of Maryland - from the 1880s through the 1930s. It is during this period, much of what became the Potomac-Broadway, and the Oak Hill Historic Districts were developed. The Hub City's manufacturing industries contributed in many ways to victory in both World Wars, especially the construction of aircraft by Fairchild Aircraft Manufacturing Company during World War II.



Hagerstown citizens working toward victory in 1944 at the Fairchild aircraft factory on Pennsylvania Avenue. Here, they are assembling the C-82 "Packet" transport plane for military use. The C-82 was the precursor of the C-119 "Flying Boxcar" for which the city's new Atlantic League professional baseball team was recently named. Fairchild developed a system of using small local manufacturers to construct components of their planes and those components would then be delivered to this factory for inclusion in the final product. The defense industry came to refer to this as the "Hagerstown System". (*Hagerstown Aviation Museum*)

Downtown Historic District

Listed in the National Register of Historic Places as part of the Hagerstown Commercial Core Historic District on January 17, 1983, and as part of the Hagerstown Historic District on February 2, 1994. Designated as a local historic district by the Mayor and City Council on February 4, 1988.



2-5

Founded in 1762, Hagerstown served the surrounding agricultural community and as a center of local government (eventually becoming the county seat). It was noted for its numerous rich Georgian and Federal-style and stone vernacular buildings, many of which were lost to redevelopment during the 1880-1930 boom.



North Potomac Street, viewed from the south side of Public Square, circa 1868. The building to the right-center with the clock is the second town hall which was constructed in 1817 and stood until 1938 when it was demolished for the construction of the current city hall. (Washington County Historical Society Photo)

During the Civil War, Union and Confederate troops occupied Hagerstown on several occasions on the way to or from campaigns in Pennsylvania and Virginia. The "Ransom of Hagerstown" has become part of the cultural identity of the city. Widespread development of the railroads in Hagerstown (many of which are still active today) led to a boom in industrial and economic growth from 1880-1940. This historical period helped to establish Hagerstown as the center of life in much of Western Maryland. As a result of the economic expansion that followed, redevelopment of the downtown transformed it from a small, rural town center to the thriving economic core that it is now and is the collection of resources from the period that formed the heart of these historic districts.

The changing economy in post-World War II America brought with it significant challenges for the City of Hagerstown. The move of commerce and residential development to "suburbia" did not bypass Hagerstown and regional shopping centers appeared on the edges of the city. This created challenges for the downtown area to adjust and compete for business occupancy. Partly to address these challenges, Hagerstown's historic districts were created to capitalize on the unique resource that is the city's grand architecture and put it to use in the economic repurposing of the city's inner core area.



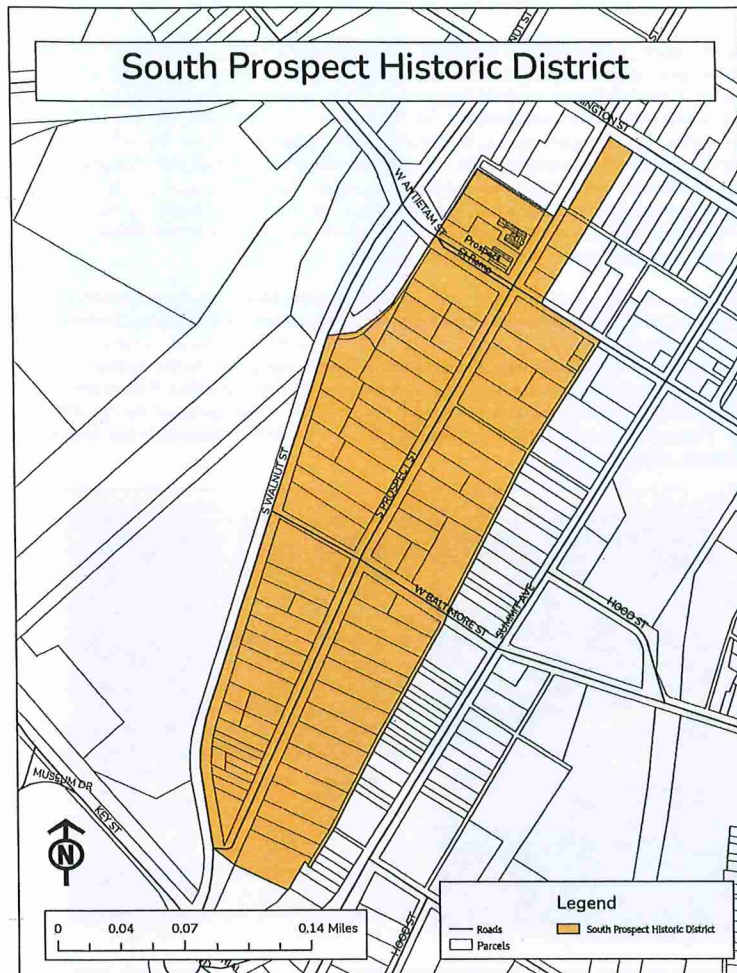
Downtown taken from the northeast (Staff photo)

The City has retained much of the architectural history of this booming period, helping to reflect life at the turn of the 20th century in Hagerstown. At the core of the City is a compact business and government center. Surrounding the Downtown are the urban row house and mansion house neighborhoods developed for Hagerstown's boom era workers, industrial magnates, and business managers. Some pre-Civil War homes of Hagerstown's early settlers also dots the map. All of these historical periods have led to a vast and eclectic city. Hagerstown's inner core is comprised of many different styles, all of which overlap and create a unique place steeped in its own rich history, which spans the course of American History as well.

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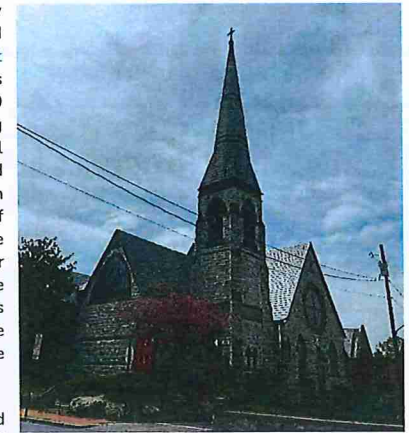
South Prospect Street Historic District

Listed in the National Register of Historic Places on October 1, 1979. Designated as a local historic district by the Mayor and City Council on February 4, 1988.



South Prospect Street is a nineteenth and early twentieth century residential neighborhood located along the crest of a hill on the southwest edge of today's downtown. The street stretches for three blocks and is lined with more than 50 structures (mostly residential) representing America's varied and strong architectural heritage. They express a uniformity of quality and scale which ties South Prospect Street into an important urban streetscape yet offer an array of architectural styles. Although many of the buildings have been adapted for purposes other than their original uses and some have undergone renovations, most of the structures and the street as a whole retain the environmental characteristic of the area in the early 1900s.

The variety of architectural styles represented gives South Prospect Street its strongest and most significant character. The styles represented include Neoclassical, Classical, Gothic Revival, Italianate, Second Empire, and Queen Anne. The only non-domestic buildings are two stone Gothic Revival Church buildings erected in the early 1870s: Saint John's Episcopal Church and the First Presbyterian Church.



Saint John's Episcopal Church on South Prospect Street at the "Dry Bridge". Saint John's Church was constructed circa 1872 after the congregation's previous house of worship on Summit Avenue was consumed by fire. (Staff photo)



South Prospect Street is said to have been opened in 1832 by William D. Bell, who widened a small alley into the present street. It spans Antietam Street, via a bridge known locally as the "Dry Bridge." It was improved with an ornamental metal railing and a flight of masonry steps leading down to the lower-level cross street. The bridge was rebuilt in the summer of 1976. The railing appears to date from the early 1900's and bears the name "B.F. Null and Son, Hagerstown." Many of the early brick sidewalks remain, contributing to this District's historic charm and character.

The intersection of Prospect Street and West Washington Street, looking toward Public Square, circa 1880. The Presbyterian Church is on the right (Washington County Historical Society Photo)

Potomac-Broadway Historic District

Listed in the National Register of Historic Places (December 12, 1990). Designated as a local historic district by the Mayor and City Council in 1992.



The Potomac-Broadway Historic District consists largely of a late nineteenth and early twentieth century residential area with most buildings dating from 1870-1930. Major architectural styles found in the district are Second Empire, High Victorian Gothic, Queen Anne, Colonial Revival, Spanish Colonial Revival, and American Foursquare. The district contains large prestigious mansions, slightly smaller scale single-family houses, more modest houses and duplexes, and urban townhouses.

A large percentage of this district is in the RO and N-MU zoning districts which permit a mixture of commercial and residential uses. The mansions on the west side of North Potomac Street and Oak Hill Avenue are set well back from the street by tree-shaded front lawns [along the crest of a hill](#). The homes on the east side of North Potomac Street and Oak Hill Avenue and on Broadway and East North Avenue contain smaller front yards than those of the mansions. The townhouses on lower North Potomac Street and North Locust Street are set against the sidewalk. Together these buildings and settings portray the growth and development of Hagerstown from the late nineteenth century through its major commercial and industrial boom period from about 1880 to the 1930s. The 400 block of North Potomac Street and 600 block of Oak Hill Avenue contained the homes of Hagerstown's business leaders who either created or rode the tide of the economic boom to great prosperity.

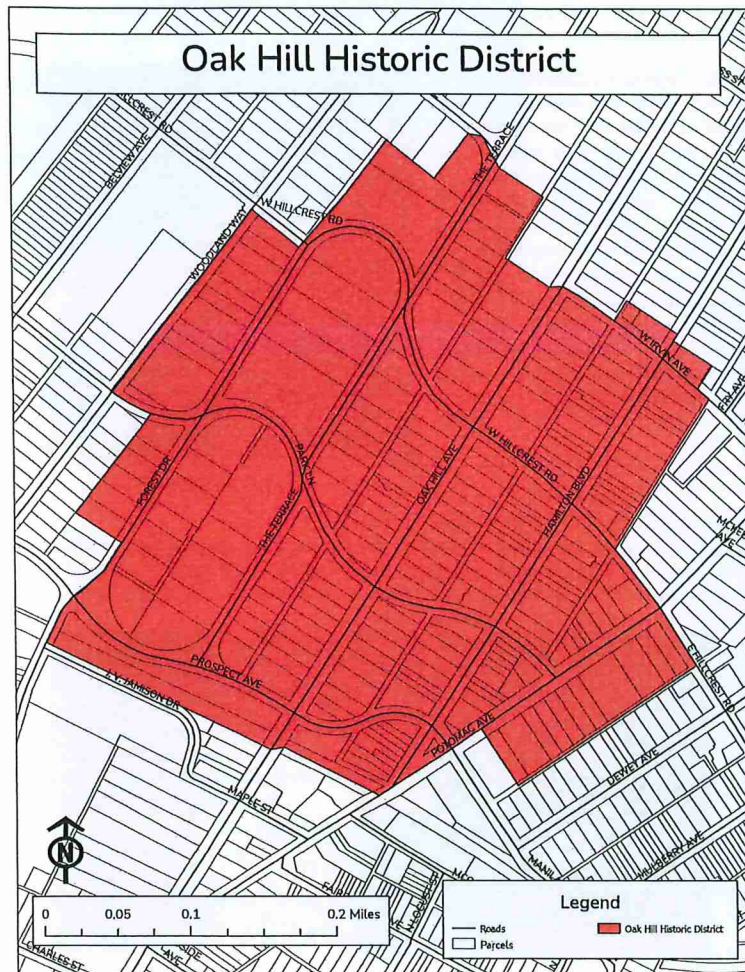
This district was also home to insurance brokers, jewelers and executives with numerous manufacturing companies and banking establishments. Many salesmen, clerks, mid-level executives and craftsmen lived on Broadway and North Avenue. The district is located between the Oak Hill and Downtown Historic Districts. [Arguably Hagerstown's most elaborate historic homes are located on the west side of North Potomac Street on the crest of the hill.](#) This district is also the home of Bloom Park, which has the distinction of being the third-oldest war memorial to the veterans of the Spanish-American War in the country. [Dedicated on July 4, 1900, it was preceded by mere weeks by memorials in Los Angeles and Grand Rapids, Michigan.](#)



Early postcard depicting Bloom Park and homes in the Potomac-Broadway Historic District (Public Domain Photo)

Oak Hill Historic District

Listed in the National Register of Historic Places (September 18, 1987). Designated as a local historic district by the Mayor and City Council (February 4, 1988).



The Oak Hill Historic District is an early-to-mid twentieth century neighborhood. Historically, the district is associated with a period, circa 1900-1941, in which Hagerstown experienced industrial and population growth unprecedented in the City's history. The district is also important for its association with significant people in local history. Oak Hill was home to many, if not most, of the City's industrial, commercial, social, and cultural leaders of this period.



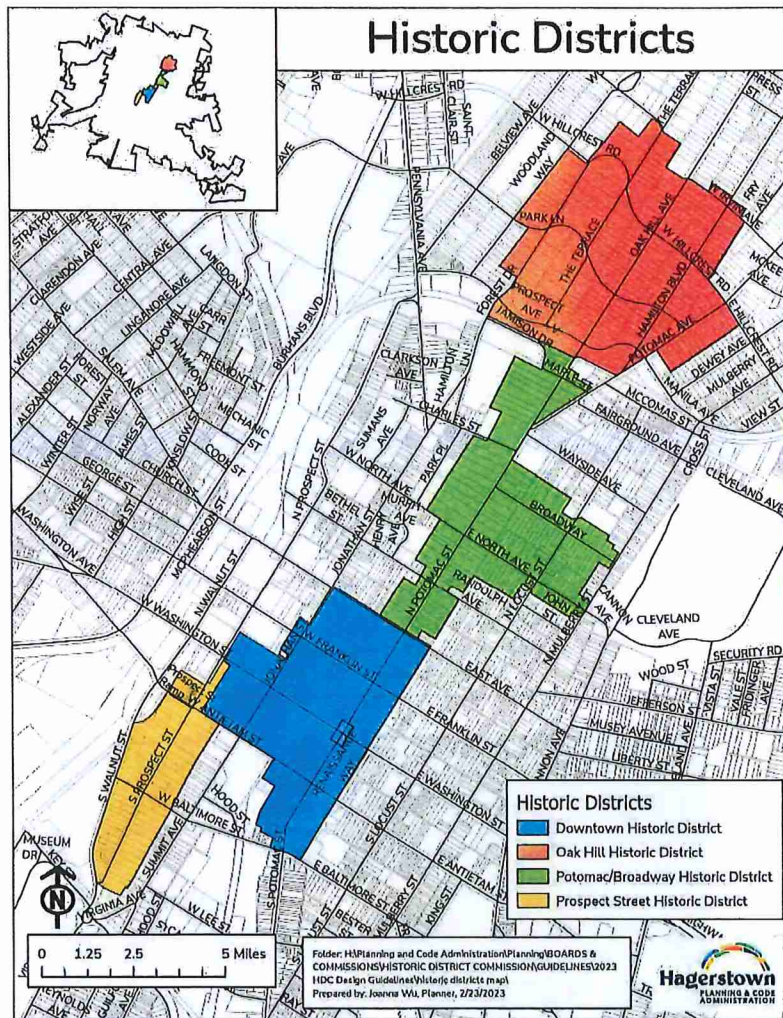
The Oak Hill Addition to Hagerstown was laid out in 1909 for Mrs. Clara Jenness Hamilton, the widow of [Governor William T. Hamilton](#). The properties were sold by [Mrs. Hamilton and her daughter Julia Hamilton Briscoe](#), with covenants in the deeds affecting type, use, cost, siting, and settings of buildings. Only residential structures were allowed. The minimum cost of a house was designated as \$2,500. "Objectionable and unsightly" outbuildings were forbidden. Mrs. Hamilton also retained rights to the trees lining the streets.

Architecturally, the houses in the district represent examples of the major architectural styles popular for residential construction in the first third of the twentieth century. The major styles found within the Oak Hill district are generally Colonial or Georgian Revival in stylistic influences; however, excellent examples of Spanish and Tudor Revival, American Foursquare, Queen Anne, Dutch Colonial, and Bungalow also exist. The buildings include some of the finest examples of these styles found in Hagerstown and collectively exhibit a range of architectural expressions, artisanship, and technique of the period.



From the point of community planning, the Oak Hill area is important as the first and only significant section of Hagerstown to be developed along the lines of the Garden Suburb Movement that began in America in the late nineteenth century. The district is characterized by large lots, open spaces, deep setbacks, curving streets, and tree-lined boulevards.

A prominent Tudor-influenced home on The Terrace in the Oak Hill Historic District (*Staff photo*)



Local Landmarks

The Hagerstown Zoning Ordinance (Article 4 of the Land Management Code) provides a process to establish a "landmark." A landmark is a single-property historic district that, once created, is subject to the same design reviews as it would be if it were in a historic district. As of 2023, the City has established the following nine landmarks:

- Verdant Mead (Leitersburg Pike)

Verdant Mead, also known as "Simon's Rackt" is a two-story, two-section stone house with a wide porch that was built sometime in the late 18th century or very early 19th century, possibly by Ludwick Young, who sold the property in 1814 to Benjamin Barr. It was the main home for a 455-acre farm. When this property was annexed into the city, it was assigned commercial zoning. The lands around the house were developed for a shopping center and the house itself was renovated for commercial use.



Verdant Mead (Staff photo)

- Leonard Middlekauff House (Pennsylvania Avenue)

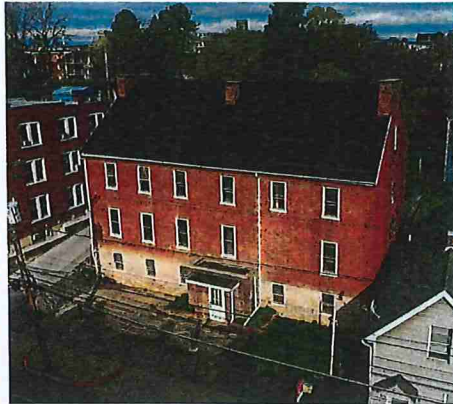
Constructed in 1845, the Leonard Middlekauff House is located at the intersection of Pennsylvania Avenue and North Burhans Boulevard, it is zoned commercial and cannot be used for residential uses. Leonard Middlekauff Jr. constructed the home of cut stone, and it retains its original ornamental massing and form, although with some later alterations.



Leonard Middlekauff House (Staff photo)

- Alms House (North Locust Street)

Constructed in 1799, the Washington County Alms House is located on North Locust Street. It was the main building of a complex that stood on the edge of town constructed by the County to house the destitute, mentally ill, and others who could not care for themselves. Local lore states that it was briefly used as a Confederate army hospital after the Battle of Gettysburg. No proof has been found to document this but its cemetery, which was located to the northeast, was used to inter Union and Confederate soldiers who died in Hagerstown throughout the war. It ceased operations as the county alms house in 1880 when Bellevue Asylum (a new almshouse) was constructed on Pennsylvania Avenue. Purchased and stabilized by the City for years, it was sold by the City into private ownership in 2023.



The Washington County Almshouse (Staff photo)

- Greystone Manor (Security Road)

Greystone Manor is a 2.5-story stone farmhouse influenced by the Georgian style. It was constructed in the 1830s on what was then a 93-acre farm. Greystone Manor was owned in the early 20th century by John L. Cost, a Union Civil War veteran who is memorialized at Fairgrounds Park with a monument to his efforts as a leader of the Washington County Fair for many years.



Greystone Manor (Staff photo)

- Middlekauff House (Concord Street)

On the south side of Concord Street, the Middlekauff House was constructed in 1890-1891 by Calvin and Cornelia Middlekauff in the subdivision known as "Eyerly's Addition to Hagerstown." It is a 2.5-story, brick Victorian period dwelling, five bays wide, with a full-width covered front porch. A rear ell projects to the rear off the western portion of the house.



Middlekauff House (Staff photo)

- F. Stevens House (West Washington Street)

Constructed around 1850, the F. Stevens house is located on the north side of West Washington Street. This pre-Civil War home is a three-bay wide Federal style influenced two-story brick dwelling with a rear ell centered in the former rear façade. It was constructed right on the right-of-way of the National Road, and its occupants witnessed the use of it as the main east-west highway through the city in the mid-19th century.



F. Stevens House (Staff Photo)

- Ridenour's Folly (West Washington Street)

Constructed in the mid-19th century, Ridenour's Folly is a five-bay wide, center-hall Georgian style influenced dwelling. It is located on the north side of the National Road and served as the principal residence on that farm property.



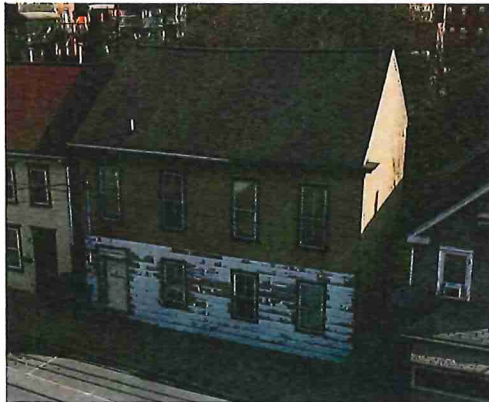
Ridenour's Folly (Staff photo)

- Saylor House (Dynasty Drive)**
 Located in Kiwanis Park, the circa 1800, vernacular stone dwelling is perched on a knoll with a sweeping view of Antietam Creek. A derelict shell when acquired by the City, it is used as an outdoor classroom by a local historic preservation group to teach old-world preservation skills.



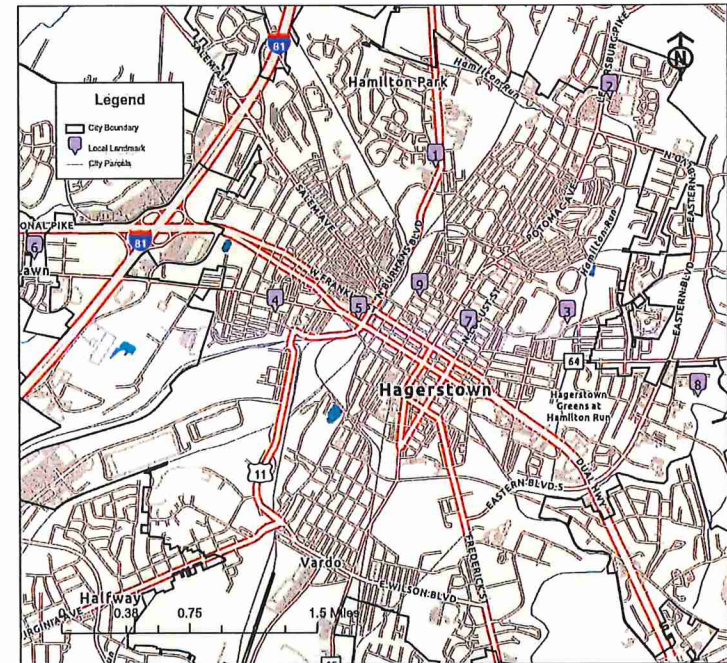
Saylor House (Staff Photo)

- American Hall (Bethel Street)**
 Constructed in 1883, American Hall is tied with another in St. Michaels as the oldest standing Grand United Order of Odd Fellows (G.U.O.O.F.) lodge building in the State of Maryland. It is one of the most historic buildings associated with the African-American community in Western Maryland. The G.U.O.O.F. was the organization for African-Americans interested in the Odd Fellows fraternity. This building was the home of the General Nathaniel Lyon Post #31, Grand Army of the Republic (G.A.R.) from the time it was completed until around World War I. It is also identified with significant Civil Rights figures Jacob Wheaton and his son, John Francis Wheaton. It is currently undergoing restoration which is slated for completion in late 2027.



American Hall (Staff photo)

Local Landmarks in Hagerstown, Maryland



Address	Number
Leonard Middlekauff House	1
Verdant Mead	2
Greystone Manor	3
Middlekauff House	4
F Stevens House	5

Address	Number
Ridenour's Folly	6
Alms House	7
Saylor House	8
American Hall	9



Default Folder: H:\Planning and Code Administration\Planning\BOARDS & COMMISSIONS\HISTORIC DISTRICT COMMISSION\GUIDELINES\2023 HDC Design Guidelines\project West\Local Landmarks
 Prepared By: Joanna Wu, Planner, 2/21/2023

ARCHITECTURAL STYLES

As an ever-evolving community, our neighborhoods and historic districts are not limited to one or a handful of specific architectural styles. Rarely are historic districts a window to one specific period of time. Hagerstown and her historic districts have been influenced over a quarter of a millennium by numerous styles and forms of construction that became popular, then receded from popularity over the course of time. Basic historic preservation theory dictates that each historic building should be preserved as a product of its own time and not modified to fit in with some overarching thematic period of time assigned to the district. The following styles are the primary architectural influences on Hagerstown's historic districts.

Late 18th and Early 19th Century Vernacular C.1760-1830

This early style of architecture, found only in the earliest of Hagerstown homes, is characterized by a smooth façade and steeply pitched roof, simple trimming, vertical windows with small panes, and exterior detail that focuses on the main entranceway, most surviving examples are of stone or log construction. Few urban examples of this type of architecture survive. The Jonathan Hager House in City Park is a rural Germanic example of this form of architecture. The Almshouse on North Locust Street is a more urban example, as well is the Elliott Bester House and the Saylor House.

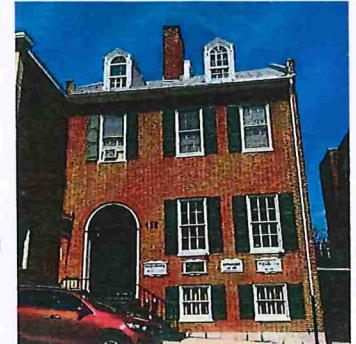


The Jonathan Hager House in City Park (Wikipedia – Acroterion)

Federal/Neoclassical, C. 1780-1830

The Federal style was the dominant formal architectural influence during the early years of the new nation. They are delicate in decoration, while still mimicking the general form of their Georgian predecessors. English architect Robert Adam is credited with popularizing the style, which is characterized by:

- symmetrical façade, three or five bays wide
- two-story heights
- entrances with rectangular transoms or elliptical fanlights above the door and a classical surround
- sash windows, usually with six panes per sash
- three-part windows, a central six-over-six sash, flanked by narrow sidelights
- design elements such as swags, garlands, urns, and geometric patterns
- the addition of a third floor with small window dormers.

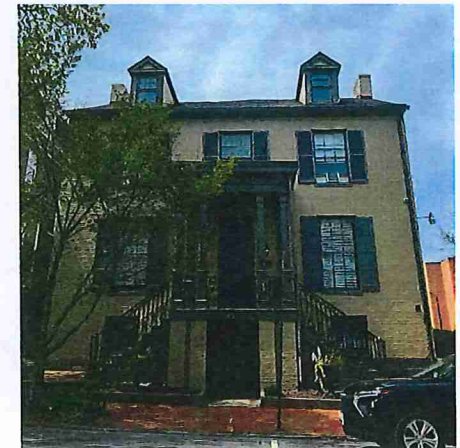


The Federal/Neoclassical-style Kneisley Building at 152 West Washington Street (Staff photo)

Greek Revival, C.1830-1860

This style spread across America between 1830 and 1850, as migrants from the northeast built houses in the new territories. Archeological excavations heightened American awareness of ancient Greek Architecture, which was characterized by this revival. The major characteristics of the style include:

- low-pitched gable or hipped roofs
- porches across the entire façade
- classical details such as square posts, columns, and pilasters
- entrances with transoms and sidelights
- broad frieze below cornices, occasionally with rectangular attic windows.



The Greek Revival-style Hagerstown Women's Club at 31 South Prospect Street (Staff photo)

Italianate Residential, C. 1830-1880



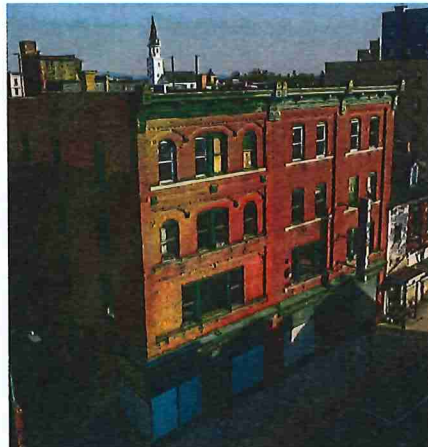
The Italianate-style house at 120 S Prospect Street (Staff photo)

This style of architecture is based on Italian townhouses, especially in the Tuscan Valley. It is characterized mainly by bracketed cornices above simple masonry walls. Other characteristics include:

- colors that reflect nature
- classical ornamentation
- finished walls, usually stucco
- rounded arches
- low-pitched gable or hipped roof
- porches or arcades that span the façade or a small portico surrounding the entrance
- tall windows/large ground level openings.

Italianate Commercial, C. 1860-1900

This style of commercial architecture is based on Italian country homes, especially in the Tuscan Valley. It is characterized mainly by bracketed cornices above simple masonry walls. Other characteristics include colors that reflect nature, classical ornamentation, rounded arches, a flat roof, and tall windows/large openings at the ground level.



The Italianate Commercial-style Shockey Building located at 26 Summit Avenue (Staff Photo)

High Victorian Gothic, C. 1870-1890

The Gothic Revival, which drew upon Medieval English country houses, gained popularity in the mid-19th century. In an attempt to reject classical symmetry and design and create a picturesque effect via exotic forms and romantic compositions, this style is characterized by:

- steep gabled roofs, often with multiple gables
- towers and/or cupolas
- angular gingerbread eave decoration
- complex, decorative, chimney stacks
- frame or masonry construction
- board-and-batten siding
- pointed or three-centered arches.



Governor Hamilton's Gothic-style home on The Terrace (Staff Photo)

Eastern Stick, C. 1860-1890

The Eastern Stick style derives its name from the decorative exterior "stick work" which often simulates structural members on frame buildings. The style also expresses angular braces on porches, balconies, and gables. Other characteristics of this style include:

- wood siding
- large verandas or covered porches
- steep roofs
- simple railings, posts, and details.



Eastern Stick-style house at 121 S Prospect Street (Staff Photo)

Second Empire, C. 1860-1900

This style of architecture is loosely based on French examples and originated during the reign of Napoleon III. The main distinguishing features between this style and Italianate are the double-sloped Mansard roof with dormer windows and sometimes the presence of a tower. Other characteristics include:

- highly decorative exteriors
- prominent projecting and recessing façades
- Mansard roofs with dormer windows
- classical features such as pediments and balustrades
- symmetrical and rectangular floor plans.



Second Empire style house at 202 S Prospect Street (Staff Photo)

Queen Anne, C. 1880-1910

The Queen Anne style derives from an English Medieval style. The major characteristic of the style is the irregular massing and the use of round or polygonal towers, which is seen in most versions of the style. Other characteristics of this period include:

- asymmetrical plans
- variety of surface treatments, textures, and colors
- elaborate decoration, especially trim, shingles and brickwork
- irregular roofline with multiple steep gables
- conical-roofed tower at a front façade corner
- projecting bays
- double-hung windows with multiple small lights in the upper sash
- stained glass windows and transoms
- porches.



Queen Anne style home on Reynolds Avenue (not in historic district) (Staff Photo)

Richardsonian Romanesque, C. 1870-1910

This style of architecture is named after its founder, Henry Hobson Richardson, and is a revival of the Romanesque architectural style of medieval Europe. Its distinguishing characteristics are massive stonework or brickwork and textured masonry detailing. Major characteristics include rounded arches, turrets, hipped or pointed roofs, and large proportions (both in size of buildings and in detail).



Richardsonian Romanesque-style Nicodemus House at 170 West Washington Street (Staff Photo)

Colonial Revival, C. 1880-1930

Born at the time of the American Centennial in 1876, this architectural style marks a return to the building forms and details of the Colonial Period. Houses built in this revival style often combined turn-of-the-century building forms with decorative elements derived from eighteenth century architecture. The majority of the houses in the Residential Historic Districts are based on Georgian prototypes, the characteristics of which include:

- symmetrical façades
- gabled, hipped or gambrel roof forms
- masonry or frame construction and Flemish bond brickwork patterns
- multi-pane sash windows
- porches with heavy tapered columns and balustrades with square balusters
- entrances located at the center of the façade with transoms and sidelights.

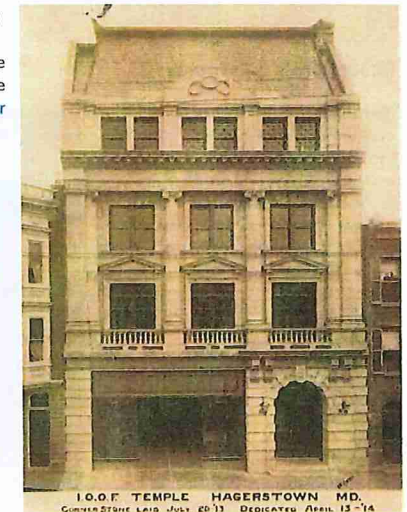


Colonial Revival-style House at 945 Forest Drive (Staff Photo)

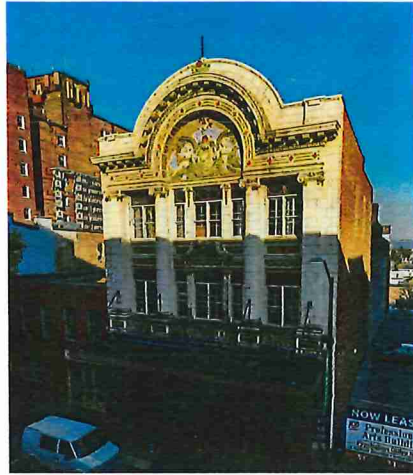
Beaux Arts/Classical Revival, C. 1880-1920

This architectural style was named after the Ecole des Beaux Arts (the national French institute for fine arts) and is a sub-section of neo-classicism. Major characteristics of the style include:

- bold, sometimes flamboyant, ornamentation
- paired columns, domes, pavilions, and intricate carvings
- projecting façades, grand staircases, and a variety of stone finishes.



Historic postcard photo of the Beau Arts-style Independent Order of Odd Fellows Building at 111 South Potomac Street, which was constructed in 1913. (Public Domain Photo)



The Terra Cotta Commercial-style Colonial Theatre at 11 South Potomac Street (Staff Photo)

Terra Cotta Commercial, C. 1900-1930

This architectural style is used in conjunction with the Beaux Arts style. It marks and represents the introduction of a new construction material-glazed terra cotta. The defining feature of the style is that it uses terra cotta to create classical elements in a decorative way. The style uses a wide variety of colors and incorporates many details.



Tudor Revival, C. 1910-1940

Tudor Revival is an architectural style inspired by the English Tudor style. Tudor homes often have a distinctive half-timber detailing to pay homage to the original Tudor style. Characteristics of this style include:

- one to two stories
- use of natural materials
- stone, brick, or stucco exteriors
- half-timbered exteriors walls with wooden beams
- asymmetrical forms
- multiple gables and eaves
- tall, multi-pane windows
- use of arches, including Tudor pointed arches on doorways and windows
- parapets
- large-scale stone or brick chimneys that sometimes include multiple flues.



Tudor Revival-style house at 815 The Terrace (Staff Photo)

Tudor Professional, C. 1910-1940

This architecture style is inspired by the English Country Cottage and involves a revival of the Tudor Style. The major characteristics include the use of stucco, presence of a massive chimney, and irregular massing. This revival involves:

- perpendicular features
- heavy brickwork
- dormer windows
- round-headed arches
- oak paneling
- relief plaster detailing.



Tudor Professional-style Tiger Eye Investments building at 147 West Washington Street (Staff Photo)

Spanish Colonial Revival, C. 1915-1940p

This architectural style is a form of Colonial Revival. While less popular in Hagerstown than the Georgian revival, there are still several excellent examples throughout the city. Characteristics of this style include:

- stucco finishes on exterior walls
- tiled roofs
- wrought iron trim, window grilles and balconies
- carved and molded details
- irregular plans.



Spanish Colonial Revival-style house at 811 The Terrace (Staff Photo)

Dutch Colonial Revival, C. 1915-1940

The Dutch Colonial style is a subtype of the Colonial Revival. The style is derived from the buildings constructed in New York and New Jersey by Dutch settlers in the seventeenth and eighteenth centuries. Major characteristics usually include:

- one and one-half story buildings
- broad, sloping gambrel roof
- extension of the front slope of the roof to create a porch across the façade.

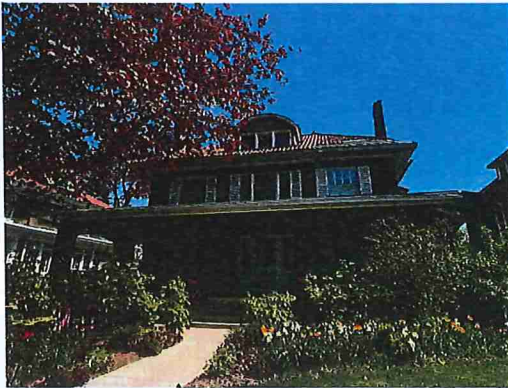


Dutch Colonial-style house at 1208 Hamilton Boulevard (Staff Photo)

Mission Revival, C. 1890-1920

The Mission Revival architectural style began in California and grew in popularity during the early 20th century. It is often noted as a counterpart to the Georgian inspired Colonial Revival, with more of Spanish influence. Some identifying features include:

- mission shaped dormer or roof parapet
- red tile roof covering
- widely overhanging eaves, typically open
- porch roofs supported by large, square piers, commonly arched above
- wall surface usually smooth stucco.



Mission Revival-style house at 810 Oak Hill Avenue (Staff Photo)

American Foursquare, C. 1900-1930

This architectural style was very popular in the early twentieth century. The style was named for its blocky, cube-like form and reflects turn-of-the-century trends toward increased economy and efficiency. The square plan enclosed large living spaces, and the plain exteriors reduced costs of construction and maintenance. These homes were built across America, often from mail-order plans or pattern books. Foursquares are found in a range of materials including weatherboard siding, brick, concrete block, or combinations of all of these. The major characteristic of the style is the square shape, however other characteristics include:

- two-story height
- hipped roof with dormers and deep, overhanging eaves
- large porch across the front façade or wrapping around two or more sides of the house
- decoration and detail mimics popular fashions of the time.



American Foursquare-style house at 903 Potomac Avenue (Staff Photo)

Bungalow, C. 1910-1940

This architectural style became popular in the first quarter of the twentieth century. The style is derived from prototypes started in California, as the "California Bungalow", where the shading eaves and open veranda were perfect for the tropical climate. Characteristics of the style include:

- one or 1 ½ story height
- broad, gently sloping, gable roof
- deep, shaded porch on the street façade
- frame construction with wood shingles, stucco, brick, or stone.



Bungalow-style house at 1217 Potomac Avenue (Staff Photo)

Art Deco, C. 1920-1940

This style of architecture is based on highly geometrical patterns and contemporary materials. Art Deco marks the first American style, which breaks the tradition of mimicking classical styles, and is the modernist's reaction to art nouveau. In addition to geometrical shapes, other major characteristics include crisp symmetrical forms, bright colors, streamlined features and decorative effects based in geometry. This style was very popular in the early to mid-twentieth century and is sometimes referred to as "Moderne" in its later phase after 1930.



Art Deco-style Professional Arts Building in the Public Square (Staff Photo)

Germanic Vernacular Revival, C. 1920-1940

Several of the homes in the Oak Hill District and elsewhere throughout Hagerstown reflect an interesting, local variation on the Colonial Revival style; their design incorporates elements of eighteenth century Germanic colonial architectural forms and traditions. Migrants from southern Pennsylvania carried this style throughout western Maryland. Major characteristics include:

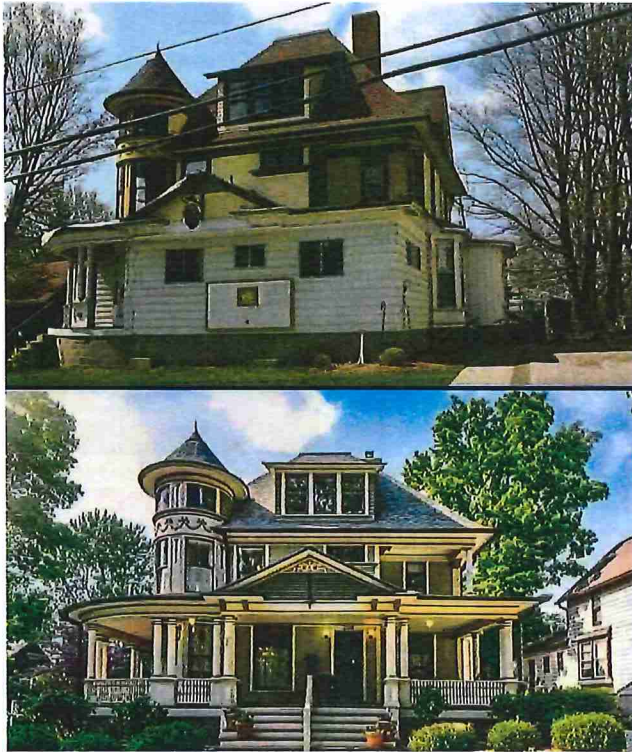
- forms similar to the Hager House or other Germanic Vernacular
- local limestone building materials
- irregular elevations.



German Vernacular-style house at 806 the Terrace (Staff Photo)

ORDINARY MAINTENANCE

All changes to the exterior appearance of a property **are required to** be reviewed by the Historic District Commission **unless deemed "ordinary maintenance" by the guidelines**. According to the Zoning Ordinance for the City of Hagerstown, "ordinary maintenance" is "work that does not alter the exterior features of a site or structure and has no material effect on the historical, archaeological, or architectural significance of the site or structure." **It may be beneficial to consult with design professionals or HDC staff regards to best practices and products on old structures.**

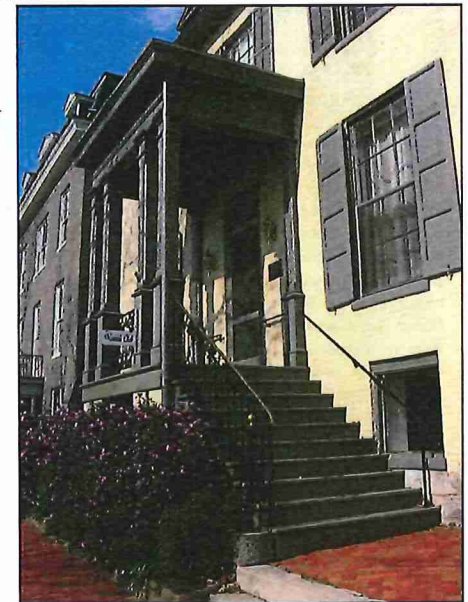


The impact of historic review is illustrated in this example property which is located in Chelsea, Michigan. Without historic review the Queen Anne Victorian house on the bottom can be slowly transformed over time to be the house in the upper photograph. Also, location in a historic district can guide renovation and rehabilitation over time so that the house in the upper photo can progress to its former character as changes and updates are proposed. Which house would you prefer to live next to? They are the same house. (*Reddit r/oldhouses*)

Activities that are considered ordinary maintenance do not require the application or approval of the Historic District Commission. Ordinary maintenance generally refers to the repair, and **exact** replacement of exterior features with like materials. Therefore, any changes in style, material, or design shall be filed for review by the Commission.

The City of Hagerstown and its regulatory agencies pride themselves on encouraging new development and investment. As part of the City government, it is not the intent of the HDC to exercise any more oversight of changes than is necessary to protect Hagerstown's historic architectural resources. Therefore, **the HDC has adopted the following additional interpretations and clarifications of the provision for "ordinary maintenance."** No HDC application, review or approval is required for the following work:

- repainting existing painted surfaces (even if it is a different color).
- tree or hedge removal or planting.
- routine landscaping and planting.
- basic grading (except grading associated with a site plan for a significant site improvement).
- installation or removal of private mailboxes.
- house numbering (regulated by the Fire Department).
- paving repair using like materials.
- spot pointing mortar (where the mortar matches existing in color, texture, and joint profile).
- replacing individual damaged bricks, stones or concrete blocks with new units that exactly match the existing material.
- replacing individual damaged gutter or downspout pieces, exactly in kind, (comprehensive gutter or downspout replacement will require review).
- installation of weather-stripping.
- installation of window air conditioners that do not require permanent alteration to windows.
- installation of heat pumps, central air conditioning condensers, etc.; in locations that are not visible from any public way.
- installation of a micro-wireless antenna array; however, it is recommended that these be screened or painted to disguise them from view.
- **installation and maintenance of grave markers within cemeteries.**



The Women's Club on South Prospect Street (Staff Photo)

Administrative Assistance

In-kind repair and in-kind replacement of exterior features is considered ordinary maintenance and is, therefore, not subject to review. However, to ensure that the work is, in fact, "in-kind," the planning staff will review [inquiries](#) for any ordinary maintenance projects.

If the applicant is unsure whether the proposed work is ordinary maintenance, contact planning staff and ask to complete an "in-kind certificate." On this form, the applicant provides staff a complete description of the work and staff will sign it as "confirmed exempt" if they agree that the work is "in-kind." By doing so, an applicant will be provided with written verification that their proposed work does not require HDC review. There is no fee for this process. The form can be found online at

<https://www.hagerstownmd.org/DocumentCenter/View/391/In-KindReplaceCert?bidId=>

New construction and demolition are never considered routine and always require the appropriate review process.

Does Repair and Replacement Work in Historic Districts Have to be Reviewed by the Historic District Commission?	
If the work is an EXACT replacement in-kind, with no change in appearance and materials, it does not have to be reviewed and approved by the Historic District Commission (HDC). The Zoning Ordinance exempts the following work from having to be reviewed by the HDC: <i>The Historic District Commission shall consider only proposed changes to structures visible or intended to be visible from a public way. In-kind repair and in-kind replacement of exterior features is considered ordinary maintenance and, therefore, not subject to review by the Historic District Commission.</i> Ordinary Maintenance - "... work that does not alter the exterior features of a site or structure and has no material effect on the ... architectural significance of the site or structure. This includes repair or replacement in-kind of roofs, gutters, siding, trim, exterior doors and windows, awnings, porch floors and ceilings, light fixtures, and other appearance features with like material of like design; landscape, paving repair using like materials of like design and repainting of surfaces. See the back of this sheet for examples of what is "in-kind" and what is not. In order to protect your property interests, the community, and the process from misadventure regarding what may constitute "in-kind" work, the Planning Office provides this form for you to complete and submit with photographs of work to be performed. This will allow the Planning Office to confirm for you that work you propose is "in-kind" and, as such, exempt from HDC review. Failure to complete "in-kind" work may result in the owner's risk. Obtaining confirmation through this process will safeguard your investment in your work while ensuring that historic resources are protected. If you have any questions, please contact the Hagerstown Planning Office at 301-799-4577, extension 134, or via email at planning@hagerstownmd.com.	
For Planning Office Use Only:	Confirmed Exempt? Yes No
Date: _____	Staff: _____
Please complete the following and mail with photos of the existing conditions to the Hagerstown Planning Office to confirm whether work is exempt from HDC project review:	
Applicant Name: _____	
Property Address: _____	
Mailing Address (if different): _____	
Telephone: _____	
Description of Work: _____	
What Does Repair/Replacement "In-Kind" Mean? <i>As a general rule, new work should be a replica of the old feature in all respects, except in special conditions.</i> Windows: - Replace wood windows with vinyl, metal or wood clad windows. (Not in-kind. HDC review required.) - Replace 6/8 double hung wood windows with true divided light with custom made 6/8 double hung wood windows with true divided light. (In-kind. No review required.) - Replace 6/8 double hung wood windows with true divided light with custom made 6/8 double hung wood windows with "pump-in" panes. (Not in-kind. HDC review required.) Doors: - Replacing a flat wood door with a flat panel door. (Not in-kind. HDC review required.) - Replacing a 6 panel solid wood door with a 6 panel solid wood door with same panel configuration. (In-kind. No review required.) - Replacing a modern metal storm door for another modern metal storm door of a different design. (Not in-kind. HDC review required.) - Replacing a modern metal storm door for another of exactly the same design. (In-kind. No review required.) Decorative Wood Trim: - Replacing existing wood porch trim, railings, etc. with metal, vinyl, or mass produced stock wood trim products that are not the same as existing. (Not in-kind. HDC review required.) - Replacing existing wood porch trim, railings, etc. with custom fabricated or stock wood trim products that are identical in profile and cut as existing. (In-kind. No review required.) Stairs: - Replacing broken concrete sidewalks (not public) with new poured concrete. (In-kind. No review required.) - Replacing broken concrete sidewalks (not public) with new brick. (Not in-kind. HDC review required.) Roofing: - Replacing a shingle, composition shingle roof with wooden shingle composition shingle roof. (In-kind. No review required.) - However, the old roof must be removed before installing the new roof. Build-up layers of roofing is necessary to the Design Guidelines. - Replacing a slate or metal roof with composition shingles. (Not in-kind. HDC review required.) - Replacing a roof with the same materials. (In-kind. No review required.) Gutters and Down Spouts: - Replacing a section of gutter or down spout with same shape and material. (In-kind. No review required.) - Replacing half-round gutters with round down spouts with box or square gutters and down spouts. (Not in-kind. HDC review required.) Porch Floors: - Replacing a tongue and groove porch floor with concrete or pressure-treated decking material. (Not in-kind. HDC review required.) - Replacing a tongue and groove porch floor with tongue and groove wood of same width. (In-kind. No review required.) Painting: - Painting a brick or stone wall that is not currently painted. (Not in-kind. HDC review required.) - Repainting the wood siding, brick or stone on your house, which is already a painted surface, even if in a different color. (In-kind. No review required.) Siding: - Replacing a section of wood siding with vinyl or metal. (In-kind. No review required.) - Placing vinyl siding on a building with wood, masonry, brick or concrete siding. (Not in-kind. HDC review required.)	

This review will provide property owners and project managers with helpful insight, as well as confirm that replacement and repair projects are in-kind. This review process will safeguard the investment of property owners as well as ensure that the historic districts are protected.

Property owners who do not wish to avail themselves of the Department of Planning and Economic Development's assistance in evaluating what constitutes "in-kind" work may still proceed with in-kind repairs and replacements. However, the HDC does reserve the authority to require post-construction review of projects, which were intended to be in-kind, but were not completed as such and must be reviewed as if the work had not been started. **Procedurally, the application shall be treated as if the work had not occurred.** The HDC also reserves the authority to reject such work when inconsistent with these guidelines. Projects denied by the HDC, post-construction, will require alteration; the additional expense of which will be incurred by the property owner. Therefore, it is highly recommended by the Commission that property owners utilize the planning staff's assistance and confirm, prior to construction, whether the work they contemplate is, in fact, in-kind.



As a good rule of thumb, if a description of work being considered includes the word "but" or "except", it is mostly likely not "in-kind".

If you are contemplating a significant project on your property, it is recommended that the owner reach out to the Commission's staff for assistance and feedback. Issues and inconsistencies are best worked out before submitting an application, in order for your request to navigate the review process smoothly. Staff is available to help applicants with analysis of proposals for Guideline compliance and offer suggestions.



A grand celebration on Public Square, circa 1900. Note the Hagerstown fire pumper to the left center of the scene. (Washington County Historical Society Photo)

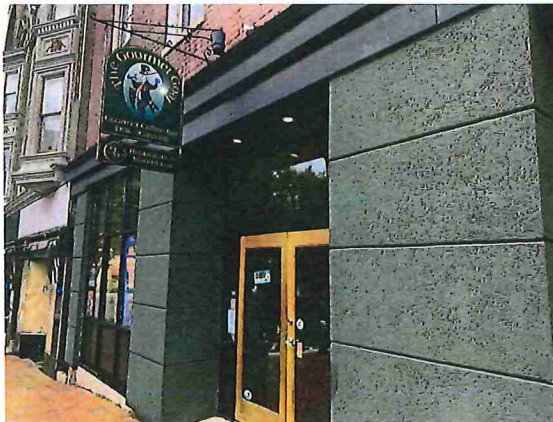
REHABILITATION

Rehabilitation **shall** carefully consider and protect those elements of a building that are important architectural characteristics. Rehabilitation also considers those characteristics that can be changed or enhanced. Rehabilitation is extremely important to the character of the **historic districts and the architecture of the buildings in them**. It preserves and protects those historic features that are irreplaceable while still allowing property owners to update their structures to modern uses. The following guidelines identify **preferred strategies of approaches** for rehabilitation and restoration of buildings in the Historic Districts.

A. Storefronts

Historically, downtown was the only **major** retail center for the City of Hagerstown and surrounding areas. Therefore, a majority of the properties contain storefronts, which add a rich architectural fabric to the downtown district. They are important for their contribution to the visual character of downtown as well as the image desired by merchants to attract customers. Many of downtown's storefronts are original to the building; others are more modern following alterations during some point of the building's history. Therefore, the first step for applicants is to determine if the existing storefront is the original or an alteration. To do this, consider the following:

- If there is a shared appearance between the upper façade and the storefront, it is likely original to the building.
- If there is little relation between the upper and lower façades it is likely an altered storefront and a complimentary modern design, or restoration of the original storefront, is acceptable.
- Occasionally, a remodeled storefront is as valuable architecturally as an original and preservation of this storefront is acceptable.



When the building in the photo to the left was rehabilitated in the late 2000s, no good photographs of the historic appearance of the storefront were available. Therefore, a modern design that is consistent with the general character of the district is appropriate.

The former Gourmet Goat restaurant at 41 North Potomac Street (Loopnet)

In addition to the originality of the storefront itself, many storefronts still possess many of the original building elements and design details. The following are guidelines for the treatment of these features:

- Preserve original materials or details and leave them uncovered. Preserve the original form of the storefront.
- Replace missing original elements or repair existing elements. If elements are irreparable, replace them with like materials and design.
- Retain, maintain, and/or uncover the original kick plate material, marble bases, and ceramic tile entryway floors whenever possible.
- Occasionally, leaded glass transoms are in their original state. Restore these via careful cleaning and **appropriate** treatments.
- When physical or photographic evidence exists for the original storefront **and the current storefront needs to be rebuilt**, reconstruct the storefront to its original form if the altered front has not achieved historical significance of its own.
- When attempting to restore and/or clean historic details or building elements, do not use harsh abrasives or treatments.

There are also several **additional** design guidelines to take into consideration:

- Relate the design of first floor storefronts to design details of the upper levels of the building façade. Design new storefronts to fit within the first-floor building openings as formed by columns, piers, and cornices. Repeat the window and door rhythms that already exist on the building.
- If appropriate, doorways should be in a recessed entranceway to provide a protected area for customers and to add more window visibility for merchandise displays.
- Doors should contain large glass panels as opposed to solid or residential-type doors with small areas of glass.
- Remove non-historic false fronts and siding. This includes metal cladding, fascia panels, pent roofs, and other materials that cover or disrupt the original detailing and materials of the storefront.
- Pent roofs (narrow, continuous shed roof) are a design element added to storefronts in the 1960s-1970s to modernize and draw attention to storefronts but are out of character with the historic streetscape. Therefore, these are not acceptable to new additions or modifications to existing storefronts, **and when present, should be removed when alterations are planned.**
- Vinyl siding, aluminum siding, and T1-11 are not acceptable materials for a storefront restoration.
- Do not add trim or details that did not exist on the building during its historic period.
- Primary storefront windows should not be used or opened for the purpose of installing Automated Teller Machines (ATMs), **walkup service windows**, or other similar devices.
- **Television monitors as digital signs displayed in storefront windows are subject to certain performance requirements in the Zoning Ordinance. The presence of such a sign attracts interest in the storefront while also being easily removable. They do not impact or change the historic architecture of a building; therefore, the Commission should treat them no differently regarding location and size than if it would other window signs on commercial and industrial buildings.**

B. Building Elements

Building elements are the individual parts that make up the building. These elements include windows, doors, roofs, and porches or stairways. These elements are often very character-defining features of an architectural style, and as such, are important features to protect and preserve. The following are guidelines for each individual building element.



Second National Bank, Hagerstown, Md.

Historic postcard photo of the Myers and Eyerly buildings on West Washington Street, depicting multiple adjoining buildings displaying a variety of architectural elements. (Public Domain Photo)

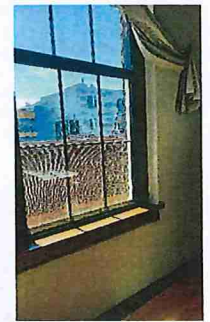
1. Windows

The windows of many historic buildings are extremely important to the architectural and historic character of the building, the streetscape, and to the character of the entire district. They are excellent tools for determining and maintaining the scale and character of a building. The ratio, scale, and placement of windows can have a large effect on the appearance of the building, as can the details of the sashes and frames. The shape and style of a window can help to determine the period of the building.

Some buildings have experienced the modernization of windows. When windows are inconsistent from one level of the façade to another, property owners should install windows that are consistent with each other and the period of the building. In addition, consider the following guidelines when considering window restoration and repairs:

- Retain and repair original windows, frames, sashes, sills, lintels and trim or replacements that have acquired their own historical significance.
- Replicas or replacements of like design and style are appropriate for those windows that are beyond repair or deteriorated to a point that requires high levels of maintenance.

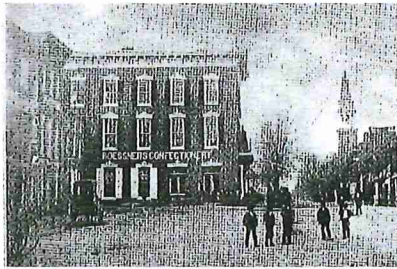
- The preferred replacement treatment, when feasible, is a wood replacement sash kit with insulated glass panes. Complete unit replacement is also acceptable.
- Attempt to maintain original glass or finishing.
- Choose window frame finishes that fit with the colors and textures of the building.
- Avoid conflicts of style. A colonial window does not belong on an Art Deco building. Replace modern windows unfitting of the building style. When the fenestration pattern of the window contributes to the character of the building, preserve this pattern using simulated or true divided lites.
- If simulated muntins are used, they should appear on the outside, between the panes and on the inside of the sash. When the existing windows are not historic material, muntins should replicate the original windows or a pattern acceptable to the historic period of the building.
- Models and manufacturers used by the Hagerstown Community Development Office for projects approved by the Maryland Historical Trust are generally appropriate for use in the district.
- Blocking down or filling in openings to fit stock window sizes is not acceptable. Restore damaged or filled in window openings.
- Plate glass and safety glass are appropriate glazing materials. Wire glass, textured glass, mirrored glass, or plastic/acrylic replacements are not appropriate. Stained glass is acceptable for certain locations such as door transoms, as part of a larger window, or in restaurants.
- Storm windows shall not damage or obscure the window or frame. These should be an appropriate size and color, similar to the window sash. Install these to ensure proper maintenance and avoid damage to the original window. Consider installing interior storm windows.
- If additional windows are required for a new use, install them on a rear or non-character defining façade to avoid damaging the ratio and scale of windows to wall space on the original façades.



Above: In June, 1917, an epic hailstorm struck the Hagerstown region, laying waste to thousands of windows - mostly on western-facing façades. Here, evidence of the damage wrought on the Antietam Paper Building's windows is abundant. The metal casement windows and storefront on the front of the building appear unaffected. The Antietam Paper building stands today just outside the left field wall of Meritus Park. (Public Domain Photo)

Right: Restoration and maintenance of historic windows (preferred for state-regulated projects) coupled with quality interior storm windows can preserve the historic character of a building and reduce utility bills. (Staff Photo)

2. Replacement Windows



The HDC recognizes that maintaining historic wood windows can be costly and time consuming. They may also contain lead paint. However, they are usually made of old growth wood which lasts longer than modern wood replacements. Therefore, while preserving and repairing historic windows is preferred, the HDC will accept applications for the installation of modern replacement windows made of non-wood materials. There is no requirement to keep old windows.

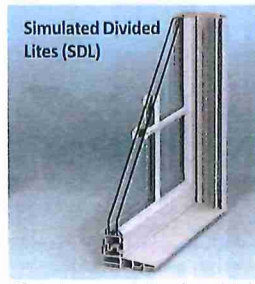


Another Hagerstown success story! The owner of the "Cannon Coffee" building on Public Square inquired about replacing metal, single-pane 1970s windows on the upper floors of this highly visible building. The upper photo - taken circa 1890 - was used to guide the owner to find modern replacement windows with 6-over-6 grilles that were consistent with the historic architecture of the building. Architectural appearance was restored and the owner's window and heating budgets were preserved! (Upper Photo: Public Domain Photo. Lower Photo: Staff Photo)

While it is preferred to retain or replace-in-kind historic windows on front and other facades visible from a public way, non-wood replacement products shall be allowed if the new window replicates the appearance of original window designs for the specific building, or its architectural style generally in design and in the width and depth of individual window elements. For facades not visible from a public way, replacement windows would not be required to replicate the appearance of original windows.

Since this policy was adopted in 2016, many property owners have received approval to replace their windows with modern units using modern materials. Property owners eliminate sources of lead and ongoing maintenance headaches, while the general appearance of the historic buildings have been preserved. In some cases, where existing non-historic windows were incompatible 20th century replacements, replacing them with new replacement units using this policy significantly improved the appearance of their buildings.

- Select a model that the Commission will find closely approximates the windows that would have been original to the building or appropriate to its architectural style with the width and depth of the elements.
- Muntins should be used when appropriate to the building or architecture of its period, when applicable. The muntins should be a simulated true divided lite, with muntins on the outside and inside of the pane.



(Photo from manufacturer's website)

- When larger openings are required for fire egress, manufacturers carry models of casement windows that appear at a distance to be a double hung window made of wood and other materials.
- Preserve detailed millwork surrounding the unit preserved or have new wood milled to match.



When seeking State and Federal tax or grant support, you should assume the Maryland Historical Trust will not agree in most cases to the use of modern replacement windows made of materials that would not have been historically used. The State's requirements have higher expectations than the City's.

The room behind the left window is a bedroom requiring fire egress. But the opening was too small for a double-hung window to be used and meet fire code. A casement window - which swings out in its entirety - was used. Narrow vertical and extra-wide horizontal muntins were used to approximate the double-hung windows on the rest of the building. (Staff Photo)

3. Window Shutters

Window shutters are associated with certain architectural styles present in the districts. Where shutters are present on a building, they should be carefully maintained and painted. Shutter hardware should also be preserved. In addition, consider the following:

- When shutters need to be replaced, use functional shutters (or ones that appear to be functional) and make sure that they open flat against the exterior wall.
- The size and shape of shutters should match the window opening. Shutters should cover the window when shut.
- Shutters should be mounted to the window frame, not the wall, and should be installed with appropriate hardware, hinges, and holders.
- Replacement shutters should match the original in material, size, texture, etc., and should not mimic a style different from that of the building. Non-functional metal or plastic shutters are not appropriate on contributing historic resources.
- Typically, first floor shutters were panel shutters while louvered shutters were used on upper floors.



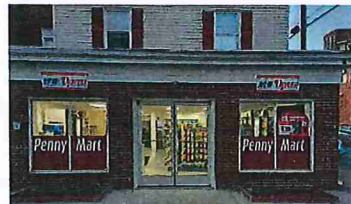
First floor shutters on the Congressman Roman House (also known as the Kneisley Building) on West Washington Street. Congressman James Roman led the local effort to meet Confederate demands during the "Ransom of 1864". (Staff Photo)

4. Doors and Entranceways

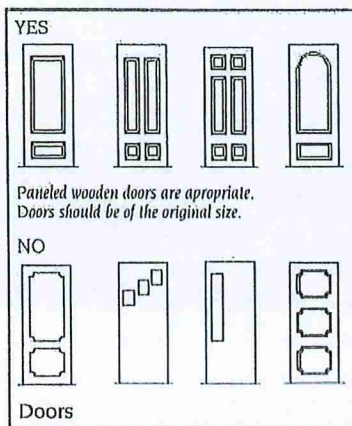
Doors and entranceways are extremely important to the character of the building. Many historic buildings feature elaborate entranceways with great detail and historical character and maintaining this is highly important. This building element is often a primary focal point of the building; therefore, the guidelines for restoration of doors are extremely important to protecting the historic qualities of the district. An inappropriate style or location can throw off the entire historic character of the building as well as the streetscape. Therefore, it is important that modern convenience doors (such as "doggie doors" or security doors) for modern uses be located out of view from any public thoroughfare.

It is also very important to avoid conflicts of style. Victorian or Colonial doors do not belong on buildings designed in the Beaux-Arts period, nor do Beaux-Arts doors belong on a simplistic Federal style building. The following are additional guidelines to consider when performing door restorations:

- Secondary entries should be unobtrusive in design so as not to conflict with the primary entranceway.
- Maintain and repair original doors, frames, sills, lintels, and transoms. Weather-stripping is an appropriate modern change.
- Exterior building hardware should be appropriate to the style and period of the building.
- Replacement doors should be of similar style and finish to the style of the building. Restore covered or missing transoms and remove infills that removed side lights so narrowed double doors to a single door.
- Replace inappropriate modern doors with replicas of historical ones. Maintain the appropriate style when replacing or adding doors for new uses.



Before and After - Mixed use building on North Potomac Street at Bethel Street replaced a residential door retrofitted onto a commercial space with a more consistent unit. (Left Image: Google Street View. Right image: Staff Photo)

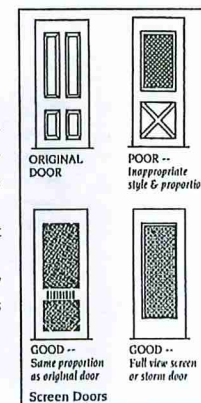


(Howard County DPZ)

5. Screen and Storm Doors

In addition to the actual entranceway, many property owners desire screen or storm doors. Install these with considerable attention to the detail and style of the door, so as not to obstruct the detail of the door behind it. Therefore, consider the following:

- Simple wooden screens or storm doors are most appropriate for historic primary entranceways. Screen doors on secondary entranceways or those not located on a public façade can be painted metal. The paint color should match the main door.
- The proportion and style of these doors should coordinate with that of the main door.
- The majority of the screen or storm door should be open to allow for visibility of the main door behind it. Doors with only half screens are not appropriate.



(Howard County DPZ)

6. Roofing

Roofs are an important characteristic in defining the overall historic character of the building. Roof shape, decorative features and materials all determine the character. They are highly visible from the public ways and are instrumental in determining the historic period and shape of a building. Therefore, consider the following when restoring or repairing the historic roof:

- The roof's original shape, decorative features (dormers, chimneys, balustrades, etc.), and roofing should be preserved and maintained during a repair.
- Retain historic roofing material. When necessary, repair damaged sections with materials that match in size, shape, color, and texture of shingle. Avoid extreme colors or patterns along rooflines unless historic or photographic documentation exists.
- Dormers and skylights, necessary for new uses, should be inconspicuous from the public right-of-way and not damage or obscure character-defining features. Avoid adding dormers unless they fit with the architectural style of the building. Repair existing dormers and skylights as needed.
- Lower rooftop mechanical systems below sight lines from the street or screen and paint them a color that blends with the building.
- Appropriate gutter shapes and material include concealed, ogee, and semicircular in galvanized steel, copper, or aluminum. Downspouts should be circular and located along natural vertical lines and corners of the building.

Roof Styles



Gable



Mansard



Flat with
Cornice or
False Front

(Howard County DPZ)

- A variety of modernized substitution materials are available for those historic materials found in the districts. The Commission will consider these cost-effective materials if they blend with existing materials and are properly labeled and explained during the application process.



A variety of roof shapes define Hagerstown's skyline. (Staff Photo)

7. Synthetic Slate

Slate shingles were used on buildings in the historic district. When a slate roof is well maintained, the lifespan of that roof ranges from 50 to 200 years. Slate possesses benefits such as its durability as well as its waterproof and insect-proof nature.



A single shingle of simulated slate. The upper half would be hidden by the lower half of the shingle above it. (Staff Photo)

However, slate materials weigh up to 5 to 11 pounds per square foot, while synthetic slate tiles weigh less than 2 pounds per square foot. The material cost of slate is also significantly higher compared to its synthetic counterpart. It can be expected that the price of a new slate roof is up to three times more than a conventional roof. Slate roof replacement and repair also must be done by certain qualified professionals, which can pose a challenge if no professionals are available to do the work.

Several companies make simulated slate shingles. Synthetic slate shingles are manufactured of rubber or plastic, often made from old tires. This can greatly improve the cost of a replacement slate roof because it eliminates the processing of quarrying and shipping slate. Overall, synthetic slate is more cost-effective, lighter, and easier to install while not compromising the integrity of the historic nature of the building. Individual shingles cost



Repairing historic slate roofs can be very expensive, and craftsmen hard to find. (Staff Photo)



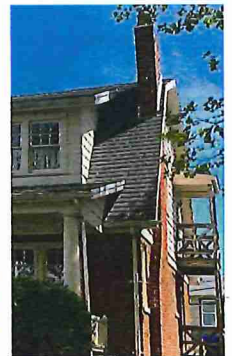
Slate material used on a mansard roof on the architectural front of a building. Is it real? Or is it rubber? (Staff Photo)

between \$3 and \$6 per piece, depending on the supplier. Synthetic slate looks very similar to natural slate. Manufacturers also provide a multitude of color and shape options for roofing, making it easier to match the original roof color, pattern, and texture. Even the National Park Service – the keeper of the Secretary of the Interior's Standards – has used synthetic slate on historic roofs. The HDC will not require replacing slate roofs in-kind. Synthetic slate use is supported by the Commission. However, if you are pursuing State grant, loan, or tax credits involving a slate or tile roof, contact the Maryland Historical Trust to learn what that agency considers acceptable for its funding programs.

8. Chimneys

Chimneys of brick and stone are important character-defining features of buildings in the historic districts. Therefore, consider the following guidelines when restoring or repairing the chimney:

- Use historically appropriate mortar to prevent damage to chimney brick.
- Ornamental brickwork and corbels should be retained. Deteriorated bricks should be replaced with new bricks to match the originals in size, shape, texture, and color.
- Cement parging to cover existing brick chimneys is not appropriate.
- Even when they no longer serve ventilation use, historic chimneys are important architectural elements to a building. When found on contributing structures, they should be retained and maintained when visible from public ways.

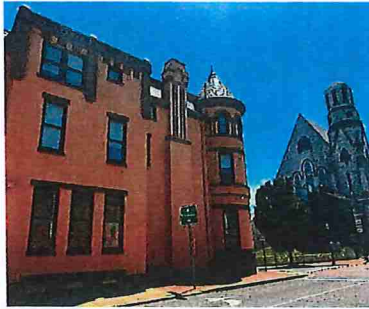


Chimneys can be significant elements of the historic architecture of a home. (Staff photo)

9. Porches, Stairways and Awnings

Porches and stairways have an important influence on the character of a building. Porches, particularly those on the front of the building or those visible from a public way, have an especially important effect as they can completely alter the façade of a building. Therefore, consider the following guidelines when repairing or restoring porches and stairways:

- Restore, repair, and maintain historic porches and stairways. Removing historic porches, especially those original to their building's first construction, is devastating to the architectural character of a historic structure. Avoid harsh cleaning treatments that would damage the original materials.
- Avoid removing or enclosing architecturally contributing porches that are visible from a public way. If a porch is a modern addition, a property owner may remove it to restore the façade to its original elevation if photographic evidence is available and if the more recent porch addition has not achieved its own historical significance.
- Enclosing or removing rear porches that do not contribute to the historic character of the building, and are not visible from a public way, is appropriate. Enclosing front porches is not recommended.
- If it is necessary to replace character-defining porches, stairways, or other individual elements, the replacements should match the original in material, size, detail, and form.
- Removal of stairways should not affect the historic façade or the view of the historic property from a public way.
- Enclosures should not obstruct the view of the original porch or stairwell.
- Utilizing photographic evidence to restore missing porches or stairways is recommended (see Chapter 5: New Construction).
- Historic awnings should be retained and repaired as needed.
- For new awnings, shed-style awnings of canvas or low-gloss canvas-like materials are preferred.
- When associated with a business, signage should be limited to the vertical valance on the front of the awning.



Ornate chimney on the Richardsonian Romanesque house on West Washington Street (Staff photo)



This replacement porch was constructed onto the front of a 19th Century home that was subject to major facade changes before the downtown historic district was created. None-theless, the owner created a new porch that is architecturally consistent with the nature of the home. (Staff Photo)

C. Materials

When considering rehabilitation and restoration projects, the materials that are used are extremely important. Modern materials **may be** cost effective and easier to install; however, they **may be** architecturally inappropriate in a historic district. Historic materials, on the other hand, often require some repair but their contribution to the historic fabric and character of the district is astounding.

The following section will help property owners preserve, repair, and restore materials commonly found in the Historic District as well as offer modern alternatives for those materials requiring replacement.

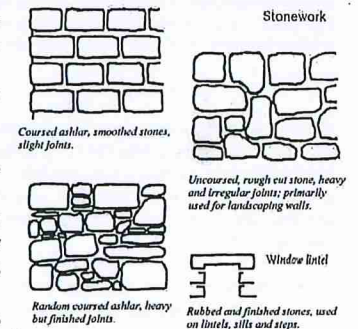
Masonry

Brick and stone are the most common materials found in the historic districts. The brick ranges from hard glazed in yellows and browns, to red face brick. Stonework includes granite, limestone, cast stone, and decorative marbles. Other masonry includes exterior plaster and stucco. When restoring properties, consider the following:

- Maintain historic masonry in its original condition. Repair cracks or imperfections in masonry rather than replacing an entire wall. This includes stonework around windows, entrances, chimneys, etc.
- Refrain from power washing old bricks as it may not be able to withstand constant high pressure.
- When replacing large segments of masonry, do so with like materials in color, texture, and composition.
- Do not paint masonry unless the masonry was previously painted or historical documentation is available.
- Avoid applying surface treatments whenever possible.
- Avoid applying form stone to any building façade.
- In cases where stucco needs repair, use a mixture that matches the original in texture and color.
- When cleaning masonry, test any cleaning techniques on a small area, out of view from any public way. If the technique damages the masonry, abandon its use.
- When duplicating mortar, joint size, and profile, use like color and texture to maintain a consistent wall appearance.



Differences in masonry patterns on the front of this building reveal that the third floor was added at some time after the building's original construction. (Staff Photo)



Howard County DPZ



Use masonry mortar, not Portland cement mortar on contributing buildings. Mortar should match the existing in color, texture, composition, and tooling. Modern mortars can destroy the historic brick because it expands and contracts less than the brick with temperature and humidity changes. The brick, which expands more, has nowhere to go when surrounded by constricting mortar. This results in the face of the brick "spalling" (popping off), ultimately causing the brick to go to powder. Spalling ultimately leads to compromising the structure of the wall or surface. For mortar recipes, please refer to National Trust for Historic Preservation guide sheets.



Use of modern cement and modern brick to touch up missing mortar and fill holes in this wall has resulted in spalling. Eighteenth, 19th and early 20th Century brick is not as solid as contemporary brick. Use of incompatible mortars will result in damage to the brick material and lead to compromise of the structure. (Staff Photo)

Metal

Metal is another material found occasionally in the historic districts. Some storefronts have been constructed or renovated with porcelain steel, stainless steel, or aluminum panels. These materials offer an image of the modern period and have often become of historical value themselves. Other buildings have cornices, fascias, and other items of trim constructed of sheet metal or cast iron. Consider the following:

- Retain and restore existing metalwork. Repaint surfaces requiring repainting and patch surfaces requiring small amounts of replacement. Do not remove metal.
- Replacement metal should match existing material in color, width, texture, and style.



(Staff Photo)

- Replacement panels fabricated with sheet metal should match the existing material in color and texture.
- Patch deteriorated metalwork with sheet metal pieces. Match these to the same profile as the existing work.
- Reproduce intricate details in materials, such as fiberglass, and install them to match existing work.
- Avoid adding metal to a building unless it conforms to the architectural style and historic period of that building.

Terra Cotta

Terra cotta is a highly glazed, fired clay, molded into shapes, and then used as decorative elements. Sometimes the glaze contains many colors, while other times it is natural. Preserving terra cotta elements is highly encouraged. This material has great historic character and therefore needs to be preserved. Consider the following guidelines:

- Avoid removing terra cotta detailing from the historic property. Be careful to avoid cracking or damaging terra cotta during phases of restoration.
- When repainting terra cotta, avoid harsh chemicals that could damage the clay. Painted terra cotta should remain painted, natural should remain natural.



Bridge of Life Church - formerly the Colonial Theater
(Staff Photo)

Carrara Glass

Carrara glass is a trade name for a pigmented structural glass, popular in the early twentieth century. It is often associated with Art Deco, Streamline, and Moderne architectural styles. This glass is no longer readily available. Therefore, take into consideration the following:

- Preservation of this glass is on a case-by-case basis. Preservation depends on the extent of any damage to the existing glass and the availability of replacement or substitute glass.
- To replace Carrara glass, substitute a similar material such as "spandrel glass." This or a similar material should approximate the appearance of the original glass.
- Avoid harsh cleaning agents or treatments on Carrara glass.

Wood

Wood is a common building material in many buildings, not just historic ones. However, wood on historic buildings is often deteriorating or in need of replacement due to its age. Therefore, consider the following:

- Preserve any historic or original wooden features. Repairs should maintain wooden structures or details. Replacement should occur after repairs are exhausted or a structure becomes unsound.
- Avoid leaving wood in its natural state or stained unless historically documented.
- When replacing wood do so with like materials, color, and texture.

D. Detail

All buildings have some decorative architectural details of one kind or another. Some building details span over the entire length of the building, which establishes a visual continuity. Several features, such as a uniform molding, coping line or parapet, or columns and piers, give a rhythm and scale to the front of the building and help define this continuity. Occasionally, original details are found behind roof panels, false fronts, and large sign panels. Such additions destroy not only the building or the streetscape, but they damage the character of the historic districts one property at a time. Details are a vital part of the historic districts, and the following guidelines will help property owners discover and restore such elements.



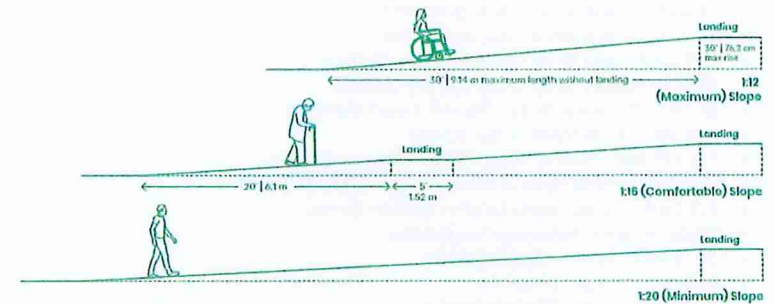
Detail can be rather simple and plain, blending with the overall facade. It can also be especially elaborate and ornate, serving as very prominent visual features of a facade. Do you know where this lion resides? (Staff photo)

- Maintain and repair original ornamentation.
- Match repaired portions to original portions to avoid visual inconsistencies.
- Replacement details should match the original. Consult an artist or specialist for examples of adequate replacement designs and materials.
- Uncover details hidden by false fronts, signs, or new additions. If damage occurred as a result of that addition, repair the damage.
- Maintain and protect existing decorative elements during all stages of rehabilitation.
- Do not add decorative elements that clash with the architectural style of the building. If existing false ornamentation exists, restoration to the original facade requires historic documentation.
- Exterior wood should be painted. Complex trim details can be reconstructed. In some cases, custom millwork is required, but many trim elements are readily available.
- Wood and masonry shall not be covered with materials that do not allow free and adequate airflow as temperature and humidity change.
- When at or above a third floor, replacing unsalvageable, deteriorated wood trim with "fypon" or other modern material may be acceptable if it replicates the size, mass, and style of the detail being replaced.

E. Handicapped Access

When updating the historic property to meet accessibility regulations, it is important to identify the applicable accessibility requirements, to explore alternatives, and to implement solutions that provide independent access and are consistent with preservation standards and guidelines. Therefore:

- Solutions for accessibility should not destroy a property's significant materials and features but should increase accessibility as much as possible.
- Lifts or major ramps should be avoided if at all possible on the front facade of contributing resource buildings.
- If new or secondary entrances required for providing accessibility shall be located on a primary facade, they should blend with existing entrances or remain unobtrusive.



F. Alterations of "A" Resource Buildings

An historic district is a collection of individual resources of varying significance to the overall character of the district. Buildings rated "A" on the National Register nomination inventory – are sites of exceptional architectural integrity and/or those associated with a significant historical event. Preservation and accurate restoration of these buildings is **strongly** encouraged, and changes are discouraged.

The following buildings are "A" resources in the four historic districts, with a few adjustments identified by the Historic District Commission:

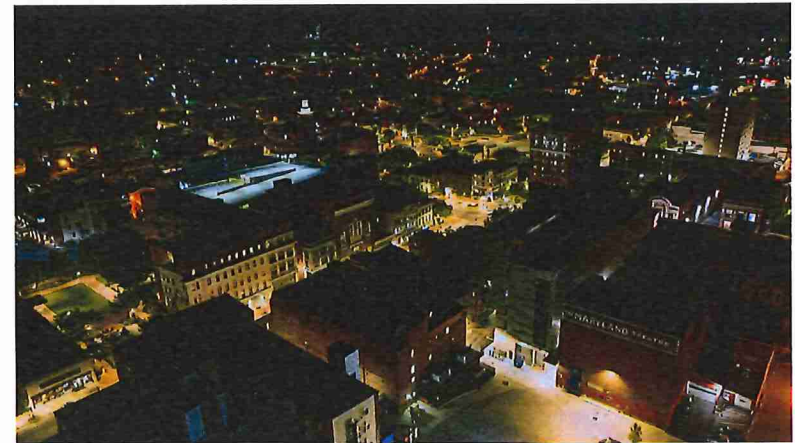
- The Roslyn – 17-21 East Franklin Street
- Knights of Pythias Castle – 16-18 West Franklin Street
- Pioneer Hook and Ladder Firehouse – 23 West Franklin Street
- United States Post Office – 44 West Franklin Street
- Grunnell Building – 101-105 West Franklin Street
- Wolf Building – 107-109 West Franklin Street
- 37 West Antietam Street – Antietam Paper Company

- 25 West Church Street – City Market
- 1 East Franklin Street – City Hall
- 18 East Franklin Street – Noland's Garage
- 24 Jonathan Street – Grice Building
- 51 Jonathan Street – Thomas Building
- 2-4 North Potomac Street – Elizabeth Hager Center
- 105-107 North Potomac Street – Junior Fire Company
- 119 North Potomac Street – Showe Optician
- 122-130 North Potomac Street – WOW Building façade
- 130-132 North Potomac Street – Stone House
- 149 North Potomac Street – Old YMCA
- 328 North Potomac Street – Hagerstown Armory
- 2-4 South Potomac Street – Cannon Coffee
- 14 South Potomac Street – Colonial Theatre*
- 21 South Potomac Street – Maryland Theatre*
- 28 South Potomac Street – Schindler Rohrer Building
- 33 South Potomac Street – First Hose Fire Company
- 50-54 South Potomac Street – Masonic Temple Buildings
- 57 South Potomac Street – Colonial Hotel
- 111-113 South Potomac Street – RBC Wealth Management
- 128 South Potomac Street – Frederick, Seibert and Associates
- 141 South Potomac Street – St John's Lutheran Church
- 5 Public Square – Professional Arts Building
- 20-22 Public Square – Fleisher Building
- 21 Summit Avenue – Old Library*
- 26-30 Summit Ave – Shockey's Building
- 49 Summit Ave – New Frontiers
- 50 Summit Ave – Dagmar Hotel
- 821 The Terrace – Governor Hamilton's Mansion
- 7 East Washington Street – Alexander House
- 4-6 West Washington Street – Towne Center Building
- 27 West Washington Street – Kohler Building
- 34-46 West Washington Street – USMH
- 40-48 West Washington Street – Baldwin House
- 49-53 West Washington Street – Updegraff Glove Factory
- 95 West Washington Street – Washington County Courthouse*
- 90-96 West Washington Street – Hamilton Hotel
- 135 West Washington Street – Miller House*
- 152 West Washington Street – Kneisley Building
- 145-147 West Washington Street – Tiger Eye Investments

*Individually listed on the National Register of Historic Places

When considering a restoration project for an "A" resource property, consider the following:

- Study and research the written and photographic records, as well as the physical character of the building prior to beginning any project.
- Detailed restoration of deteriorated building elements will be necessary.
- Construction of missing parts and details of a landmark building requires prior research and design.
- Consult a specialist or architect for assistance in the design of any significant work on an "A" resource.



Public Square, viewed from the southwest above the Hub City Parking Deck on West Antietam Street (Staff Photo)

NEW CONSTRUCTION

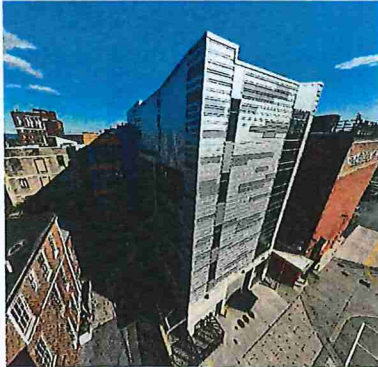
Select and well-designed new construction within the historic **district** area is vital to the preservation of the area and the ongoing economic vibrancy of the community. Building functions and uses change over time, as does the community, and it becomes necessary to add features and even buildings. However, to continue to enhance and preserve the historic integrity of the district, the following guidelines help to protect the historical value of historic districts. These guidelines are meant to help property owners, architects and designers plan their new projects to fit accordingly with the existing historical character of a district. All new construction projects require submission for review with the Commission. In order to maintain the character of a historic district, new construction should blend with existing structures and streetscapes.

When building a new addition, if a property owner has clear evidence of historic elements on their building, the Commission will weigh the merits of restoration with the historic value of the existing condition when reviewing the requested change. The guidelines below offer direction on how to achieve this.

A. Design

New construction, whether an addition or a new building in a historic district, has a dual responsibility:

- New buildings and additions should both relate to the design of neighboring buildings and be able to stand on their own as contemporary architectural design.
- New construction should reflect the time in which it was designed, the use to which it will be put, and be compatible with the character of the district. It should not try to deceive the observer into believing the building is older than it actually is.



The addition to the Barbara Ingram School for the Arts was completed within the last 10 years. Its more modern elements are on the rear of the building. It is clearly contemporary yet is consistent with the scale and massing of nearby buildings. (Staff Photo)

The design of new construction should complement the character of the existing surrounding structures, not duplicate any existing design. Details from surrounding structures can be integrated into the overall design for new construction, but the replication or near complete duplication of existing buildings is discouraged. Buildings may be similar, but it is through individual character that the identity of the district is further developed.

Therefore, it is important to keep in mind the following when designing and planning new construction:

- Conjectural historic design is not acceptable for new construction.
- New construction that is a restoration project shall be based on historical, pictorial, or physical documentation of its accuracy.

- New construction should be compatible with the historic character of the districts in terms of scale, design, material, and texture.

B. Rhythm

The character of streetscapes in the districts are influenced by the "rhythm" of the streetscape. Rhythm refers to the overall appearance of the street based on several characteristics:

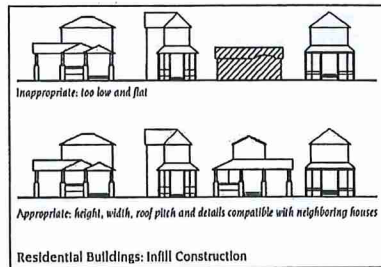
- Building width
- Building height
- Setback
- Floor levels
- Door and window openings

This pattern, or rhythm, should be analyzed as follows and considered during the design process for new construction within the district. This will vary from district to district, and from block to block within a district.



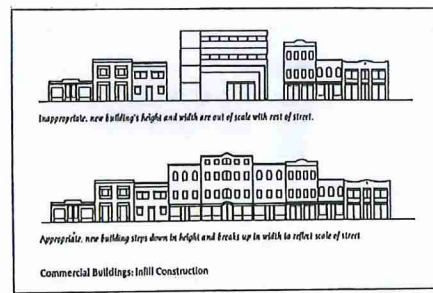
The addition to the front of the Maryland Theatre and the expansion of the Barbara Ingram School for the Arts (on the right) are recent developments that were well designed in height, scale and proportion to be consistent with the surrounding historic district. The First Hose Company building on the left was constructed in the 1880s. The Art Deco styled Professional Arts located to the right of this scene was constructed in the 1930s. (Maryland Theatre)

Width



(Howard County DPZ)

Buildings in the **Downtown Historic District** can be built out to the side property lines. Typically, properties in the residential historic districts are in zoning districts that require setbacks from streets and property lines. Historically, the buildings located in the Downtown District have been built to the full width of the property. This avoids any unnecessary and unusable space between buildings, which should be continued by new construction projects when possible. Maintain the existing building wall by building from side lot line to side lot line.

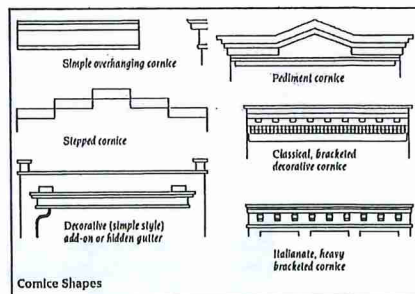


(Howard County DPZ)

When an infill building is noticeably wider than adjacent buildings, incorporate elements in the front façade that breaks up the mass of the building and approximates one or more narrower buildings.

Building Height and Cornice Line

The buildings in the **Downtown Historic District** generally range in height from 35 feet to 60 feet tall, depending on the architectural style of the building, as well as the precedent set by other buildings along the streetscape. Buildings in the residential historic districts are more modest in scale, necessary for 25-40 feet in height. Height is defined by the roof shape or the cornice line. This height varies within each block and each block generally contains a consistency in height that should be maintained by new construction. The following should be kept in mind when deciding upon the height of the new construction:



(Howard County DPZ)

- The cornice line should be maintained at a height of no more than 10% higher or lower than adjacent buildings.
- Setbacks of the upper levels, the addition of dormers, or a change of materials, can be a way to gain additional floor area. However, the continuity of the cornice line **shall** be maintained.

Setback

There is no minimum setback requirement in the CC-MU District. For new construction, the Zoning Ordinance requires a "build to" line – requiring new construction to be in line with existing development on the block often having been built to the right-of-way line of the front street. The majority of buildings in the Downtown Historic District are set directly on the front lot line, thereby forming a distinct street wall. This street wall should be continued in new construction. To do this, consider the following:



(Staff Photo)

- Maintain the alignment of façades along the sidewalk edge.
- In the event a building has a proposed setback, the street wall can also be continued with design elements such as low walls and landscaping. Greater setbacks will be evaluated on a case-by-case basis.

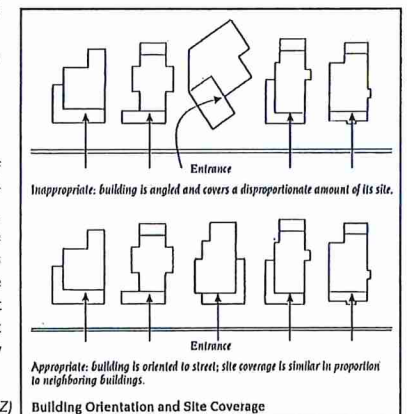
In designing new construction in the residential historic districts, the applicant should consult the Zoning Ordinance. Any mandated setbacks in ordinances or deeds (such as the Oak Hill District), and the established setback of the streetscape should be considered when deciding upon the location of a building on the property. In addition, consider the following:

- Maintain the alignment of façades along the streetscape edge.
- Greater setbacks will be evaluated on a case-by-case basis.

Scale

Scale refers to the visual perception of the size of a building and its elements in relation to other buildings and to people. Due to the overall size, detail, and ornamentation of the buildings and the streetscape, Hagerstown has a human scale. This means that structures and their features are based on the human, adult body. Each district possesses its own scale, which may vary by block or street. This scale should be maintained in new construction.

(Howard County DPZ)



Floor Heights

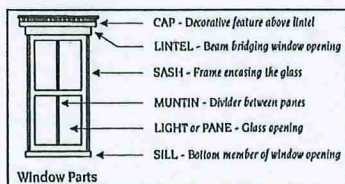
The first-floor height and the floor-to-floor height of existing buildings should be a consideration when designing adjacent new construction. **Varying heights has often made it difficult to join two adjacent buildings as one since there would be no easy or space-saving means to move from one building to another through an interior opening.** The floor-to-floor heights are an often-forgotten method of bringing proper scale to new construction. New construction tends to use lower ceiling height through standardization of building materials. This can be avoided by materials that will allow a correspondence of floor heights between buildings.



Duplex dwellings were constructed within the last 40 years flanking the three-story apartment building in the center. Which do you think was constructed since use of these Design Guidelines began? (Google Street View)

Window and Door Openings

Windows and doors are **critical** design elements in the districts. Typically, windows appeared on every floor, with a consistency in spacing and openings. New construction should **consider** the rhythm and proportion of windows and door openings already existing in a building or along a street. The general relationship of opening area to wall surface area should also be considered and maintained. When plotting doors and windows, it is important to keep in mind the following:



(Howard County DPZ)

- The overall area of window and door openings in a building wall should be maintained in proportion with the structure and the architectural style.
- Blank front façade walls, at any floor level, are strongly discouraged.
- Typically, the proportion of doors and windows are vertical. Ground floor openings should relate to or align with upper floor openings.

Windows with double-hung sashes dominate the residential historic districts. New construction should respect these proportions, but in certain cases, may introduce casement and fixed-sash windows. Doubled windows are present in the districts, but individual sets of sashes should maintain a decidedly vertical proportion. If combined windows are used as a focal point in the design of an elevation, they should relate to other features of the façade. In general, double-hung sashes in new construction should have a one-over-one configuration (a single pane of glass in each sash). **If fire egress is an issue, there are models of modern casement windows that appear to be double hung windows.**

Windows with muntins are typical as an integral part of an overall design, but if such sashes are used, they should have simulated true divided glazing. Many name brand window manufacturers offer quality wood windows with thermo-insulated construction features. Modern materials are also acceptable on new construction.



Windows, doors, and entranceways are very important focal points. Therefore, consider the following when designing entryways:

- Proportion, size, and detail should match that of the existing structure or streetscape.
- Architectural styles different from the existing building or those not found within the historic district should not be used.
- Secondary entries should not detract from the main entrance.
- When selecting windows that use muntins, a simulated true divided lite muntin is preferred. Muntins sandwiched between glass panes are strongly discouraged.

Muntins are a vital architectural feature in the historic districts, as evidenced here on the Historical Society headquarters. New construction benefits from borrowing such elements in new design. (Staff photo)

The following recommendations apply to newly constructed storm doors or windows:

- Pre-finished storm window units are preferred; avoid mill finish aluminum.
- Locate storm sashes within the window frames.
- Match the storm sash to the window sash and align the meeting rail of the storm sash with that of the window.
- Screen or storm doors should be simple in design with ample open area for maximum door visibility.
- Screen or storm doors should not mimic an architectural style incompatible with that of the building.

Handicap Accessibility

Ramps for handicapped accessibility should provide access to users while also remaining sensitive to the overall design of the property. **The main entrance should be accessible and compliant with the American with Disabilities Act (ADA) and the International Building Code (IBC), however when significant ramps are necessary, they should be integrated into the design of the new building and not become a dominant architectural feature of the new building or addition.**

C. Roofing

The cornice line and the profile of the roof shape against the sky are an important part of the overall form of a building's mass. Many buildings [downtown \(and some in the residential districts\)](#) are flat roofed, sloping away from the street behind a parapet, but other roof styles are present in the district. It is important that the orientation of a new roof conforms to the predominant orientation of roofs on the street.



When selecting roof [shape and materials](#) for the new construction, it is important to keep in mind the following:

- The roof design should continue the design of the building in the case of an addition.

- Standing seam metal in copper, tin or terne coated steel, [simulated slate](#), and mineral fiber slate substitutes are traditional materials that work well in contemporary structures.
- Fiberglass asphalt shingles can be used, provided they are flat and of a uniform color and texture.
- Except in well-documented restoration work, wooden roof shingles are not acceptable.

D. Skylights and Dormers

Skylights are both an historic and contemporary method of bringing light into the interior of buildings. [Their use is far more prevalent in commercial and mixed-use buildings in the downtown area than in the residential historic districts.](#)

When considering a skylight, recommendations include:

- Integrate skylights into the overall roof form.
- Locate skylights on the rear and side facing slopes not readily apparent from the street and other public spaces.
- Use flat, sloped skylights rather than bubble or domed lights.

Dormers are also a common element in the districts. The gable ends of the building usually have a single, double-hung sash window, while dormers facing the street have a gable or hip roof with smaller, paired windows. In addition, consider the following guidelines:

- Design dormers with the same roof pitch as that of the main building.
- Dormers should not overpower the roof slope or the elevation.
- Use shed dormers only on building elevations not visible from a public street.
- Align dormers with windows on the façade or locate them between windows.

E. Materials

There are various building materials in the districts, which generally include a predominance of brick, stucco and some stone [in the Downtown Historic District](#) and generally includes a predominance of brick, stucco, [wood siding](#), and stone [in the residential districts](#). The building material of new construction should respond to the general rule that the surrounding context indicates the choice of materials. The proper

selection of building material will help determine whether a new structure is integrated properly into its [surroundings](#).

When adding any kind of new construction, it is important to remember that the ultimate goal of construction is to blend with the existing fabric of the street, structure, and these guidelines. The proper use of materials is an important method of controlling the appearance of the historic district. Therefore, keep in mind the following:

- Avoid creating new brickwork patterns. Common, Flemish, and English bonds are the predominant brick patterns for the districts.
- Painting brick, stucco, or stonework should be documented by historic reference, photographs, etc.
- Masonry veneers are a more cost-effective alternative to an entirely masonry building, however, veneers [shall](#) blend with existing masonry work.
- Use new materials, such as [vinyl](#), only if they can be properly shielded from public view or assimilated with current materials on non-contributing structures.
- See additional recommendations in Section G of these guidelines.



The City of Hagerstown and the Historic District Commission welcome new investment in our historic districts, especially the downtown area. New construction should fit within the context of the district. But it should not attempt to deceive the viewer into believing a building is older than it actually is. In 2013, the Washington County Free Library demolished its modern 1960s-era central library building and constructed a new state-of-the-art facility that, while of contemporary design, fits within the context of the historic district. (*Washington County Free Library*)

"HardiPlank" or fiber cement siding, "Eldorado Stone" veneers and select models of new window units are acceptable on new construction, including new buildings and subordinate additions to historic buildings, require less maintenance and/or are more energy efficient:

F. Texture

The texture of a building refers not only to the physical texture of the surface materials but also to its visual texture. This texture comes from a building's materials, details, and the ways in which these materials cast shadows or reflect light. New construction should be compatible with the textures of the materials and detailing of the surrounding buildings.

G. Siding

When considering siding for the new structure, use the following recommendations to help create a sense of consistency between old buildings along the street and the new structure:

- Beveled siding and German lap siding are common traditional materials that have use as a contemporary material.
- The type of siding used is dependent upon what is most appropriate for each building.
- Window trim, door trim, and corner boards should be included.
- The Commission will consider siding made of modern materials for new construction and/or additions depending upon the location of the construction on the building and the surroundings of that building. Environmental settings may also be considered.
- Window, door, corner trim boards and siding **shall** not cover up cornice or eave details when constructing an addition onto an existing historic building.

H. New Additions

A modern addition to an older building is a sensitive design issue. The character of the building and its historic materials and features should be preserved. Additions should be sympathetic to the base building, yet still be a product of its own time. When considering an addition, it is important to keep in mind the following:



The Schmankert Stube received a preservation award from the Commission for the design of this addition to the back of their mid-19th Century building which is used as a restaurant. (Staff photo)

- Avoid construction on the primary façade or other character-defining façades.
- Minimize loss of historical material on exterior walls.
- Building finishes used for the additions should be similar in material, quality, color, and dimension to those used on the original structure, but **not attempt to duplicate them**.
- The scale (size and proportion) of the addition should be compatible with the existing building.
- **If visible from a public street, use common elements between the historic building and the addition to create a sense of visual consistency while differentiating between the historic building and the new construction.**

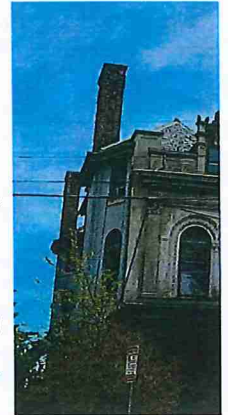
When **constructing an addition** to your historic structure, preserve historical features **by**:

- Avoiding damaging or obscuring any historical features **on the existing building, such as cornices, eaves, etc.**
- Designing additions so that historical features will not be sacrificed if the addition is removed in the future.

I. Chimneys

Chimneys are very important design elements in that they anchor a building's overall form as well as help define the roofline. Location, dimensions, and detailing of the chimney are part and parcel of the overall roof design. When designing a new chimney, consider the following:

- Ensure that chimneys are wide and deep enough to provide the visual mass to balance their height.
- Masonry chimneys are preferred; stovepipes and zero-clearance metal flues are only permissible when not visible from a public street.
- Chimneys in frame buildings should be less massive than those in masonry buildings. Frame house chimneys should be located along the ridgelines, set in from the building's end walls.
- In masonry construction, chimneys should always be located along exterior walls.
- **Chimneys should not attempt to replicate a historic design on new construction.**



J. Porches and Decks

Porches and decks are common **features on** historical structures. They provide shade from the sun, a place for children to play or for adults to entertain, as well as a private space on a public street and can be a valuable asset to buildings. However, when **constructed** inappropriately, they can destroy the historic character of the streetscape. Therefore, it is important to note that porches/decks **on new buildings** should not mimic an architectural style not found in the district.

Porches are very common in many of the architectural styles found in the historic districts. When considering a new porch, keep the following guidelines in mind:

- **New** porches should not obscure historical features on the primary façade.
- Porches and decks incorporated into new construction should be consistent with the design of the new building.
- Design of porches **added to existing buildings** should be historically accurate to the architectural period of the building.



Porches on new construction should be generally consistent with those in the surrounding community. (Google Street View)

- On **existing** structures where simplicity is part of the historical detail, porches should be considered only with great care and planning as to how the porch will affect the historical nature of the building. These porches should be very simplistic.
- Design, colors, and materials should coordinate with those used on the structure. Painted wood rather than natural or stained wood is recommended for porches or decks that can be seen from a public thoroughfare or are located on a primary façade.

Typically, decks are located on the rear of a property and as such are not part of the primary façade. However, this is not to say that they cannot be obtrusive. Therefore, the following are recommendations for deck building:

- Decks should not be proposed with walls or roofs **although covered porches are common**.
- On structures where significant detail exists on the rear of a building, decks should not obstruct the detailing.
- Design and materials should coordinate with those of the structure **and visible from public ways**, and decks should have a design similar to the detailing on the building. Simple structures call for simple decks.
- Modern materials, such as pressure-treated lumber, should not remain in their original or raw state. These should blend with the historic character of the district as well as materials used on the building or along the streetscape.

Before **reconstructing** a porch **visible from public ways** that no longer exists on a **contributing resource building**, consider the following:

- Follow photographs of the prior porch to design a structure that adheres with the architectural style of the building as well as the guidelines above.
- Research and study photographic evidence of the previously existing porch or deck and provide any evidence with the application.

In addition to the presence of porches and decks, the railing systems on these structures can have a very large influence on the appearance of the streetscape. Therefore, consider the following when deciding on railing for the porch or deck:



When available, use historic evidence when reconstructing porches on contributing structures. (Staff photo)

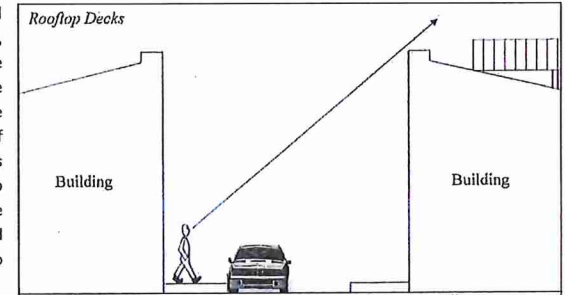
- Railings should coordinate with the features of the new porch/deck and the existing structure in details, materials, scale, and texture.
- Railings should be of similar material to the porch/deck; wood is preferred. **Modern designs, specifically those that have the tops and bottoms exposed and oriented to the outside, are strongly discouraged.**

K. Rooftop Decks

The Downtown area is currently undergoing a renaissance. As more interest is being generated in the renovation and reuse of downtown buildings, the **Commission's staff** has begun to receive more inquiries about possible rooftop decks. These decks are popular in other downtown environments.

In the downtown district, residential rooftop decks can add valuable private open area for residents; however, attention should be paid to design to ensure that their installation does not affect streetscapes or historic resources.

- Rooftop decks and appurtenances (rails, etc.) should not be visible from the sidewalk on the opposite side of fronting streets. It is assumed that rooftop decks will be visible from alleys and adjacent properties to the rear.
- Materials should be consistent with the character of the district and the architecture of the building. When on a new or non-contributing building, materials should be consistent with the architecture of that building, but still respectful of the adjoining properties in the district.
- Care should be taken with design to ensure piers and supports are placed on load bearing walls that will not compromise the structure of the building.



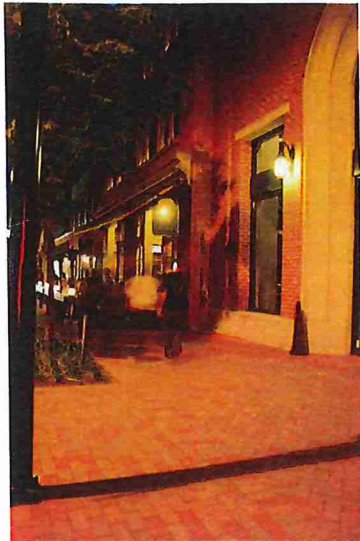
L. Details

Detail is an important part of older construction styles, and the architectural detail in Hagerstown is an important part of its character. New buildings can respond to this context by mirroring detail in an abstract, simplified way. When designing details for your new construction, consider the following:

Trim

The trim should be wood with a good paint grade, of the appropriate type **after adding to a contributing building**. Fir, pine, cedar, and poplar are suitable and should have the smooth side exposed for painting. Wood trim should be painted. **On new construction**, modern compatible materials are acceptable. In addition:

- For exterior trim, 5/4 stock is preferred. However, standard, one-inch-thick boards are an acceptable minimum thickness.



This photo of "Potomac Walk" illustrates how architectural details, such as water tables, window design and lintels, lighting fixtures and door trim are important to consider when designing a new building. They take a building that otherwise could have been seen "anywhere" and make it part of the character of the community. The features on the front of Potomac Walk make it really "pop" at night! (Staff photo)

- Size gutters and downspouts so they serve roof area adequately.
- Use gutters and downspouts of copper, painted (galvanized) metal, or aluminum pre-finished in white.

Lighting

Lighting is an important design tool that is very rarely explored. New buildings should be [lit](#) to reflect the character of the neighborhood. Recommendations for lighting [historic](#) structures include:

- Exterior recessed or simple wall-mounted cylinder down lights are suitable for new construction.
- The style of exterior lighting fixtures should match the overall style and design of the building or [designed to be hidden](#).
- [Sodium vapor lamps should be avoided because of their harsh light; incandescent lights are preferred because of their warmth, effect on color, and non-glaring qualities.](#)
- [Lighting should not adversely affect neighboring buildings, pedestrians, or automobile traffic.](#)

- The design determines the trim width; however, trim should not be less than four inches wide.
- Cornice and eave trim is an important detail where the wall meets the roof and sky and must be included in new construction.
- Details [should complement](#) the historic style of the streetscape as well as the style of the new construction.
- [In some cases, custom milled wood may be needed.](#)

Gutters and Downspouts

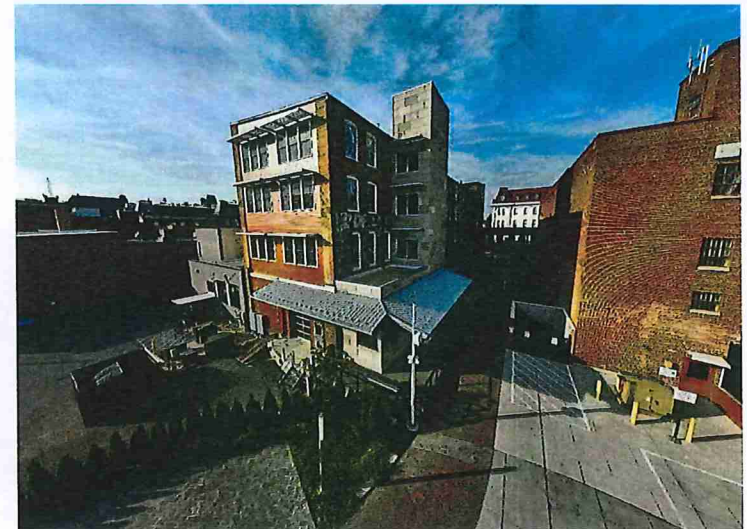
Gutters and downspouts on sloped-roof buildings are important in the design of the building. With care, these elements can be incorporated into new construction in a way that does not detract from the appearance of the building. Consider the following:

- Concealed gutters and drains give a clean, crisp profile to the building mass and are an appropriate method of gutter treatment.
- If eave-hung gutters are used, integrate their profile into the design of the cornice,
- Ogee gutters add a classic profile to the eave and mirror the design of a more elaborate trim; box and semicircular style of gutter should reflect the design and detail of the building.
- Use circular downspouts and locate them along natural vertical lines and corners of the building.

- [If original lighting fixtures are present, these should be preserved and repaired. If original fixtures are not present, and there is no sound evidence supporting its use on the structure originally, new fixtures should be appropriate to the style and scale of the building and the element to which it is attached.](#)
- [New fixtures should be attached to the mortar of masonry buildings to avoid damage to historic masonry.](#)

[In residential historic districts](#), landscape lighting should be subtle and restricted to lighting pathways, walkways, and major landscape features. [In general, lower levels of lighting are more appropriate than higher ones and existing or historic lighting colors and intensities should be matched wherever possible.](#)

[While not used historically, directed lighting that draws attention to architectural features of a building can add appeal to the appearance of a building and is acceptable if installed in a manner that does not damage the fabric of a building. Doing so will have no short or long term impact on the historic building.](#)



Substantial rehabilitation of long-vacant buildings necessitates significant associated new construction. Elevator towers, outdoor dining areas, new loading docks and other new construction is often necessary when returning vacant buildings to use and designers should generally preserve the historic character of the building while designing necessary new building elements. Here, the Updegraff Glove factory (circa 1888) was renovated for first floor commercial use and upper-level apartments. The adjacent pocket park (right) was created by the City after the adjoining circa 1850s Updegraff Hat Store had to be demolished. Concerned with leaving a hole in the streetscape, the Historic District Commission worked with City staff to design a connecting wall to define the park using the elements of the original first two floors of the building's design. This created a feature that reflected the history of the site while maintaining the street wall. (Staff Photo)

SIGNAGE

Signs are a very important characteristic of the historic districts as they have a great impact on the visual appearance on the streetscape. They provide an announcement for business location and a design image for businesses. Commercial properties should design signage with the character of the specific historic district in mind. For this reason, it is important to follow the guidelines below when considering a business or residential sign in the historic districts.

A. General Guidelines

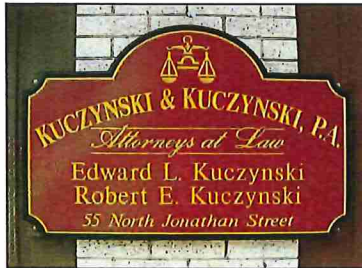
These basic guidelines help to define the materials, placement and lighting of signs in the historic districts.

Many signs require building permits. Some don't. Also, please note that certain signs that may be exempted from compliance with the requirements of the Zoning Ordinance, such as temporary banners, may still be subject to review and approval by the Historic District Commission. Please consult with the Commission's staff before installing signage to determine whether building and/or electrical permits and/or historic district review will be required.

Material

The most important concept to grasp when designing the sign is that signage material should be compatible with the materials of the façade. In general, painted wood or metal is the preferred background. In addition to this, the following should also be taken into consideration:

- Lettering may be painted, carved into the material, or individually mounted.
- Plastic may be used if it is carefully designed and is fabricated with another finish.
- Signs should be made in a professional manner.
- Mass produced signs do not blend with the character of the historic district nor the overall streetscape, and as such, they are discouraged.
- National franchise signs should be compatible with the building and streetscape. Franchise and corporate logos and colors will be accommodated, but size, material, location, and general design should be consistent with the same requirements of non-franchise applicants.
- Glossy backgrounds that reflect glare and reduce legibility should be avoided unless the material is appropriate to the façade.
- Buildings consisting of more than one commercial tenant should combine signs onto one sign board.
- Back-lit sign cabinets are generally inconsistent with contributing structures, especially if mounted on the building and especially if the building is of a residential design.



(Staff Photo)

Placement

When deciding on the placement of the sign it is important to remember that all signs for storefront tenants and single-occupant buildings be located below the second floor of the building, while multiple-tenant buildings should locate a shared directory beside the entrance doorway. In addition, the following guidelines should also be considered:



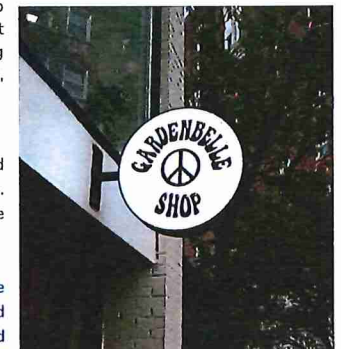
The historic cornice-level signage for the Maryland Theater was recently refreshed. This sign is part of the historic character of the building. (Staff photo)

- If there is historic precedent (during the architectural period of the building) for upper floor signage on the building, upper floor tenants may place signs above the first floor. These signs shall meet these guidelines and follow those listed in the Zoning Ordinance.
- Signs painted directly on storefront windows are allowed and do not require review by the Historic District Commission, provided they do not cover more than half of the window. Window scrims and appliques require review.
- The placement of a new sign should take into consideration any existing sign line in the streetscape.
- Signs may not project above the parapet wall or cornice of the building, except in the case of bona-fide roof signs.

Lighting

Lighting of signs is an excellent way to show the artisanship of the sign as well as illuminate the place of business at night. Lighting also provides a very important effect along the streetscape. When considering the lighting of the sign, it is important to keep in mind the following guidelines:

- Indirect light should be used to illuminate signs.
- Incandescent, rather than florescent lighting should be used to achieve a truer color rendition. Gooseneck lamps are an appropriate and attractive lighting solution.
- Flashing or blinking lights are prohibited.
- Back-lit cabinets are mostly inconsistent with the character of the districts. They should not be used in the three predominantly residential districts and are strongly discouraged on or adjacent to any contributing building in the Downtown District.



The Gardenbelle sign is a unique projecting sign on a contemporary building in the downtown. (Staff Photo)

B. Sign Designs

Building Mounted Signs (Flat)

The overall design of the sign should reflect the architectural period of the building on the location of the sign. In addition, the following should be considered:

- Trademarks should cover no more than 25% of the sign face.
- The number of colors used should be limited to colors that complement the colors on the façade.
- **Mounted signs** should not obscure the existing architectural detail.
- For more detailed information, refer to Article 4 (Zoning), Section I of the Land Management Code.

Wall Signs and Window Signage

In addition to these general guidelines, wall signs on the front façade should be located directly above the storefront and not extended above the first floor. Signs on side façades may be placed on or above the first floor.

The sign should fit within the lines and panels of the storefront as defined by the building frame and architectural detailing. Signs should not obscure any detailing or building element and should be compatible with the architecture of the building. Wall signs should only be considered for buildings which are commercial in nature and should not be used on residentially assigned buildings. For multi-tenant buildings, the preferred method of listing tenants is a single wallboard on the front of the building.



Window signs are loosely regulated by the Zoning Ordinance, however, in the historic district, they should not cover more than 50% of the window when located in the historic district. (Staff photo)

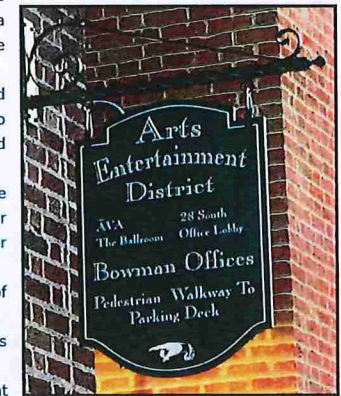
Window signage should not occupy more than 50% of the window area and other than lettering, should not be on doors. A person outside of a business should be able to see through at least 50% of the window and all of the door. For zoning regulations pertaining to signs on windows and doors, please consult Section I of the Zoning Ordinance (Article 4 of the Land Management Code).

Projecting Signs

Projecting signs allow for easy wayfinding and navigation for both visitors and residents. They are an effective form of signage in a downtown environment since the message faces oncoming traffic, as opposed to flat mounter signs on the front of a building oriented 90° away from the driver's line of sight. Business owners looking for the best exposure for their business should consider a more conservative approach of using a projecting sign over larger sign mounted flat.

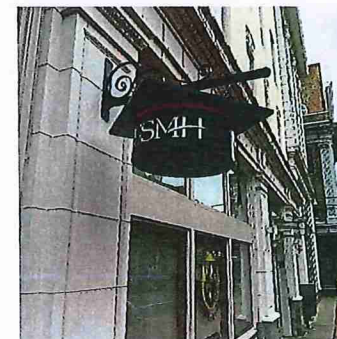
An example of this type of sign is the Washington County Historical Society on West Washington Street. Projecting signs in the historic districts are permitted and shall follow regulations detailed in Article 4, Section I (Zoning Ordinance) of the Land Management Code. When considering a projecting sign, the maximum size limitations found in the Zoning Ordinance and basic design parameters when creating a design:

- Projecting signs shall not project more than 52 inches from the building wall or within two feet of the curb line.
- Projecting signs should be suspended at a 90° angle or placed flat against the building in the signage area that is defined in the lines and panels detailed by the architecture.
- The maximum area for single-user buildings and upper floor occupant in multi-use buildings is no more than one 36-square foot vertically oriented sign.
- The minimum vertical clearance is 8 feet, and the maximum vertical clearance is below the second floor for storefront occupants and below the roof line for upper floor occupants.
- Trademarks should cover no more than two-thirds of the sign face.
- The number of colors used should be limited to colors that complement the colors of the façade.
- The maximum area for a property sign for a storefront or strip store occupant is 8 square feet.



(Staff Photo)

In the 18th and 19th Century, signs were often designed in shapes – both two-dimensional and three dimensional – in order to communicate with potential customers. This is because illiteracy rates were significant. The Commission encourages such signage creativity.



In recent years, two three-dimensional signs have appeared in downtown Hagerstown.

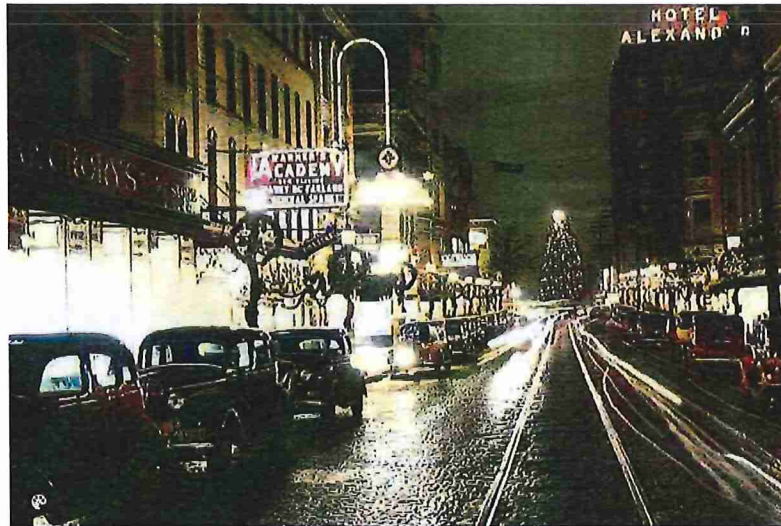
The University System of Maryland installed a projecting sign that was fabricated in the shape of a graduation cap.

When Hatter's Plaza was completed across from the University, the City installed a three-dimensional sign in the shape of a top hat to connect with the site's long association with the Updegraff family of hatters. If you stand under the hat and look up into it, you will even see a reproduction of the label the Updegraffs placed inside the hats and caps they produced!

U.S.M.H. graduation cap sign. (Staff Photo)

Rooftop Signs

After many years of being prohibited, the Land Management Code was amended in 2022 to allow rooftop signs in the signage provisions of the Zoning Ordinance (Article 4 of the Land Management Code).



There weren't many rooftop signs in downtown Hagerstown, but several did exist. The most prominent one was located on the roof of the Alexander House. Signage in the mid-20th Century was dominated by illuminated projecting signs, as illustrated in this colorized photo, circa 1940. (Washington County Historical Society)

Rooftop signs can add interesting context to a commercial area, and photographs exist showing numerous rooftop signs in downtown Hagerstown in the mid-20th century. The most prominent example is the 20-foot-tall sign on the Alexander Hotel in Public Square. This was placed to be seen several blocks to the west as visitors approached downtown from the west on Washington Street or walked from the Western Maryland Railway Station. They can be inappropriate for certain buildings, depending on the architectural style, period of construction, or height of the building. Previously prohibited, in 2022, the Planning and Historic District Commissions recommended, and the Mayor and City Council adopted amendments to the Zoning Ordinance to permit rooftop signs under certain conditions.

When considering rooftop signage in the historic districts, the following guidelines should apply:

- Rooftop signs should carry only the name of the building or the primary business or entity occupying the building. It shall not be used to advertise products or services, especially those not available on the property. Off-premise signs or billboard are governed under the City Code, Chapter 204, ("Signs").

- Rooftop signs should only be considered on 20th century buildings and non-contributing buildings that are at least five stories in height. The sign should be oriented to a vehicular travel corridor for it to affect its intended purpose.
- Rooftop signs should consist of metal framing, with individual letters (which may or may not be illuminated) secured to that framing.
- Electronic message boards are inconsistent with any historic precedent for rooftop signs and shall not be used.
- Rooftop signs should not be considered in the residential zoning districts.

Building-Mounted Neon Tube Signs

In the mid-20th century, neon tube signs (not fluorescent), usually designed in unique shapes, or used for wording, were used to advertise such businesses as restaurants and nightclubs. They were usually projecting signs. Such signs, typically, are not consistent with the late-19th and early-20th century character of the Downtown area and as such, their use should be carefully considered by the Commission. Surprisingly, a review of photos of the downtown area from the 1930s to 1950s shows more of these signs existing than one may think (see photo on preceding page). For entertainment or dining use, such a sign may not be out of place in the Arts & Entertainment District, particularly on a building of Art Deco design or on a non-contributing building that has a mid-twentieth century appearance. In such cases, the Commission may consider such signage on a limited case-by-case basis if it determines that the design and use of such a sign would complement the architecture of a specific building.



Although at one time they were common, few neon tube signs remain in Hagerstown. Although Main's Ice Cream has long-since closed, its sign continues to serve as a landmark on Main Street in nearby Middletown. (Staff Photo)

Large Projecting Signs

In an effort to highlight the early-to-mid-20th Century influence on the downtown commercial area, the Planning and Historic District Commissions recommended to the Mayor and Council new regulations for

larger projecting signs in the CC-MU Zoning District. These new accommodations, which went into effect in 2025, require review and approval by the Historic District Commission regardless of whether the property is in the historic district or not. Permitting such signs is subject to a number of dimensional and operational requirements found in Section 15.c of the Zoning Ordinance. The marquee on the recently constructed front area of the Maryland Theatre and the historic sign on the Shockey's Building on Summit Avenue are examples of this type of signage.

The Historic District Commission will consider applications for such signage throughout the CC-MU Zoning District – inside and outside of the historic district – on buildings of a commercial, industrial or mixed-use design, constructed in the 20th Century or later, in accordance with the directions of the Zoning Ordinance.

Neither the Commission nor the Board of Zoning Appeals have the authority to grant variances to the bulk requirements for a "large projecting sign."

Freestanding Signs

Given the built environment of the downtown historic district, there is little need or opportunity for freestanding signage for buildings located in the downtown district. However, a few places here and there in the CC-MU Zoning District have the available street frontage to consider freestanding signs. In conjunction with the 2025 zoning ordinance amendments regarding large projecting signs, additional provisions were adopted allowing for larger freestanding signs than those permitted by right in the CC-MU Zoning District. A special exception is required for these larger and height, area and setback requirements were established that cannot be reduced by the variance by the Board of Zoning Appeals.

Unlike "large projecting signs," the authority of the Historic District Commission does not extend outside of the historic districts in this matter. When an application is made to the Board of Zoning Appeals for a sign outside of the historic district, the Commission may consider offering comment to the Board regarding the compatibility of its design to the downtown area. When the property is in the historic district, the ordinance requires the applicant to first secure approval of the design from the Historic District Commission before moving onto the Board of Zoning Appeals process.

When reviewing an application for a freestanding sign, the Commission will give consideration to the location of the sign in relationship to historic resources and its potential impact on or relationship to those buildings. It will also consider the relationship of its design to the architecture and period of the building it is intended to serve. The color of the sign should complement the building it serves.



Billboards are regulated by Chapter 204 of the City Code and are not permitted in mixed use or residential districts. The HDC cannot accept an application for construction of a billboard.

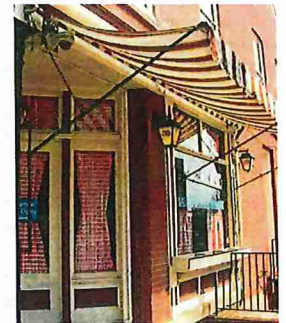


The Hamilton Hotel, photographed in 1937. Notice the large projecting sign for the hotel above the canopy. (Library of Congress Photo)

C. Awnings and Canopies

Awnings and canopies are traditional methods to advertise businesses, as well as shade homes. They also protect pedestrians from the weather and guard merchandise from the sun. They are part of the historic character of the historic districts; however, when designing the awning, it is important to consider these guidelines:

- Heavy canvas and vinyl material should be used for awnings. Plastic and aluminum are not recommended.
- Canopies should be constructed in materials and colors that blend with the building.
- Awnings can be retractable or built on permanent pipe frameworks.
- A clearance of eight feet above the sidewalk is required by the Building Code.
- The valance of the awning should be free to move and be between 10 and 12 inches high. The valance is the appropriate area for store identification. **The roof of the awning should not be used for signage.**
- Awnings for upper story windows should extend at least halfway down the windows and should complement the street level awnings in color and style.
- The material used shall be for the intended purpose of awnings.



Awnings on the Antietam Street façade of the Schmankerl Stube restaurant. (Staff Photo)

D. Banners

Due to the atmosphere of the historic districts, occasions may arise when property owners request banners for advertisement of events. Such events include but are not limited to grand openings, store closings, festivals, and recreational activities. The following guidelines should help lead banner design and location:

- Banners should be of a temporary nature, advertising events that would not require the banner to be in place for more than a span of two weeks unless the Commission has approved an alternate time arrangement.
- Design should be simple so as not to detract from the historic features of the building it hangs on. Solid backgrounds and single- or two-color fonts are recommended.
- Architecturally significant features/details should not serve as the mounting points for banners to avoid damaging or destroying the feature.
- Ideally, banners should be located above the ground floor. If this cannot be done, they **shall** be eight feet above the public walkway in accordance with the Zoning Ordinance.

Permanent signage should not be made of banner material. This section addresses short-term temporary use only. Banners suspended over the public streets are in the public right of way and beyond the authority of this Commission. However, other City permits and approvals will be required.

E. Signs in Residential Districts

Given the institutional uses, nonconforming commercial uses and offices found within the Potomac-Broadway District, and to a lesser extent the South Prospect and Oak Hill District, it is difficult to qualify guidelines for signs in the Residential Historic Districts.

The Zoning Ordinance sets maximum standards for signs in residentially zoned districts. The following are recommendations for the historic districts:

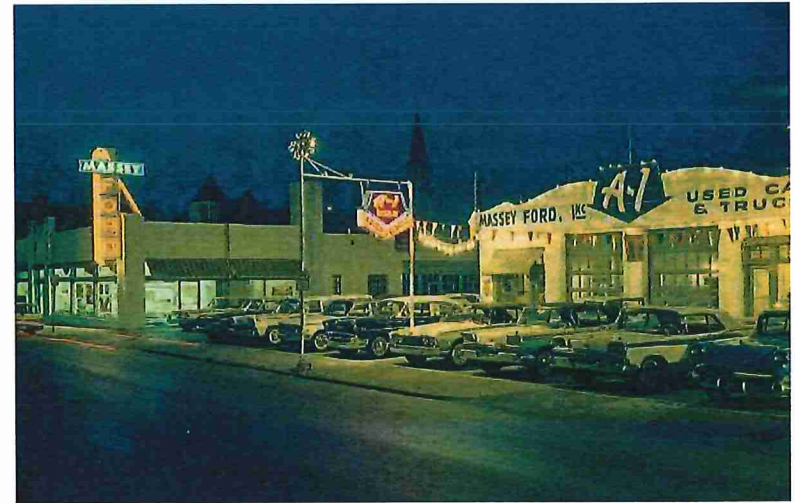
- Signs for commercial activities conducted from dwelling structures on typical lots should be residential in size and character consistent with the Zoning Ordinance requirements.
- Freestanding signs of appreciable size should only be permitted on the large lot properties on Potomac Avenue.
- Changeable electronic message board signs should only be permitted on larger properties with institutional uses (churches, funeral homes, etc.).

F. Historic Signs

Although the Zoning Ordinance states signs for discontinued business should be removed, many older buildings still display the names of their original owners who were proud of their contributions to the community. [These are mostly found in the Downtown District](#). These names are usually located on the upper part of buildings or above the doorways at the street level. Some are formed in sheet metal on fascias and cornices, but most are incised in stone panels or molded in terra cotta relief. Some signs are painted on the building, such as the Leiter Building, the Updegraff Glove Factory, and on the back of the Maryland Theater. Due to their age, these types of signs become a fabric of the building and iconic in the district. These should be preserved as part of the [property's](#) and [district's](#) history and character.



Exactly when the sign on the east side of the Updegraff Glove Factory was added is not known, but it appears in this photo of the site taken circa 1910. In 2024, as part of the renovation of the building for mixed commercial and residential uses, the developer refreshed the historic sign as part of the historic character of the building. The building in the foreground had to be demolished. In order to define the front of the pocket park created from it, the design of the original first two floors of the building inspired the creation of the entrance feature to "Hatter's Plaza." (Above: Washington County Historical Society. Left: Staff Photo)



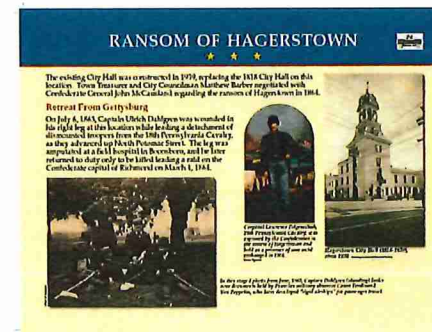
The former Massey Ford complex, located in the unit block of East Baltimore Street, just outside of the Downtown Historic District. This photo from around 1960 shows a variety of mid-20th Century signage that was common in Hagerstown and on businesses in the surrounding area. The building on the left has been repurposed for "Hub City Vinyl" which is now the largest record store in Maryland. (Hagerstown Magazine)

G. Interpretive Plaques

Plaques placed on historic buildings to identify their construction date and original use are encouraged. In order to streamline such requests, the Commission will adopt a standard design (size, material, color, font style) that can be used in the Historic Districts without requiring Commission approval. Use of the

approved design for historic plaques will help to unify and identify the district. Deviations from this standard are not prohibited, but a Certificate of Appropriateness from the Commission will be required. Interpretive panels for such programs as the National Road Historic Trail or the Civil War [Trails](#) program require a Certificate of Appropriateness.

The HDC has no authority over content. However, applicants should consult with the Commission's knowledgeable staff for fact checking and suggestions.



SITE DESIGN

Individual site elements such as planting, paving, curbing, fencing, etc., can contribute significantly to the visual quality of a building and its surroundings. While the Commission has the authority to require reviews of all landscape design and changes by code, the Commission does not review routine landscaping improvements. However, landscaping associated with a major site improvement, such as a large addition, visible driveway, or other significant hardscape work, should be reviewed as part of the application for a significant project.

The following are types of projects the Commission does review, as well as suggestions for those projects that are not reviewed but still influence the streetscape. When considering the site design of the property, keep the following guidelines in mind.

A. Plantings

Trees, shrubs, flowers, and grass have a strong visual impact upon a building. Plantings can offer shade, provide energy efficiency, and privacy while also adding color to the property. Plantings are only reviewed by the HDC if an applicant is proposing work that requires a site plan. While the Commission does not regulate plant species, colors, or routine landscaping, the following are suggestions:



The Womens Club on South Prospect Street (Staff Photo)

- Trees or large shrubs should be located with their full size in mind.
- Plantings should be considered just as building elements should. They should be balanced and proportioned in accordance with the building they surround.
- Where the sidewalk is wide, or a building is set back, plant beds or boxes can be installed.
- Window boxes provide additional opportunities for color throughout the seasons and are highly recommended. A landscape architect or a local nursery will be able to help provide additional information on site improvements.

Street trees are critical to the historic character, charm, and economic draw of a neighborhood. Real estate studies indicate increases of property values of up to 20% in neighborhoods with a mature tree canopy. As trees die or are removed, new trees should be replanted in accordance with the City's landscaping standards and Public Ways Construction Standards and Engineering Guidelines.

The street trees in the Oak Hill Historic District were protected by covenants when the subdivision was created. If the tree needs to be removed or treated, please contact the City's Engineering Department.

B. Courtyards

Gardens and courtyards visible from the street are an important design element and provide a welcome touch to the overall streetscape. When deciding on the plans for a courtyard keep the following guidelines in mind:

- Walls and building elements should provide continuity to the building wall along the street and separate private spaces from the public way.
- Courtyard plantings should be selected to provide interest and color throughout the year.
- Walls and fences should follow the guidelines listed below for these elements.



University Plaza, West Washington Street (Staff Photo)

C. Walls and Fences

Walls and fences are important streetscape elements. Large, paved areas for off-street parking should be visually screened from the street by walls, fences, or plantings. Simplicity is the basic design guideline for fences and walls in historic districts. Natural stone or brick walls work well, as do painted wood board fences. Unless they can be concealed by plantings, concrete block walls and natural wood board or split rail fences should be avoided. In addition, keep the following guidelines in mind:

- Flat, vertical board fences painted or stained, with straight tops are the most suitable in interior lot and other secondary locations. These screen yards, driveways, and walkways, as well as providing privacy.
- Chain link fencing is not a preferred material in the historic district and its use should be carefully scrutinized and limited locations not visible or minimally visible from public ways and areas.
- Consider decorative fences of simple flat top rail design or simple repeated elements (picket, balusters, etc.) for area readily visible from the street.
- Walls and fences should be appropriate to the time period and style of the building and the streetscape.
- Due to their size, retaining walls can significantly alter the appearance of the street. Timber retaining



Corner property on North Potomac Street showing retaining walls along two streets. (Staff Photo)



Wood, board-on-board fences with cap rail are the preferred design of privacy fences in the historic district. (Staff Photo)

walls are not appropriate in front yards or side yards, which are visible from a public street. More permanent materials, such as stone, brick, or ornamental block are more appropriate.



Fences also require a zoning certificate from the Dept. of Planning and Economic Development. Zoning regulations regarding fences are found in Section K.1 of the Zoning Ordinance.

D. Appurtenances and Accessory Buildings

Appurtenances and accessory buildings are permanent or semi-permanent fixtures, structures, or details added to the property or the building. These have a large impact on the appearance of the streetscape from the public ways. The most common requests are for outbuildings, such as garages and sheds; however, other appurtenances include, but are not limited to, pools, gazebos, and large statuary/fountains. When considering an appurtenance or accessory building, keep the following guidelines in mind:

- Style, scale, color, materials, and textures should be compatible with those of the building.
- Avoid appurtenances and accessory buildings that clash with the architectural period of the building and the streetscape.
- Appurtenances and accessory buildings should not draw attention away from the historic building. Statuary and fountains should be discrete and consistent with the architectural style of the property.
- Maintain the ornamentation of the building. Highly decorative fountains and gazebos do not fit with the property of a federal style building, for example.
- Do not mimic an architectural style not found in the corresponding historic district.
- Metal garden sheds are not compatible with the historic character of the districts and are not recommended.
- Consult the Zoning Ordinance for maximum limitations for the height, area, and setbacks of accessory structures and appurtenances.

E. Swimming Pools (Private Residential)

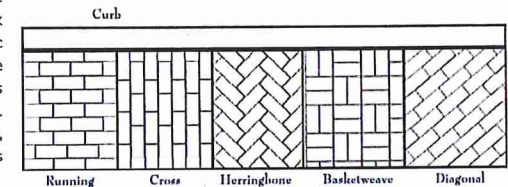
Swimming pools are a common request by residential property owners. Unfortunately, they can also have a great impact on the historic nature of the districts. Therefore, the following guidelines apply to the construction of pools:

- Swimming pools should not be located in the front yard. Since pools are not permanent features, it is the policy of the HDC to generally assume a pool is permitted, but will consider design, location, visibility, and screening when reviewing applications for them especially when considering an above-ground pool, a corner lot, and those very visible from public ways.
- In-ground swimming pools, not easily seen from the public streets surrounding a historic property are preferred. These should be concealed even further from public view with an appropriate fence (refer to "Walls and Fences").
- Above-ground swimming pools should be screened with landscaping and fencing from the public streets.

- Landscaping and paving surrounding swimming pools, either in-ground or above, should comply with the historic nature of the property as well as these guidelines.
- Additional features, such as diving boards and ladders, should be simple and located out of view from the public streets.

F. Sidewalk Paving

Sidewalk materials and design vary from structure to structure. This variety adds to the visual texture and color of the streetscape. Sidewalk surfaces should be designed to continue the visual texture of the streetscape and building. When appropriate, they can be integrated with the materials and textures of the building. Brick and concrete are acceptable for paving, and many brick patterns are allowed. Specific construction information is available in the City's Public Ways Construction Standards manual. When repairing curbs and sidewalks, curbs may be retained and raised as necessary to current City standards.



In addition to these general sidewalk guidelines, the following are additional guidelines for walkways and patios:

- Brick, stone, and concrete are the most common materials; poured concrete is acceptable if it blends with the existing sidewalks. The Commission will consider alternate materials if they are appropriate to the streetscape.
- Patterns for patios and walkways should blend with the existing pattern along the sidewalk. Patterns may be drawn from the same sampling above.
- Front walks should not take away from the historical nature of the building; simple structures do not require ornate front walks.

Per City Code requirements, replacement of existing public street sidewalks on South Prospect Street shall be done in brick. The Commission has no authority to waive this requirement.

G. Trash and Dumpster Enclosures

Trash and dumpster enclosures in the historic district can influence the overall appearance of the property if not treated correctly. The Land Management Code requires a gated enclosure for all new dumpster placements. Consider the following:

- Avoid complicated structures that draw attention away from the main building.
- Enclosures should blend with the surroundings of the property in color, texture, and material. Redwood privacy fences are preferred.
- Vinyl enclosures are acceptable if they are well disguised and unobtrusive.
- Simple masonry enclosures, or those made of wood or vinyl, with a simple flat top rail design, are preferred.
- Chain-link fencing with privacy slats is incompatible and is therefore discouraged.

H. Parking Lots

Off-street parking should be located to the rear of a building lot, but in general, new parking lots should not be located in the primary front yard of any building in historic districts. This is mainly a concern in downtown on a business or institutional property, or at an apartment building. Article 5 of the Land Management Code details requirements for parking and design of parking lots. Special attention should be given to landscaping to make parking lots as unobtrusive as possible. Therefore:

- Planting strips and ground cover should border the parking areas. This provides a break between the parking area and the building as well as lessening the visual impact.
- Fences and walls that blend in with the style of the adjacent building should be used to further screen parking areas.



I. Telecommunications

According to the Zoning Ordinance, wireless telecommunications facilities (also known as cell phone towers) located within the historic districts should not be intrusive or incompatible with the historic character of the neighborhood. The Zoning Ordinance also provides added protection when located in historic areas. Therefore, the following guidelines should be followed when planning for wireless communications:

- Wireless facilities should be hidden from view by means of a stealth design. The Ordinance suggests locating the antenna inside a steeple, chimney, or disguising a supporting monopole as a flagpole. If the equipment is not of stealth design, it requires review by the HDC.
- If facilities or antennas are located on the ground, a minor site plan approval is required by the Zoning Ordinance.
- Hide outdoor cabinets, shelters, and other facilities from view via landscaping and privacy screening and possibly fencing.
- When attached to the pent roof on an existing building, panel antenna should be painted to blend with their background.

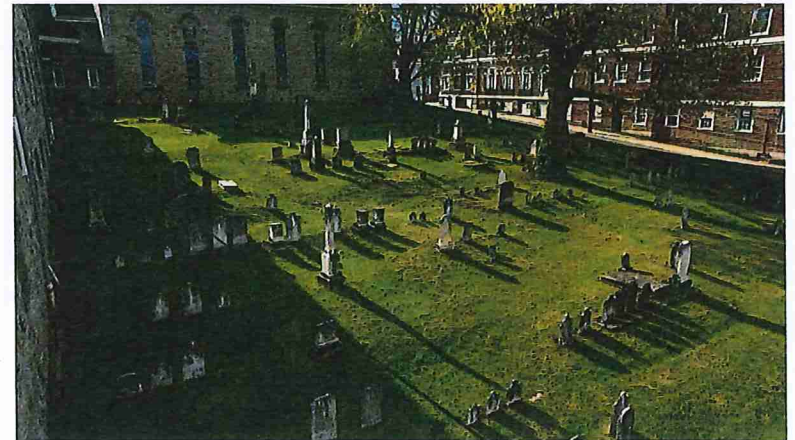
J. Cemeteries

When cemeteries are located in a historic district and fall under the Commission's jurisdiction, installation, repair and alteration of grave markers, individual grave fencing, and other funerary objects placed in a cemetery will not be reviewed by the Commission.

Downtown Hagerstown had several cemeteries that no longer exist which were removed for development or due to the 19th Century misperception that cemeteries were the source of disease. Many urban cemeteries were relocated throughout the U.S. in the 19th Century for this reason. Typically, those that were removed from the core area of town were reinterred in mass graves at Rose Hill Cemetery. The few remaining cemeteries in the core of the City are invaluable connections to its founding and their relocation is strongly discouraged by the Historic District Commission.

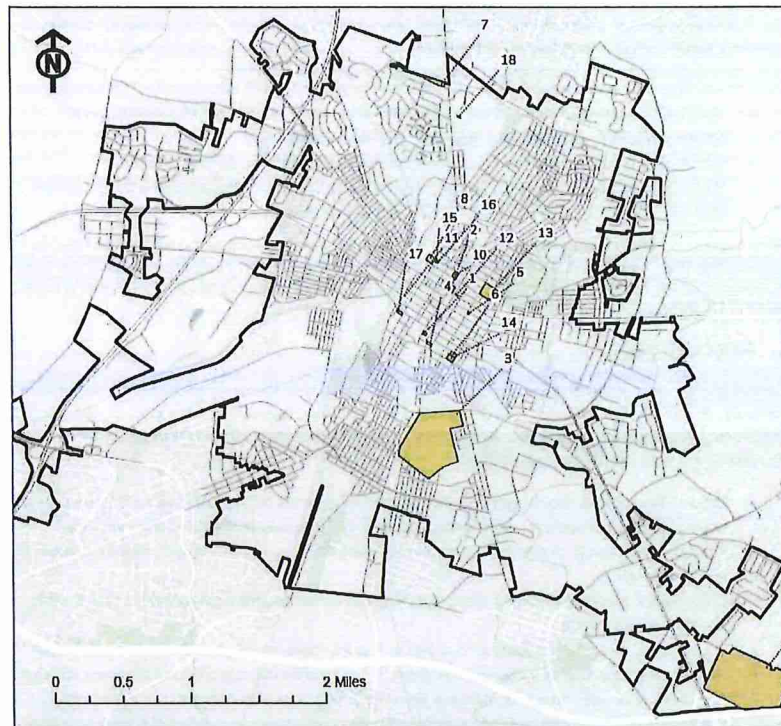
Removal and relocation of cemeteries, usually intended for development purposes, would have to be reviewed by the Commission. The Zion Reformed Cemetery, the St. John's Lutheran property, St. John's Episcopal Church, and St Mary's Catholic Church are the known human burial sites located in a historic district or boundary.

The Commission also serves as the Cemetery Preservation Advisory Board which provides advice and guidance on the treatment of human burial sites throughout the city. Its role in that capacity is discussed later in this document.



Zion Reformed Church Cemetery on Church Street. Many prominent early citizens are buried here. The city's founder, Jonathan Hager, is buried at the large monument near the side wall of the church. (Staff Photo)

Historic Human Burial Sites in Hagerstown, MD



ID	Cemetery Name	ID	Cemetery Name
1	St John's Lutheran Church	10	Ebenezer Church Cemetery
2	Zion Reformed UCC	11	St Mary's Catholic Church
3	Rose Hill Cemetery	12	Wingard's Sepulcher
4	Hagerstown Presbyterian Church	13	Almshouse Cemetery
5	St Paul's Cemetery	14	Former Methodist & Lutheran Burying Ground
6	St John's Episcopal Cemetery	15	Asbury 'New' Burying Ground
7	Rest Haven Cemetery (portion in City)	17	St. Johns Episcopal Columbarium
8	St Mary's Catholic Church Cemetery	16	Asbury 'Old' Burying Ground
9	Doub Farm	18	Bellevue Asylum Cemetery

Legend

- Cemeteries
- City Boundary
- Roads



Prepared By: Joanne Wu, Planner, 4/17/2023

K. Subdivisions and Site Plans

Subdivisions (the creation of property lines), while not an improvement to a building, can still greatly [plac](#) the character of a historic district. While the Commission cannot approve or deny a subdivision application, they can testify before the Planning Commission when a request for a subdivision will affect historic resources and districts. When planning a subdivision, consider the following:

- Take into account and maintain the historic character of the district including [street input, building masonry, setbacks, and general appearance of buildings](#).
- Subdivisions should remain compatible with their historic surroundings at all times.
- Building [and site design are subject to Commission approval and](#) should follow the guidelines set forth in the "New Construction" section of these Guidelines.

The Commission has more influence over site plans submitted for single properties. The Commission can influence the location of buildings on the site plan, as long as they do not contradict the Zoning Ordinance's setback or "build-to" requirements.

L. Air Conditioners

Central and window air conditioners are often a necessary feature in the summer months in Hagerstown; however, if not carefully placed, these units can detract from the historic character of the district. Placement and construction of these units is very important; therefore, air conditioning units and wires should comply with the following guidelines:

- Ground-based units should be placed in the rear of buildings out of public view. If it is necessary to place it where it could be viewed from public ways, it should be shielded from view by fencing, landscaping, or some other permanent method. Ground units should not be visible from any public way.
- Cords, pipes, and wires running along buildings should be painted or disguised to blend with the color of the façade.
- Cords, pipes, and wires should not disturb the historic character of any feature on the building.
- Historic features, such as windows and doors, should not be damaged to provide space for any part of an air conditioning unit. Window air conditioning units should not destroy the [historical](#) quality of a window (Use of window air conditioning units does not require HDC review unless the installation would damage the window).

M. Utilities, Including Solar Panels

When arranging with a utility provider to install or upgrade utility services to a building, please consider addressing the historic or architectural character of your building to devise the least disruptive and least noticeable location and placement of meters and other necessary utility elements.

[Solar panels are becoming more popular to reduce the cost of utilities as well as greenhouse gas emissions](#). However, they are inconsistent with preserving the historic character of a building. Consider preserving the character of the building by avoiding installation on the front of the building (rear, non-historic additions, or accessory structures). The roof of the building must not be architecturally significant or a character-defining feature.

DEMOLITION

Demolition is the intentional destruction of all or part of a building or structure. Demolition of structures that contribute to the character of a historic district is highly important as the primary role and responsibility of the Historic District Commission is to preserve historic resources in Hagerstown and be a safeguard against their unnecessary loss. The loss of historic buildings can disrupt the streetscape and decrease the historical and architectural integrity of the entire district. Demolition of "contributing structures" will only be considered by the Commission if all other alternatives are not deemed feasible or appropriate, or if a hardship application is deemed appropriate.

A. Demolition and Relocation of Structures

Every regulated historic district in the nation is created for the primary purpose of preventing the unnecessary loss of buildings or their historic features that contribute to the collection of historic resources defined by the district's boundaries. If the building(s) contributes to the district, it is presumed they are to be retained, barring certain circumstances discussed in this section.

Requests to demolish or relocate all or parts of buildings sometimes arise in historic districts for a variety of reasons. For example, the prospect of funding and completing the rehabilitation of a severely deteriorated building would not likely result in a reasonable return in property value for the investment made. Another would be to make way for redevelopment of some type. Occasionally it would be to remove blighting conditions where there is no likelihood of the building's rehabilitation. And finally, the building is too "new" or too compromised due to inappropriate work over the decades that it does not contribute to the character of the district.

Demolition of any structure requires the approval of the Commission. Since the demolition of a historic structure is a permanent and disadvantageous action to the historic fabric of the district, the Commission will consider demolition of "contributing structures" as a last resort. It is recommended that all other alternatives and methods of rehabilitation be exhausted before requesting to demolish your historic structure. However, the Commission understands that the demolition of historic resources may be necessary at times. As of 2023, there have been 41 approved applications by the HDC for major demolitions. See Appendix G for more information.

When a demolition is approved, the post-demolition treatment and condition of the site is subject to adherence to these guidelines and the review and approval of the Commission.

Given the irreversible nature of a demolition, intentional demolition of a building in a historic district, or a designated or recognized potential landmark, without obtaining the appropriate approvals from the Commission is a misdemeanor criminal offense, subject to prosecution.

B. Appropriate Justifications for Demolition

Demolition Comes in Several Forms and Ways

There are several ways in which demolition of a building in a historic district, or a landmark may be justified, even when the building is a contributing or premier architectural/historic resource. The justification necessary varies depending on the building and the circumstances.

Hagerstown's Zoning Ordinance and these Design Guidelines are written to be as accommodating as reasonable for property owners and developers. However, unless a request fits within one of the following categories, it is presumed that contributing buildings should remain standing and be maintained, renovated as necessary and put to use permitted by the Zoning Ordinance. Those categories are:

1. Buildings ordered down as a public safety hazard by the Chief Code Official.
2. Demolition of non-contributing buildings and those clearly beyond salvage.
3. Demolition of contributing buildings where restoration is an undue financial hardship on the owner.
4. Demolition of buildings that are a deterrent to a major public improvement program of substantial benefit to the City.
5. Demolition justified as a "Major Economic Development Opportunity" as defined and governed by the Land Management Code in Article 3 and Article 4 Section T.4.

Although the main duty of the HDC is to protect and preserve the historic nature of local districts, the members of the Commission are not opposed to all demolition. The purpose of this Commission is to prevent the unnecessary loss of contributing resources, while also allowing Hagerstown to prosper in the modern era.

The Commission is committed to administering the law and these Guidelines objectively. Given the permanent nature of demolition, it must do its "due diligence" and require sufficient documentation to justify the demolition of buildings that are "contributing resources" to the character of the districts. The justification, review expectations and processes vary depending on the nature of the demolition.

Buildings Ordered Demolished by the Chief Code Official.

Occasionally, a building may be determined to be an immediate public safety hazard by the Chief Code Official. This could be due to fire, other calamities, or the ongoing deterioration of a neglected building causing structural failure. When the Chief Code Official determines that a building is a public hazard, they can order a building demolished in the interest of the safety of the public and the occupants of adjoining properties. Historic District Commission review is not required, and demolition can proceed upon the issuance of the necessary demolition permit and utility disconnections.

The property owner, however, is still responsible for applying to the Commission for approval of plans for the treatment of the site post-demolition. Even though the demolition was ordered by the City, it still results in a change to the condition of the property, necessitating Commission review. This usually involves filling basements and grading and planting grass, but circumstances may vary. If the building was attached to another building, treatment of the now exposed formerly interior wall must be addressed. Failure to obtain approval of post-demolition treatment is a violation of the Zoning Ordinance.

As of 2023, only one building (a dwelling in the Prospect Street Historic District) and the top floor of a mixed-use building on West Antietam Street in the Downtown Historic District have been demolished by order of the Chief Code Official since 2010. Both were the result of catastrophic fires.

For all other demolition justifications (addressed in the following items 2, 3, 4 and 5), a property owner must apply for either a Certificate of Appropriateness or Certificate of Hardship from the Commission.

Demolition of Non-Contributing Structures and Those Clearly Beyond Salvage.

When a property owner desires to demolish a building that is a “non-contributing building” to the architectural and historic character of the district, they can apply to the Commission for a “Certificate of Appropriateness” for approval, like most other types of work proposed for buildings in the historic districts. For example, if contributing buildings are considered those that pre-date 1945, and the owner decides to demolish a building (or a later addition to a contributing building) that was constructed in 1975, there is no need to go through a more involved review process. The demolition of a 1970s building or building addition does not negatively impact the character of the district. As it is on all work on non-contributing buildings, the law, practice, and these Guidelines advise the Commission to treat such requests leniently, including demolition.

Where the condition of a “contributing resource” building is well known to all parties through City property inspections, violation cases, etc. as being beyond reasonable expectation of renovation and reuse, the owner may apply for a Certificate of Appropriateness to obtain approval of the demolition at the direction of the Zoning Administrator. If the Zoning Administrator believes there are factors that would create difficulties in the Commission approving the request, they may direct the applicant bypass the Certificate of Appropriateness process and instruct them to proceed directly to application for a Certificate of Hardship.

When Renovation of a Contributing Resource Is An Undue Financial Hardship On The Owner.

Of the five avenues to demolition, this requires the most diligence and attention from the Commission, the most justification and documentation from the applicant, and harbors the most potential for controversy.

This occurs when the building cannot earn a sufficient return for the money invested in rehabilitating it. This is done through the “Certificate of Hardship” process. There are numerous buildings that have been demolished over the years with the Commission’s approval using this standard. The Commission understands its responsibility under this provision and has approved the demolition of a number of contributing buildings through this process. Conversely, it also understands its “prime direction” and has denied applications for demolitions when hardship is not proven.

The general negative appearance and poor condition of a building can mask a structure that, with proper attention and renovation, can be saved, put to good economic use, and continue its presence as an integral part of the district. However sometimes, the “numbers” just do not work.

Since the prime directive of any historic commission is to safeguard against the unnecessary loss of historic resources, it is imperative that an applicant demonstrate with sufficient documentation that a building cannot be renovated or restored in a manner that makes economic sense. As a practical matter, the Commission cannot require a person or party to invest more money than the building is worth after the renovation.

In these cases, the burden of proof is on the applicant. When preparing an application for a Certificate of Hardship citing the financial justification, provide as much documentation as necessary for the Commission to make an educated evaluation of the case and render an appropriate decision. This may include a detailed construction estimate from a licensed contractor projecting the cost of renovation, analysis of post-renovation value (either in real estate market price or in potential income generation if the building is a

commercial, mixed-use, or multi-family building), current property value, and any other relevant details supporting the request.

If the Commission determines the application complete, including supporting documentation sufficient to make a determination, and the data shows that the cost will not be justified through property value upon completion or projected income generation, these Guidelines advise the Commission to approve the Certificate of Hardship.

If the data shows that the building can be renovated and put to best use in an economically justifiable manner, then these Guidelines advise the Commission to reject the application for a Certificate of Hardship. When this occurs, the building should be repaired and secured to the degree necessary to arrest further deterioration. Vacant buildings can be “mothballed,” or put in a secure state by securing window and door openings and addressing utilities as the property waits for new attention in the future.

As of 2026, in recent years, Certificate of Hardship for economic hardship have been approved for:

- 66-70 West Washington Street (The Delta Building)
- Multiple buildings on West Antietam Street
- 14-16 East Antietam Street

Demolition of Buildings That Are a Deterrent to a Major Public Improvement Program.

The public need of new infrastructure (school, courthouse, road/bridge, etc.) sometimes takes priority over retention of the historic resource. Typically, these are publicly funded using local, state and/or federal funds and may be subject to historic review by the Maryland Historical Trust. As the seat of Washington County government, downtown Hagerstown has a nucleus of public services, buildings, and spaces.

There are times where new uses and facilities are planned to serve the community. When this is the case, it may be necessary to remove contributing resource structures to provide space for those facilities. For example, in 2017, the former “Edison Building” was identified as the planned location for an addition to the adjacent Barbara Ingram School for the Arts. This site was the only logical place on which to add to the existing school and the existing building could not be reasonably utilized for the project. Therefore, the Board of Education applied for a Certificate of Hardship to demolish the circa-1920 mixed-use building in order to expand a facility of the Washington County Public Schools. Another example was the demolition of the McBare building for the expansion of the Maryland Theatre. Although non-governmental, it was considered a public improvement program due to the large amount of grant funding awarded to the project by the local and state governments. The left front area of the theater’s new primary façade is where the McBare building formerly stood.



Sometimes historic resources are not discovered until it’s too late. This gas station on Jonathan Street did not appear to be of any significance and was excluded from the downtown historic district when the district was created. When it was demolished in 2021, contractors uncovered a rare Art Deco style gasoline station building under the late 20th Century veneer. (Staff Photo)

Demolition of Buildings Justified by a "Major Economic Development Opportunity" (MEDO).

Hagerstown has been on a long journey to revitalize its downtown area ever since major retail and hospitality operations left for suburban shopping centers and malls in the 1950s to 1970s. Hagerstown was once the second largest city in Maryland. Since the retail exodus in the third quarter of the 20th Century, vast amounts of building square footage have gone unoccupied and unused in the downtown area. There were certain successes in the 2000s, such as the University System of Maryland facility on West Washington Street and the Bowman project on South Potomac Street. Still this effort has been a struggle with the rise and fall of economic cycles and due to the cost of bringing vacant historic commercial and mixed-use buildings up to Code.

Sometimes a natural "tension" occurs between the HDC's mission of protecting historic resources and the mission of economically revitalizing the central core of the City. Often, historic preservation and economic revitalization can work hand in hand and result in a better outcome than if one priority entirely wins out over the other. Smaller historic districts (not in the downtown of a major city) usually have smaller buildings and spaces, which find it easier to thrive on the reintroduction of new small storefront businesses and their upper-level apartments don't often go into multi-decade "mothball" status. With its large downtown core and inventory of very large buildings, reuse of some downtown buildings in Hagerstown is challenging.

There are times when goals conflict. On the one hand, some buildings are too important to lose. On the other hand, an opportunity may come along for a project that would bring significant economic development to the downtown. This project would have long-term positive effects on the district and spur reinvestment in remaining historic buildings. However, the targeted site involved requires removal of a building or buildings that contributes to the character of the district.

The Historic District Commission is a partner with the rest of City government and the rest of the community in the ongoing drive to revitalize Hagerstown's downtown area. It has adopted numerous policies that streamline review of proposals and tries to strike the right balance between preservation and economic development.

After much work, in 2016 the Commission proposed and the Mayor and City Council approved zoning ordinance amendments that created the "MEDO" process. Definitions and objective standards spell out when historic preservation may necessarily need to be subordinated to the imperative of a "game changing" large economic development proposal – described and defined as a "major economic development opportunity" or "MEDO."

The MEDO provision was uniquely crafted by the Commission for downtown Hagerstown. This provision was created so that major and important "game changer" uses proposed for the downtown are not thwarted by the legal expectation and process's presumption to protect contributing, "B"-rated resources. There are parameters as follows:

- A. It cannot be used to remove an "A" rated resource – individually significant resource.
- B. The work cannot be speculative. It is based on a use that is committed to move forward. For example, an office building with no secured large employer committed to occupy it would not qualify for this provision. This provision is intended to lure targeted uses to the downtown.

- C. The intended use is viewed by the City as a "game changer" use, such as a major hotel or significant entertainment venue or a building containing a large number of market rate or luxury dwelling units. The MEDO provision is not to be used to circumvent the normal demolition process for buildings viewed as inconvenient or in the way of uses that will not be major driving influences in the redevelopment of downtown. In those cases, the preservation of the historic resource should prevail or demolition achieved by one of the other methods available and described here.
- D. The demolition permit is the last item released in the permit process. For the demolition permit to be released, the site plan for the replacement development must be complete, building permits ready to be issued, and documentation by the developer that the financing necessary to complete the development is committed once it begins. This is necessary in order for the Commission to uphold its responsibility to protect the district from the unnecessary loss of historic structures. The historic resource must not be lost for a project that ultimately fails to launch.

As of 2026, this provision has not yet been used to justify a demolition.

Procedures, documentation, and other relevant information can be found in Appendix E.

Since 2017, Hagerstown's downtown core has seen a major upswing in investment and revitalization. The expansions of Barbara Ingram School for the Arts and the Maryland Theatre opened their doors. A vacant firehouse was adapted to offices for a local architecture firm. An expansion of the Schmankert Stube restaurant was completed. The former Updegraff Glove Factory went under renovation in 2023 for first floor commercial uses and upper floor market-rate apartments. Renovation of the former Masonic Lodge for new offices, service and hospitality uses continued in 2023. A new multi-use stadium and event facility opened in 2024 on the edge of the Downtown Historic District, along with a new parking deck. The stadium and deck are anticipated to spur redevelopment of several vacant lots and underutilized buildings on West Antietam Street in the Downtown Historic District.

When proposed, the Commission viewed the MEDO provision as a temporary measure, used sparingly and targeting a limited number of properties to "jumpstart" an ongoing and permanent move to revitalize downtown Hagerstown. The boom of development and redevelopment activity in the downtown area since 2017 seems to be setting the stage for this. If this is the case, it is the Commission's hope that after a few "game changer" uses arrive and drive revitalization, increase property values and improve the financial viability of rehabilitating downtown's historic buildings, this provision will no longer be necessary. Perhaps some time in the foreseeable future, enough permanent momentum and significant new uses will have been created to warrant removing this provision from the Code as a once necessary but no longer needed compromise of historic resources.

C. Post-Demolition Conditions and Plans

Part of the consideration of a demolition will be the post-demolition result. Often, demolition is proposed due to a plan to immediately redevelop the property and the plans for the new improvements will be reviewed by the Commission. However, there are times that the desire is to remove a building with no immediate plans for the site.

In such cases, a plan shall be provided by the applicant showing how the site will be treated. The plan should be considered as permanent or semi-permanent as it is impossible to predict how long it will take the owner to redevelop the property or transfer it to another person or corporation that will redevelop the

site. Temporary measures, such as gravel, should not be approved on an open-ended basis. If the demolished building was attached to an adjacent structure, the plan will include plans for the stabilization of that building's former interior wall or walls.

D. Relocation of Contributing Structures

Although never done in a Hagerstown historic district as of 2023, relocating or moving historic buildings is a serious matter. Moving a building can threaten its structural integrity. Removing a building from the original location on which it was built changes the historical character and context of the property and the surrounding area.

Relocation therefore will be permitted only after all other efforts have been exhausted and as an effort to prevent the structure's demolition.

E. Facadectomy

Facadism was a technique of redevelopment in historic districts that received wide-ranging acceptance or criticism when it was popular in the 1970s and 1980s, depending on the community. This practice can be best described as preserving the front facade of a building and allowing demolition and new development behind it. Generally, it is a compromise between redevelopment pressures and preservation. The aesthetics of the historic streetscape are preserved, new construction is allowed, and total demolition is avoided.

Facadism is not historic preservation and cannot be considered by the Commission as an alternative to retaining and rehabilitating a contributing structure when rehabilitation is feasible. The overwhelming majority of the historic structure is lost with such a proposal. Facadisms should only be considered as a last resort when 1) it has been otherwise determined that a building cannot or should not be retained, 2) the façade is of such importance to the streetscape that it should not be entirely lost in a demolition, and 3) the structure of the façade retains sufficient engineering integrity that it is possible to do so.

The Commission shall not consider facadism as an alternative to logical and achievable rehabilitation. However, the Commission may (but is not required to) consider such a proposal either 1) initiated by the applicant in a justifiable demolition application, or 2) as a condition of approval of a demolition application. Due consideration should be given to engineering and budgetary considerations of the replacement project and the relationship of the replacement project to the City's economic development efforts. Facadecomies are very expensive.

There are no known facadecomies in Hagerstown.

F. Guidelines for Demolitions

When considering an application for demolition, the Commission should:

- Treat applications for demolition of buildings and additions rated as an "E" Resource with significant leniency. "E" Resources do not contribute to the character of the district and their removal will be of no loss to the historic character of the district.
- Weigh applications for the demolition of "C" Resources carefully. "C" Resources have been modified over time in ways that compromise their historic integrity and contribution to the district,

but it is possible that they could be rehabilitated in a manner consistent with their historic appearance and raise their level of contribution to the district to "B" Resource status.

- Be generally accommodating to requests for partial demolition of buildings that only affect the rears of buildings and do not significantly affect the front 50% of a building or the appearance of the portion of the building that remains visible from public ways.
- Safeguard, to the degree possible, the integrity of the "street walls" in the Downtown Historic District and discourage the unnecessary creation of openings in the street wall for surface parking or open space.
- When demolition must be approved for buildings with facades of significant historical or architectural value to the district, give consideration to requiring the stabilization and reuse of the façade in a planned replacement building, or as a defining feature of a planned open space area thereby preserving the street wall. This is not necessary when the façade is not architecturally significant or not historic, nor should it be required when cost prohibitive.
- All demolition applications shall include a plan for the stabilization or redevelopment of the site, including materials for any paving, fencing or any other temporary or permanent improvements planned for the site.
- Evaluate strictly applications for demolition of historic alley-facing accessory buildings made of brick and/or stone and constructed during or before a district's "period of significance." There are a few remaining examples in the City's historic districts, and they can be repurposed as part of the rehabilitation of a site.

When considering an application for demolition, an applicant should:

- Determine what resource rating is applied to the building in order to anticipate the level of review that will be required.
- Provide a complete and defensible assessment of the condition of the building, cost of rehabilitation, and appropriate property value and/or rental value upon completion when applying for a Certificate of Hardship using the financial hardship justification.
- Be sure to include plans for the post-demolition treatment of the site.



Demolition occurred in 2002 for the construction of University Plaza. The former Baldwin House Hotel is shown to the right, undergoing renovation to become the University System of Maryland Hagerstown Campus. Since its inception, the Historic District Commission has approved over 90% of the demolition applications submitted for review. (Staff photo)

DEMOLITION BY NEGLECT

The Land Management Code defines "demolition by neglect" as follows:

The failure to provide ordinary and necessary maintenance and repair to a landmark or site or structure within an historic district, whether by negligence or willful neglect, purpose, or design, by the owner or any party in possession of such a site, which results in any of the following conditions:

1. The deterioration of the foundations, exterior walls, roofs, chimneys, doors, or windows, so as to create or permit a hazardous or unsafe condition to exist; or
2. The deterioration of the foundations, exterior walls, roofs, chimneys, doors, windows, the lack of adequate waterproofing, or the deterioration of interior features which will or could result in permanent damage, injury, or loss of or loss to foundations, exterior walls, roofs, chimneys, doors, or windows.

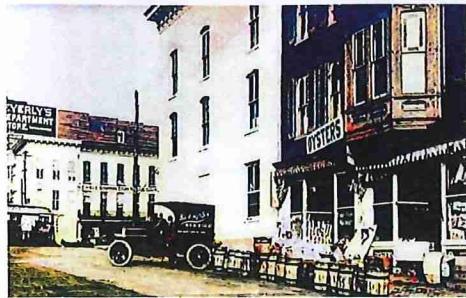
Demolition by neglect is not:

1. The mere aesthetic deterioration of a building.
2. The loss of non-structural architectural elements due to neglect or delayed maintenance.

This definition was intentionally written with the high standard that the deterioration is so significant to critical structural elements that it threatens the future existence of the building. It was not written to permit the City to compel work to remedy merely aesthetic issues and this provision cannot be used for that purpose.

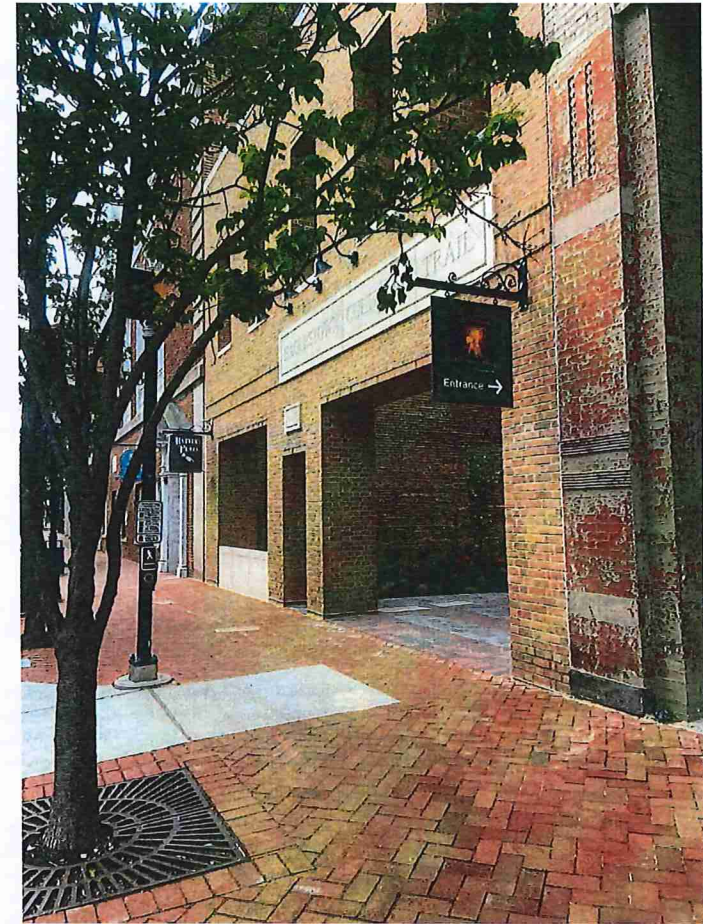
An example of demolition by neglect may include an unsound roof or rotted siding that can result in water damage to the interior and degradation of the building's frame. Such deterioration may threaten the entire structure if left unchecked. This is "demolition by neglect" and is prohibited by the Zoning Ordinance.

The Zoning Ordinance authorizes the Zoning Administrator to order work be performed to prevent such situations and/or arrest further deterioration. This decision may be appealed to the HDC, and enforcement measures are outlined in the Ordinance. This is an avenue of last resort for the City and would be considered only in extreme circumstances.



Additional information on the ordinance that addresses demolition by neglect, please consult the Land Management Code, Article 4 (Zoning) Section T.7.

North side of East Washington Street at Public Square, circa 1910. (Public Domain Photo)



After the three-story Updegraff Hattery was ordered down due to advanced deterioration, the City repurposed the site for a pocket park and gateway to the Cultural Trail. Research concluded that the circa 1830 building was built as a two-story structure with a third floor added around 1855. In order to maintain the street wall and connect the new use to the site's past, an approximation of the original two-story front façade was constructed. Designers used measurements of the original irregularly spaced window and storefront openings and adopted brick patterns used in the original construction. Note the projecting signs, including the three-dimensional top hat sign. (Staff Photo)

CEMETERY PRESERVATION ADVISORY BOARD

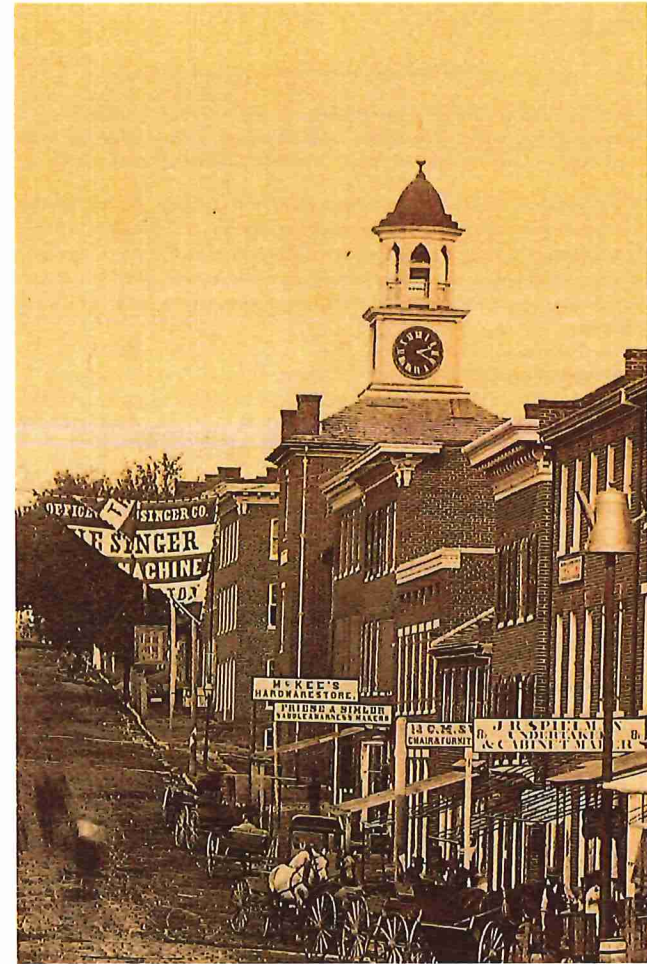
In 2012, the City added to the Land Management Code provisions for inventorying known and former human burial sites (cemeteries) within City limits, and codified procedures for addressing properties containing human burial sites slated for development and for treating the unintentional discovery of human burial sites during site construction. Part of this provision was the creation of the Human Burial Sites Preservation Advisory Board (HBSPAB). The role of the HBSPAB is to "provide advice and guidance to the Department of Planning and Economic Development and to the Planning Commission on human burial sites preservation issues as may be required by Article 5, (Staff Photo) Section K of the Land Management Code." This role is fulfilled in the following ways:



- 1) Review evidence discovered by or brought to the attention of staff regarding sites within the city that contain, are suspected to contain, or have formerly contained a human burial site and advise staff whether to add them to the official inventory and map of sites maintained as required by the Ordinance.
- 2) Provide advice and consultation to the Department of Planning and Economic Development as it determines if an alleged human burial site inadvertently discovered during construction activities is a human burial site.
- 3) If staff determines the site is a human burial site, provide advice and consultation to staff and the Planning Commission regarding stop-work determinations and other steps necessary for the developer to comply with the requirement to protect human remains, which may include (but is not limited to) revising plans to avoid the cemetery and protect it, or relocating the cemetery in accordance with Maryland law.

Given that the role of the HBSPAB is comparable to that of the HDC, rather than appointing a separate new board that would rarely meet, the Code states that the HDC serves in the role of the HBSPAB. When HBSPAB business needs to be conducted, it is placed on the HDC's meeting agenda as an item of business. The decisions of the Historic District Commission (sitting as the HBSPAB) on such matters is advisory only, except where the property is located in an historic district or landmark, and the proposed work would have otherwise come under the jurisdiction of the Historic District Commission. Since 2012, the HBSPAB has met three times; to create the initial inventory and map required by Code, and other times to add newly discovered sites to that inventory and map. Since it has been created, the process requiring review of the discovery of human burial sites during site construction has never needed to be put into use.

See the map on page 8-7 for the locations of current known, believed and past human burial sites in town.



North Potomac Street, viewed from Public Square, circa 1868. The Town Hall bell visible in this photo is displayed in front of the City Council Chambers in City Hall. Little Heiskell is a ghostly figure atop the bell tower. Notice the huge coffee pot used as signage for a grocery store located just north of Public Square. (Washington County Historical Society Photo)

APPENDICES



In the late 19th-Century, the Independent Junior Fire Company (Station 3) had to reconstruct its pre-Civil War fire house. After the reconstruction was completed, the site also housed the Pioneer Hook and Ladder Company until a new station was built for the ladder truck on West Franklin Street. Here, the crew of Pioneer Hook and Ladder pose with their apparatus and team in front of the Juniors' building. The building stands today and the upper levels of the façade and bell tower were restored in recent years by the owner. The owner hopes to complete a restoration of the first floor façade with working panel doors in the future. (Hagerstown Fire Museum)



Hagerstown's African-American soldiers who served in World War I gathered for a group photograph in front of Good Samaritan Hall upon their return and discharge, circa 1919. Good Samaritan Hall stood on Jonathan Street and was a community focal point for the African-American community. (Washington County Historical Society Photo)

Appendix A: Glossary of Terms

The following glossary defines terms used in the design guidelines text and other common terms for design elements.

Alley – A public or private way which is used primarily for vehicular service access to the rear or the side of properties otherwise abutting a street. Double-lane alleys are considered public ways.

Appurtenance – A permanent or semi-permanent fixture, structure, or detail added to the property or building, such as a shed, gazebo, large statuary or fountain and garage.

Arcade – A covered passageway with a series of open archways on one or both sides.

Barge Board – A decorative board under the eaves that covers the face of an exposed rafter.

Bay – One unit of a building that consists of a series of similar units commonly defined by the number of window and door openings per floor or by the space between columns and piers.

Balustrade – A railing with upper and lower rails, balusters, and pedestals.

Base – The lowest part of a wall or pier.

Bay Window – A protruded bay on a façade that typically has windows on the primary, and smaller secondary vertical surfaces. The side surfaces of the bay can either be perpendicular to the façade, or constructed at an angle.

Board and Batten – A type of wall cladding for wood frame structures, consisting of closely spaced vertical boards, the joints of which are covered by narrow wood strips called battens.

Bond – The physical arrangement and placement of either brick or stone to create a wall pattern and to strengthen the wall.

Bracket – A support element under the eaves or other overhangs, often more decorative than functional.

Brick Veneer – A facing of brick laid against a wall and not structurally bonded to the way.

Capital – The topmost member, usually decorated, of a column or pilaster.

Clapboard – A long narrow board with one edge thicker than the other, overlapped to cover the outer walls of frame structures. Also known as weatherboard, bevel siding or lap siding.

Column – A vertical support member.

Columbaria – A structure for the reverential and usually public storage of funerary urns, holding cremated remains of the deceased.

Common Bond – The pattern of laying bricks in which several horizontal rows, usually an odd number, of stretcher bricks are placed between rows of header bricks.

Context – The surroundings, both historical and environmental, of a building or town.

Contributing Structure – A structure that, through its history and/or architectural design is one of the several buildings or properties that create the collection of individual resources that form a historic district.

Coping – A cap or covering at the top edge of a wall, either flat or sloping, to shed water.

Corbel – A slightly projecting architectural element, usually in masonry, cantilevered from upper exterior walls; usually topped by a cornice or coping.

Cornice – The upper projecting section or molding along the top of a building or wall.

Cupola – A small structure projecting above a roof that provides ventilation or is used as a lookout.

Demolition – The intentional destruction of all or part of a building or structure; in restoration or renovation projects, may include removal of structural elements, partitions, mechanical equipment, and electrical wiring and fixtures (see Chapter 9 for more detail).

Dormer – A small window with its own roof, that projects from a sloping roof.

Eaves – The edge of a roof that projects over an outside wall.

English Bond – Brickwork in which every horizontal row consists of alternating header and stretcher bricks.

Façade – The face of a building; the elevation of a building that faces the viewer.

Facadism – The practice of preserving a structure's façade, or face, while constructing a new building behind it. It is a method that compromises between complete building renovation and restoration.

Fantlight – A window in the arched opening over an entry door.

Fascia – A flat, wide, horizontal band on a wall surface, especially the bands of an architrave. A projecting brick course in an exterior wall anywhere below the top story.

Fenestration – The arrangement of windows on a building façade.

Flemish Bond – Brickwork in which every horizontal row consists of alternating header and stretcher bricks.

Gable – Triangular wall segments at the end of a double pitch or gable roof.

Gambrel Roof – A ridged roof with two slopes on each side; the lower roof having the steeper pitch.

German Siding – An exterior wall cladding of wooden boards that are tongued and grooved (or rabbeted and overlapped) so the lower edge of each board interlocks with a groove in the board below it. The face of the board is molded with a curve along the upper edge. Also called drop siding or novelty siding.

Gingerbread – A pierced wooden curvilinear ornament, executed with a jigsaw or scroll saw and located under the eaves of the roof.

Half-timber – External wall design of timber frames with brick or plaster in the spaces between.

Header – In masonry a stone, brick or tile presenting its end in the front surface.

Herringbone – Masonry or tile work in which the units are laid slant, reversing the angle in alternate rows to form a zigzag effect.

Hipped Roof – A roof with slopes on all four sides.

Kickplate – A metal or brass plate applied to the bottom rail of a door for protection.

Landmark – A single-property historic district that, once created is subject to the same design reviews as it would be if it were located in a historic district.

Light – A pane of glass, a window, or a glazed component of a window.

Lintel – A horizontal structural member similar to a beam over an opening which carries the weight of the wall above it.

Mansard Roof – A roof having a double slope on all four sides; the lower slope having a steeper pitch.

Mass – The overall three dimensional shape of a building; height depth and width.

Mullion – A vertical member separating (and often supporting) windows, doors, or panels in a series.

Muntin – A secondary framing member to hold panes within a window, window wall, or glazed door. Also called a glazing bar or sash bar.

Ogee – A molding with a double curve in the shape of an elongated S.

Panel – A small plane surface surrounding by moldings or depressed below or raised above the adjacent surface.

Parapet – The part of the wall that projects above the adjacent roof.

Pavilion – A summerhouse or outbuilding not fully enclosed by walls.

Pediment – A wide, low pitched gable surmounting the façade of a building in a classical style; any similar element used over doors and windows.

Pent Roof – A small roof with one major pitch, attached to the wall of a building below the principal roof line or cornice line.

Pier – A square or rectangular masonry or wood post projecting less than a store above the ground that carries the weight of a structure down to the foundation.

Pilaster – A pier or pillar attached to a wall, often with a capital and base.

Portico – A large porch or covered walk with a roof supported by columns or piers.

Preservation – Maintaining a building's current appearance through diligent maintenance and repair.

Rehabilitation – Repairing and altering a structure to make it usable again, preserving distinctive architectural features or style.

Remodeling – Changing a building without regard to its distinctive architectural features or style.

Restoration – Returning a building to its documented past appearance by removing later work and repairing and replacing distinctive features.

Rhythm – A pattern in spacing of buildings or architectural elements (doors, windows, porches, etc.) giving a cadence to the visual aspect of the district.

Ridge – The horizontal line where two roof planes meet. The highest point of a roof.

Sash – A part of a window frame that hold the glazing, especially when movable.

Scale – The apparent size, and mass of a building's façade and form relative to the other buildings in the general area. The physical relationship of elements such as window area to wall area. The shape and size of fenestration forms such as the subdivision of windows into lights, brick, cornices, trim, etc., are important factors in establishing the scale of a façade.

Setback – The required minimum horizontal distance between the building line, as defined herein, and the related front, side, or rear property line.

Shed Roof – A roof with only one sloping plane.

Side Light – A framed area of fixed glass alongside of a door or window opening.

Sill – A horizontal timber at the bottom of a wood frame structure which rests on the foundation. The horizontal bottom member of a window, door, or other frame.

Soffit – The exposed undersurface of an overhead component of a building.

Stovepipe – A metal flue that connects a stove to a chimney or the exterior.

Street Wall – The line formed by the facades of buildings at a common height and setback from a street.

Stretcher – In masonry, a brick, stone, or tile that is set with the long horizontal edge facing out.

Surround – An encircling border or decorative frame.

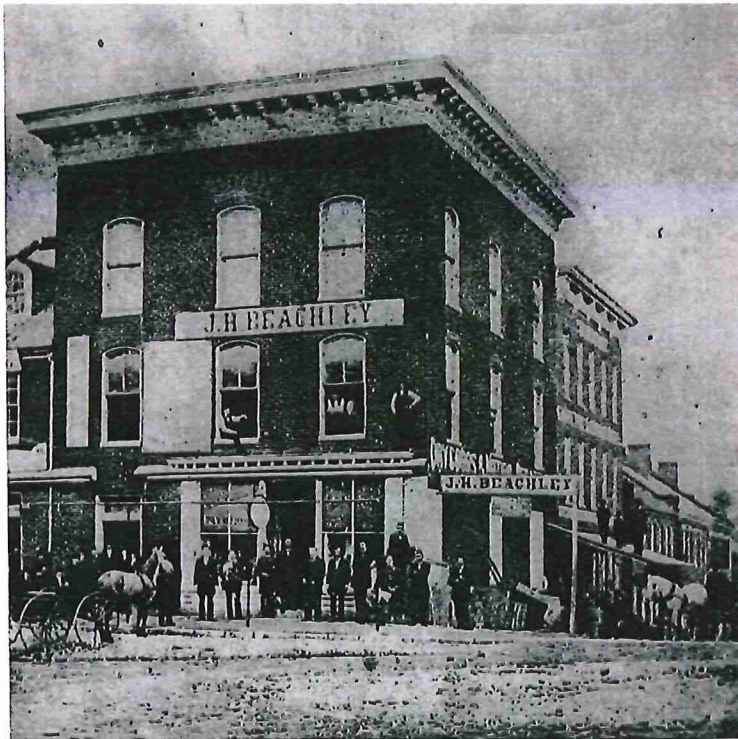
Texture – The visual pattern on a façade created by building materials and details.

Transom – A window immediately above a door, usually hinged or sashed.

Turret – A small, projecting tower at the corner of a building, or above the roof a larger tower; types include pepper box turret; roof shapes include rotunda, dome, broach and spired.

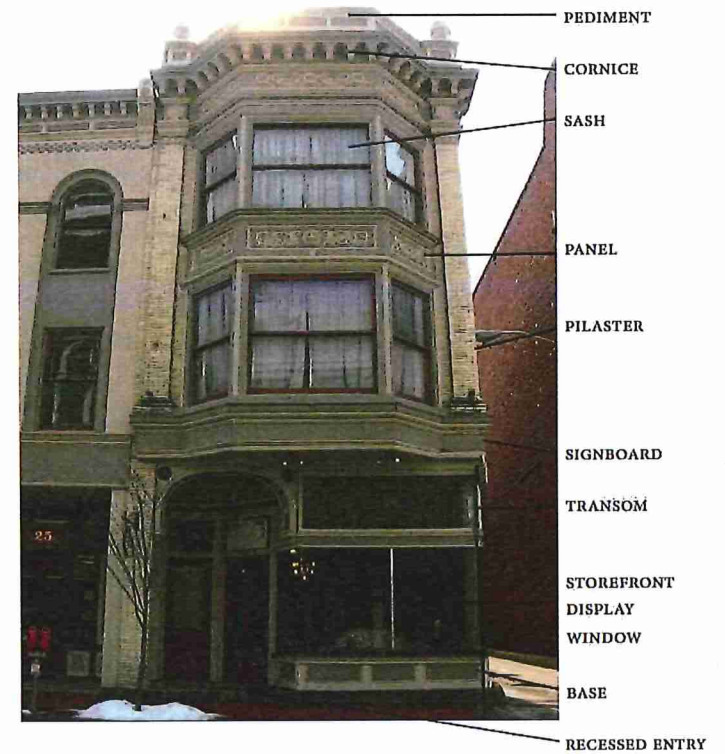
Veranda – A covered porch or balcony extending along the outside of a building, planned for natural ventilation, shading and summer leisure.

Vernacular – Build according to traditional designs and methods of a region, usually without the direct involvement of an architect.



The Beachley Building on the east side of Public Square, circa 1880. The building was destroyed by fire and reconstructed. The building to the right stands today. (Washington County Historical Society Photo)

Appendix B: Façade Terms



Appendix C: Affected Addresses

Downtown Historic District

The following addresses are located within the Downtown Historic District and should adhere to these guidelines:

Street	Block #	Addresses
North Potomac Street	0 100	All All
North Prospect Street	0	Even Only
South Potomac Street	0 100	All All
Summit Avenue	0	All
East Washington Street	0	1-20
West Washington Street	0 100	All All (except 163)
East Antietam Street	0	1-24
West Antietam Street	0 100	All 100-140 even
East Baltimore Street	0	10 and 12
Church Street	0	Odd Only
East Avenue	0	15 and 17
East Franklin Street	0	1-21
West Franklin Street	0 100	All 100-109 ½
Jonathan Street	0 100	All Even Only

Oak Hill Historic District

The following addresses are located within the Oak Hill Residential Historic District and should adhere to these guidelines:

Street	Block #	Addresses
Forest Drive	800 900	Even: All Odd: 815-829 All
Hamilton Boulevard	700 800 900 1000 1100	785-799 All All All 1100-1103
West Hillcrest Road	0	25 and 50
Oak Hill Avenue	700 800 900 1000	720-722 All All All
Park Lane	100 400	All 400
Potomac Avenue	800 900	810-834 All
The Terrace	800 900 1000	All All 1000-1042

South Prospect Street Historic District

The following addresses are located within the South Prospect Residential Historic District and should adhere to these guidelines:

Street	Block #	Addresses
South Prospect Street	0	30-43
	100	All
	200	All
South Walnut Street	100	Even Only
	200	Even Only
West Washington Street	100	163



Stereo view photograph of South Prospect Street, looking north from the Dry Bridge, circa 1885. The Hagerstown Women's Club can be seen to the left. Hagerstown Presbyterian Church, constructed about 10 years earlier, is on the right. The house in the background was later removed when an alley was widened to create North Prospect Street. (Public Domain Photo)

Potomac-Broadway Historic District

The following addresses are located within the South Prospect Street Residential Historic District and should adhere to these guidelines:

Street	Block #	Addresses
Broadway	0	All
	100	All
Charles Street	0	29
North Locust Street	400	All
	500	501
Maple Avenue	0	5
East North Avenue	0	All
	100	All
Oak Hill Avenue	600	All
	700	703-717
Potomac Avenue	600	Odd Only
	700	715-717
North Potomac Street	200	All
	300	All
	400	400-481



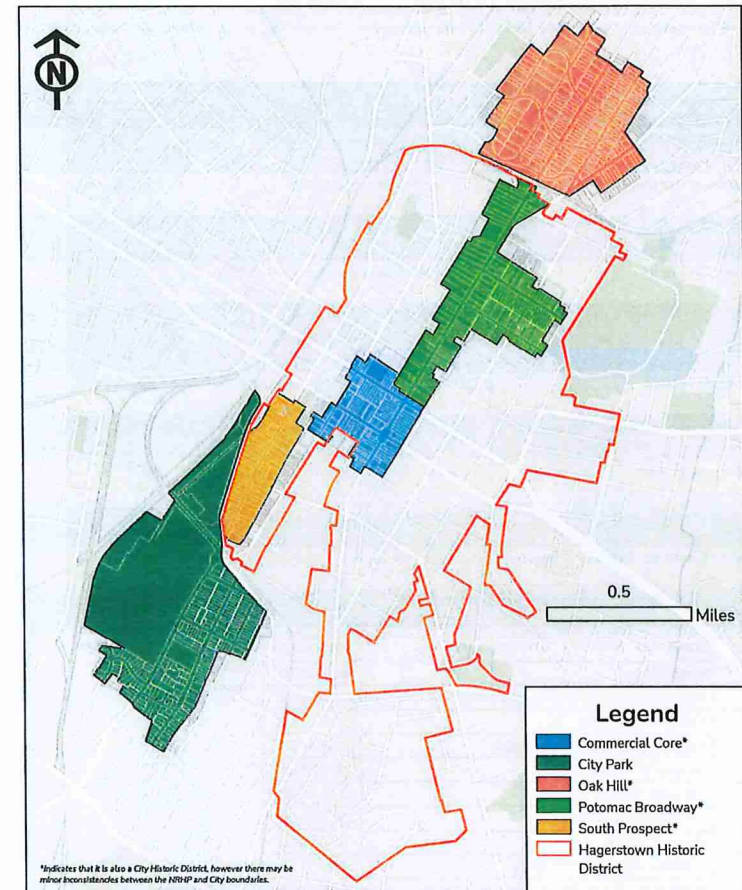
Bloom Park, the Spanish-American War Veterans Memorial and Mayor Bloom's home (right) are now located in the Potomac-Broadway Historic District (Public Domain Postcard Photo)

National Register of Historic Places Properties

The National Register of Historic Places is the official list designated by the National Park Service of historic places worthy of preservation. This differs from the Local Historic Districts, designated by the City of Hagerstown, where the Historic District Commission has the jurisdiction to uphold the historic nature.

Name	Address	Listed Date
Hagerstown Charity School	102 East Washington Street	12/16/1982
Hagerstown Armory	328 North Potomac Street	9/25/1985
Colonial Theatre	12-14 South Potomac Street	8/2/1978
Maryland Theatre	21-23 South Potomac Street	11/13/1976
Washington County Court House	West Washington Street and Summit Avenue	12/24/1974
Price-Miller House	131-135 West Washington Street	5/24/1976
Old Washington County Library	21 Summit Avenue	10/2/1978
Elliot-Bester House	205-207 South Potomac Street	5/2/1975
Houses at 16-22 East Lee Street	16-22 East Lee Street	11/25/1977
Western Maryland Railway Station	Burhans Boulevard	4/22/1976
Hager House	19 Key Street	11/5/1974
Western Maryland Railway Steam Locomotive No. 202	City Park	6/7/1984

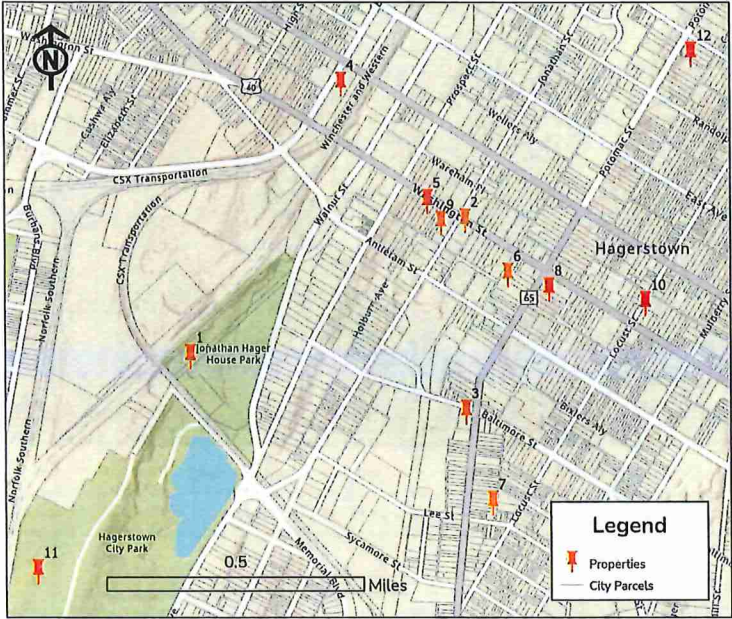
National Register of Historic Places Districts in Hagerstown, Maryland



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Prepared By: Joanna Wu, Planner, 3/9/2023



National Register of Historic Places Properties in
Hagerstown, Maryland



	NAME	LISTED DATE
1	Hager House	1974-11-05
2	Washington County Courthouse	1974-12-24
3	Elliott-Bester House	1975-05-02
4	Western Maryland Railway Station	1976-04-22
5	Price-Miller House	1976-05-24
6	Maryland Theatre	1976-11-07
7	16-22 East Lee Street	1977-11-25
8	Colonial Theatre	1978-08-02
9	Old Washington County Library	1978-10-02
10	Hagerstown Charity School	1982-12-16
11	Western Maryland Railway Steam Locomotive #202	1984-06-07
12	Hagerstown Armory	1985-09-25

Note: There are no National Landmarks in the City of Hagerstown.



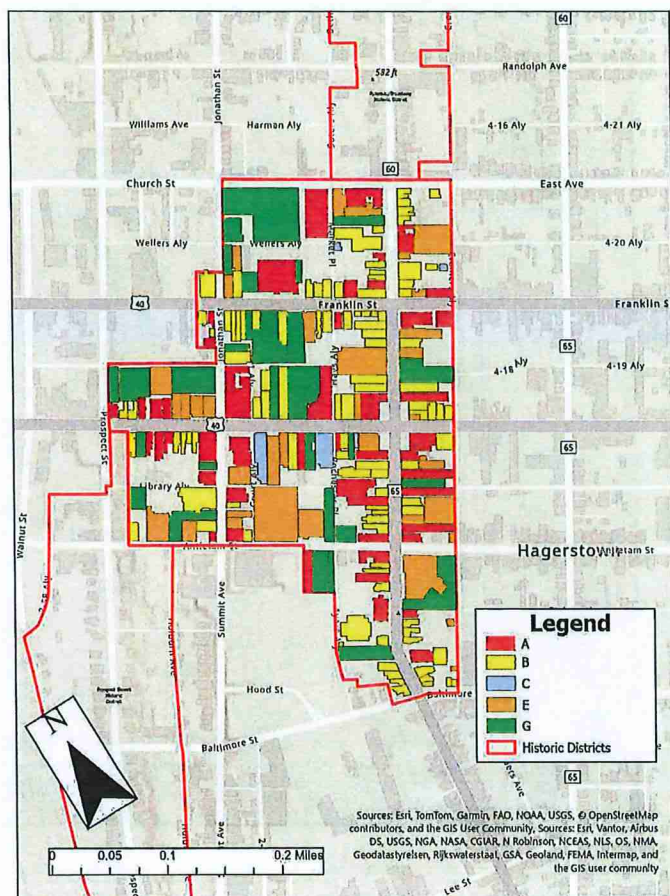
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Prepared By: Joanna Wu, Planner, 3/8/2023



Many interesting and important buildings have been gone from our streetscapes for generations. The Antietam House Hotel was one of the primary rest stops for travelers along the National Road in the era before rail travel became commonplace. The Antietam House was demolished in the 1880s to make way for the Hamilton Hotel, which stands to this day on the northeast corner of West Washington Street and Jonathan Street. (Public Domain Photo)

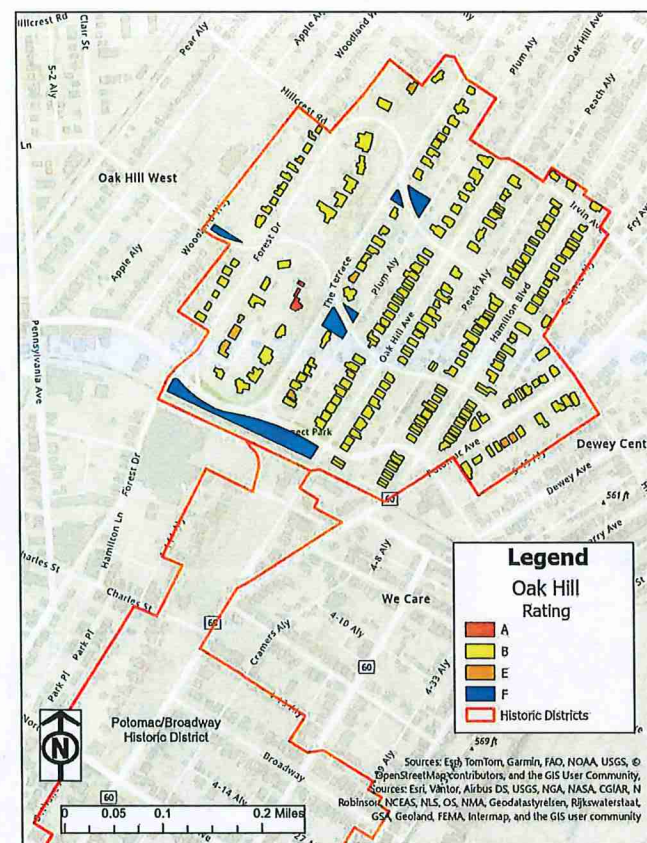
Appendix D: Historic District Resource Rating Maps

Downtown Resource Classification



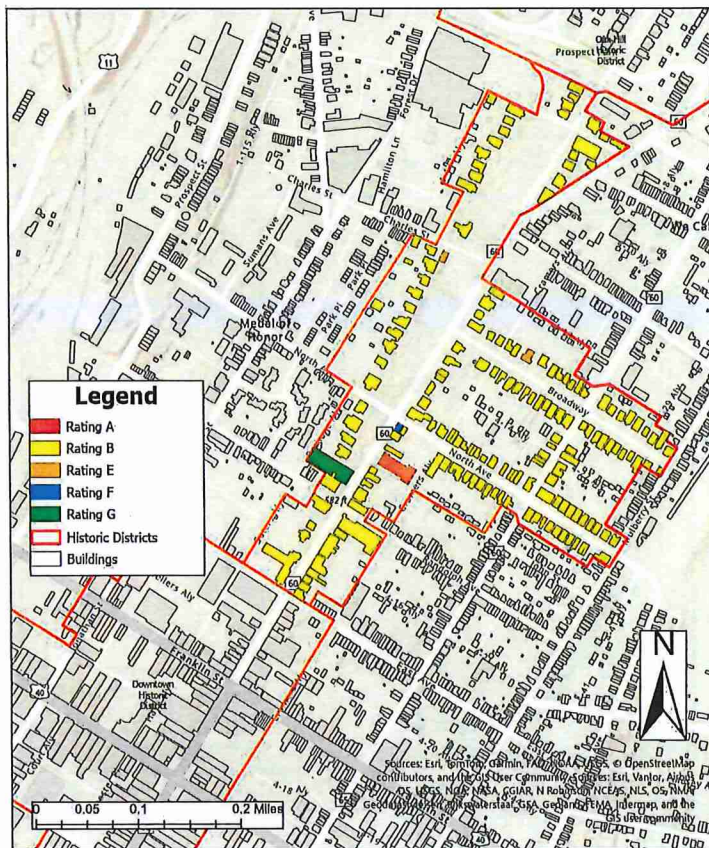
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Oak Hill Resource Classification

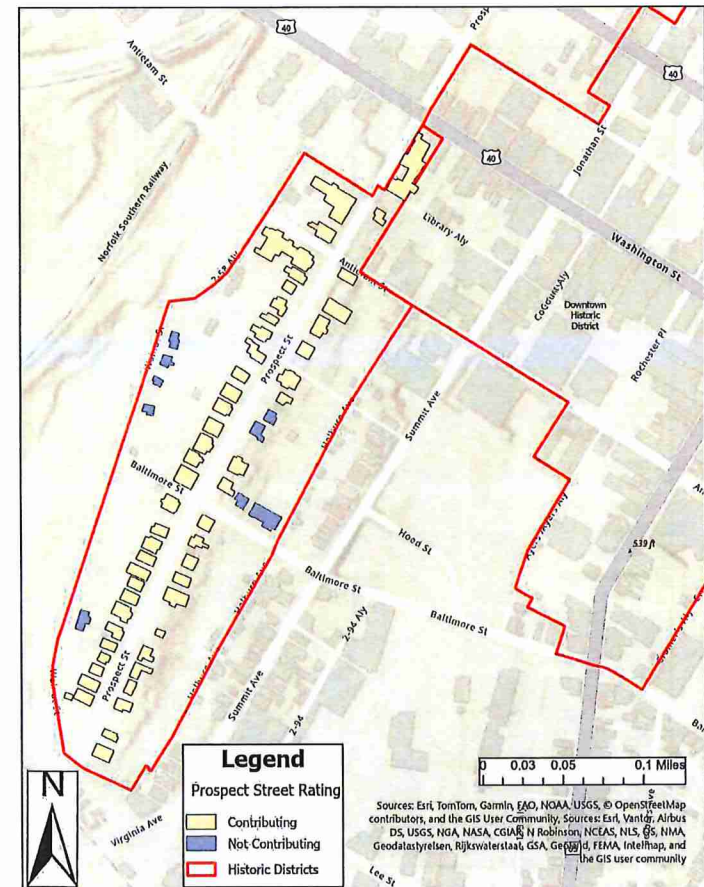


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Potomac Broadway Resource Classification



Prospect Street Resource Classification



Appendix E: Major Economic Development Opportunity Submittal Requirements

HAGERSTOWN HISTORIC DISTRICT COMMISSION Certificate of Hardship

Major Economic Development Opportunity Submittal Requirements

Any individual seeking a Certificate of Hardship from the Hagerstown Historic District Commission must follow the procedures outlined in Article 4 (Zoning) Section T.4 of the Land Management Code. A Certificate of Hardship application which is based on a claim that retention of an historic resource will not be in the best interest of a majority of persons in that community due to its obstruction or serious complication of a bona fide “**Major Economic Development Opportunity**” for the city, as defined in the Land Management Code, must complete the following procedures and include the following supporting documentation or the application will not be considered complete and ready for review by the Historic District Commission.

I. Preliminaries

This provision shall not be used until and unless the City of Hagerstown adopts objective standards for the consideration of a request made of the City Administrator for an endorsement as a “Major Economic Development Opportunity.” The purpose of creating such standards is to:

- A. Ensure that this provision is used judiciously, and
- B. The City Administrator has pre-determined parameters within which he or she will consider such a request before forwarding an endorsement of the use of this provision to the HDC, and
- C. The proposal or opportunity is real and not speculative and
- D. Will not result in its widespread use as a means to circumvent the Commission’s traditional and appropriate role to promote the preservation of historic resources in the Downtown Historic District and prevent the unnecessary loss of those resources.

This process was created for limited use in extraordinary circumstances where a proposed development, business or institutional proposal may be of vital importance to the revitalization of the economy of the City Center area and the City Administrator determines that the importance of such proposal outweighs and must supersede the normal preservation goals and mission of the Commission as it may relate to a resource that is rated “B” or “C” in the District. It will not be used on “A” Resources.

II. Alternate Means of Obtaining Objective

If a building is in a state of deterioration or so architecturally compromised that the Historic District Commission may legitimately approve its demolition through the Certificate of Appropriateness process or the “Financial Hardship” provision (Article 4, Section T.4.C(1)), or if the project

qualifies for the “Major Improvement Project provision (Article 4, Section T.4.c(2)(a)) due to it being a public (government) project, it is preferred such processes be used to obtain the Commission’s approval of the demolition rather than resorting to the Major Economic Development Opportunity standard for consideration. This is intended to be a “process of last resort.”

III. Procedure

This procedure is a two-step process.

A. Presentation of Credentials and Workshop

1. *Certification.* In the first meeting the applicant has with the Commission, the certification of the project as a “Major Economic Development Opportunity” from the City Administrator will be provided by the applicant to the Commission. The City Administrator’s statement will provide information, study or other data explaining the real impact of the planned project on the economic revitalization of the city center area, and cite how this proposal meets the definition of a “Major Economic Development Opportunity” in the Land Management Code and the pre-established uniform guidelines for this certification to be presented. If these factors are included in the City Administrator’s certification, the Commission will proceed from this point that it will approve the demolition as a ministerial act later in the process once outstanding procedural requirements are met.
2. *Workshop.* Regardless of this certification, the Commission’s role and authority of the treatment of the property after the demolition remains in full force and effect. The applicant will provide schematic drawings and preliminary architectural information and details on the replacement project for the Commission to consider and provide guidance to the applicant before they move forward to structural and site engineering design of the project.

B. Additional Workshops

The applicant may request additional workshop meetings with the Commission as it develops the final engineering and design of the project and site for guidance through its design process.

C. Final Approval

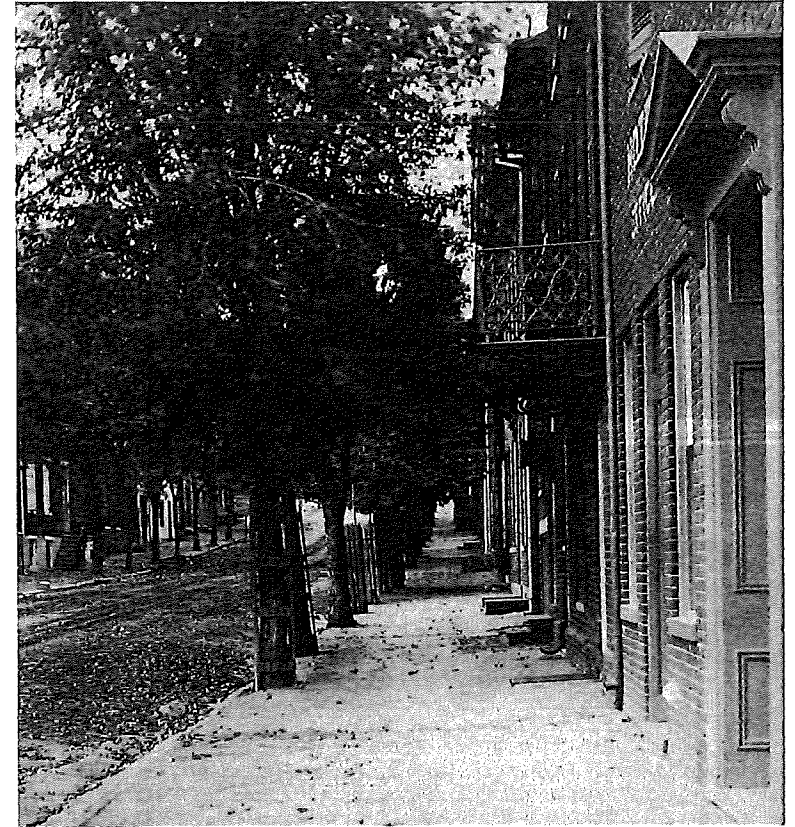
1. *Review and Approval of New Development.* This process is constructed to permit the loss of a Contributing Resource in consideration for a bona-fide and concrete development deemed by the City to be a “Major Economic Development Opportunity” and known use. It is not to be used for speculative proposals. The applicant will submit all of the required building plans, architectural samples, product literature, etc. for the replacement development as if the existing building does not exist and the Commission will review that proposal for compliance with

the duly adopted Historic District Design Guidelines regarding new construction.

2. *Approval of the Demolition.* The Commission, once satisfied that the new development can be issued a Certificate of Appropriateness, will move and adopt such a certificate. Subsequently, a second motion to approve the demolition will be approved and will include the following conditions:
 - a. The Zoning Administrator shall not approve a building permit for the demolition until such time as all appropriate grading and building permits have been issued to the applicant for the replacement development.
 - b. The Zoning Administrator shall not approve a building permit for demolition until such time as sufficient sureties or guarantees are in place to ensure the replacement development and the end user are irrevocably committed to building the development and occupying the development for the use that justified utilization of this provision.

D. Prohibitions

1. This procedure shall not be used for the purpose of demolishing a building identified as an "A" Resource in the Downtown Historic District.
2. This procedure is only to be used to accommodate an intended use of property that is proposed for the Downtown Historic District. It is not to be used for the purpose of demolishing a contributing resource for the purpose of speculative construction of a new building without a known end-user that will occupy the project upon completion and result in the major economic revitalization activity that was cited to obtain this approval.



West Washington Street, facing west from Jonathan Street, circa 1900. The future home of the Washington County Historical Society can be seen on the left. (Washington County Historical Society)

Appendix F: Design Review Process

The Commission – The Commission consists of seven voting members, 5 of which must be City residents. Owning property in or living in a historic district is not required. The members are qualified by special interest or training in such fields as history, architecture, preservation, engineering and other disciplines. The Commission also has three non-voting ex officio members; a structural engineer, a sign and advertising specialist and an architectural historian. The purpose of the Historic District Commission is to be a Commission that is an informational and educational tool.

Authority – The Hagerstown Zoning Ordinance authorizes the creation and function of the Historic District Commission and the designation of historic districts and landmarks throughout Hagerstown. The Historic Districts subject to the review authority of the Commission are delineated on the Hagerstown Zoning Map. This map divides the City into zoning districts. Historic districts are "overlay" zoning districts, which mean they are in addition to the base zoning applicable to an area, which governs land use, building locations, etc. For example, a property could be located in the RMOD Residential Zoning District and the Oak Hill Historic District.

Meetings – The Historic District Commission (HDC) meets twice per month. At the time of the publication of these guidelines, the Commission's meetings occur at 4:30 p.m. on the second and fourth Thursdays of each month. This schedule may be altered in order not to conflict with holidays. A schedule for the entire year is published by the Planning Staff in December of the preceding year. The meetings are typically held in the Hub City Boardroom on the first floor of City Hall and an agenda is posted on the City's website a few days prior. On the day of the meeting, the agenda and meeting location will be posted on the front door of City Hall.

Deadline for Submission – In order to have time to compile an agenda and prepare a staff report in each case and mail meeting packages to the Commission members and applicants, applications shall be submitted by close of business on the Wednesday eight days prior to the meeting. In cases where the regular schedule is deviated from in order to avoid a holiday, please consult the annual schedule published by the Planning Staff.

Application – Applications are available through the Department of Planning and Economic Development and on the City's website. In order for an application to be considered by the Commission, an application needs to be completed and submitted to the Planning Staff, including a detailed description of the proposed work, and any necessary supporting documentation, such as architect's drawings, photographs and/or manufacturer's literature for materials proposed for use, etc. If the staff determines that the application does not have sufficient detail or documents to prepare a staff report and recommendation, the application may be delayed to the next available meeting, and the Planning Staff will contact the applicant and provide what additional necessary materials are needed for the application to be officially accepted for processing.

At the Meeting – The applicant or their representative shall attend the meeting. Failure to appear or send a representative will result in the case being postponed to the next meeting or possibly dismissed. The Commission handles cases in two ways:

1. **Consent Agenda** – In cases where the application is 1) very routine, 2) clearly consistent with the Guidelines and 3) staff recommends approval without further comment, the Planning Staff will place these applications on the "consent agenda." All consent agenda items will be handled in a single motion by the Commission at the beginning of the meeting, and a presentation by the applicant will not be necessary. Any Commission member may request cases be removed from the consent agenda and handled as a standard review if they feel it is necessary for an application to be given appropriate consideration. Therefore, it is important that applicants attend the meeting, even when their application is on the consent agenda. This "consent agenda" process was adopted in order to simplify and shorten the meeting for applicants with routine requests. Applicants with cases on the consent agenda may receive their approval quickly at the beginning of the meeting.
2. **Standard Review** – When the case comes up, staff will present an analysis of the request and a recommendation on how the Commission should decide the case. The applicant will be invited to the table to discuss the application with the Commission. The Commission can act only on what has been submitted in the request. If it is apparent that the Commission has concerns about elements of the application, it is perfectly acceptable to discuss the concerns, and if necessary, amend the request at the meeting to address their concerns. The Commission cannot amend the application; it can only rule on the application as presented (including amendments made by the applicant). The Commission will 1) approve the application as submitted or as amended to address concerns raised, 2) deny the application, or 3) dismiss the application (usually due to insufficient documentation, allowing the applicant to re-file at a later date with better supporting material). The Commission votes at the meeting and the applicant will know the results at that time.

By Code, the Commission has 45 days to act on applications from the date completed applications are received by the Planning Staff. This deadline may be extended at the mutual consent of the Commission and applicant. If the Commission votes to deny an application, City Code requires that the Commission not hear an application for the same work for at least one year after the initial application was denied. This standard does not apply if the applicant makes substantive changes to the proposed work, since it is no longer the same work as was rejected.

Review Standards – Decisions are based on the guidance provided by these Guidelines and "The Secretary of the Interior's Standards for Rehabilitation of Historic Structures."

Workshops – The Commission is happy to discuss proposals informally at their regular meetings when an applicant desires to gauge the Commission's reaction prior to submitting an official application. Requests for a "workshop" shall be received by the same deadline for an official application, as it needs to be included on their meeting agenda. Submitting materials for distribution to Commission members before the meeting is encouraged but not required.

Demolition – Once demolished, a historic resource can never be recovered. Separate and more stringent standards apply when requesting demolition of a building or structure that contributes to the character of

the historic district. For more information on the demolition process, refer to Chapter 9 and 10 or contact Commission's staff in the [Department of Planning and Economic Development](#).

Appeals – Applicants who are unhappy with a decision made by the Commission may appeal that decision to the Circuit Court for Washington County. In an appeal, the Court will review the Commission's actions and determine whether they were defensible within its authority enabled through State Code and as cited in the City's Zoning Ordinance, and the Guidelines that it uses to guide its decisions. Pursuant to Maryland Law, the court will not substitute its personal opinion on whether a change to a property is appropriate and should or should not be permitted. The judge will evaluate the appeal solely on the basis of whether the Commission had the authority to render the opinion, and whether its decision was "fairly debatable" based on the materials presented on the record at the meeting.

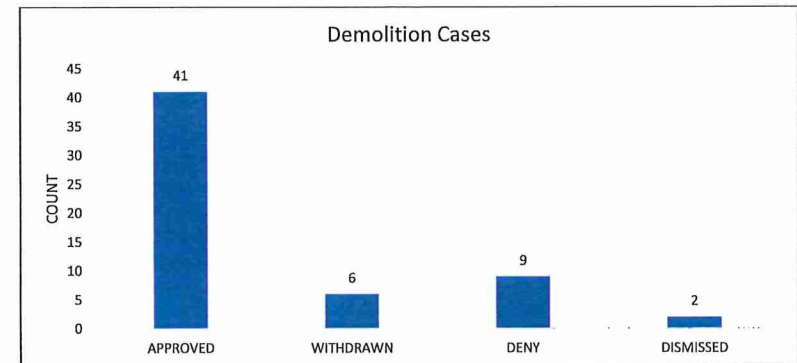
Approval Rate – Most cases are approved by the Commission without amendment. The vast majority are approved either as submitted or with amendments made by the applicant to address concerns raised by the **Staff** or Commission. Very few applications are rejected by the Commission.

Enforcement – Violations of the historic preservation elements of the Zoning Ordinance are enforced as a zoning violation by the Planning **Staff**. Typical violations of the Ordinance include performing work subject to HDC review without first obtaining approval and performing work that is different than that approved by the Commission.

The Planning **Staff** first contacts the owner or occupant to notify them of the violation in the hopes of resolving the problem without enforcement action. Should the initial contact not resolve the problem, the owner and the occupant (if different than the owner) will be issued a violation notice, officially informing them of the violation, and the need to correct the problem within a prescribed amount of time, or proactive enforcement action will be taken. Such action could include issuing a civil citation for violation of City Ordinances, which carries a fine of up to \$500 per day for each day the violation continues, and may include the City seeking an injunction in the courts to compel compliance. It is the Planning **Staff's** desire, however, to achieve compliance with the least amount of enforcement action possible. Once demolished, a resource can never be restored. Therefore, intentional demolition of a structure subject to HDC review without the requisite approvals is a misdemeanor offense as stated in Article II of the City Code.

Please note that the Commission is charged with review proposals based on compliance with applicable design and preservation standards. The Commission does not take into account the existing nature of improvements when applicants seek retro-active approvals for work they completed without HDC approval. Therefore, if the applicant fails to obtain HDC approval of the work, they may be required to remove or alter those improvements in order to comply with the Ordinance. Therefore, it is very important for all owners to secure the required reviews and approvals before beginning work.

Appendix G: Demolition Cases Data



NOTE: This case study, performed in 2023, depicts the number of applications that were approved, withdrawn, denied, or dismissed since the formation of this Commission. Cases considered were major demolitions, which does not include demolition of minor structures, such as walls, garages, rear additions, etc.

In the history of the PDDC and HDC, there have been instances where demolition cases were reviewed multiple times and granted approval after more than one submission. All three of these cases were withdrawn, dismissed, or denied and then approved at a later date after working with staff and the HDC. Although the Commission's purpose is to restore and maintain these buildings, it is understood that not all resources can be protected.

Some examples include the following:

- 51 W Washington St (1997)
- 46-48 S Potomac St (2000-2002)
- 14-16 E Antietam St (2020-2022)

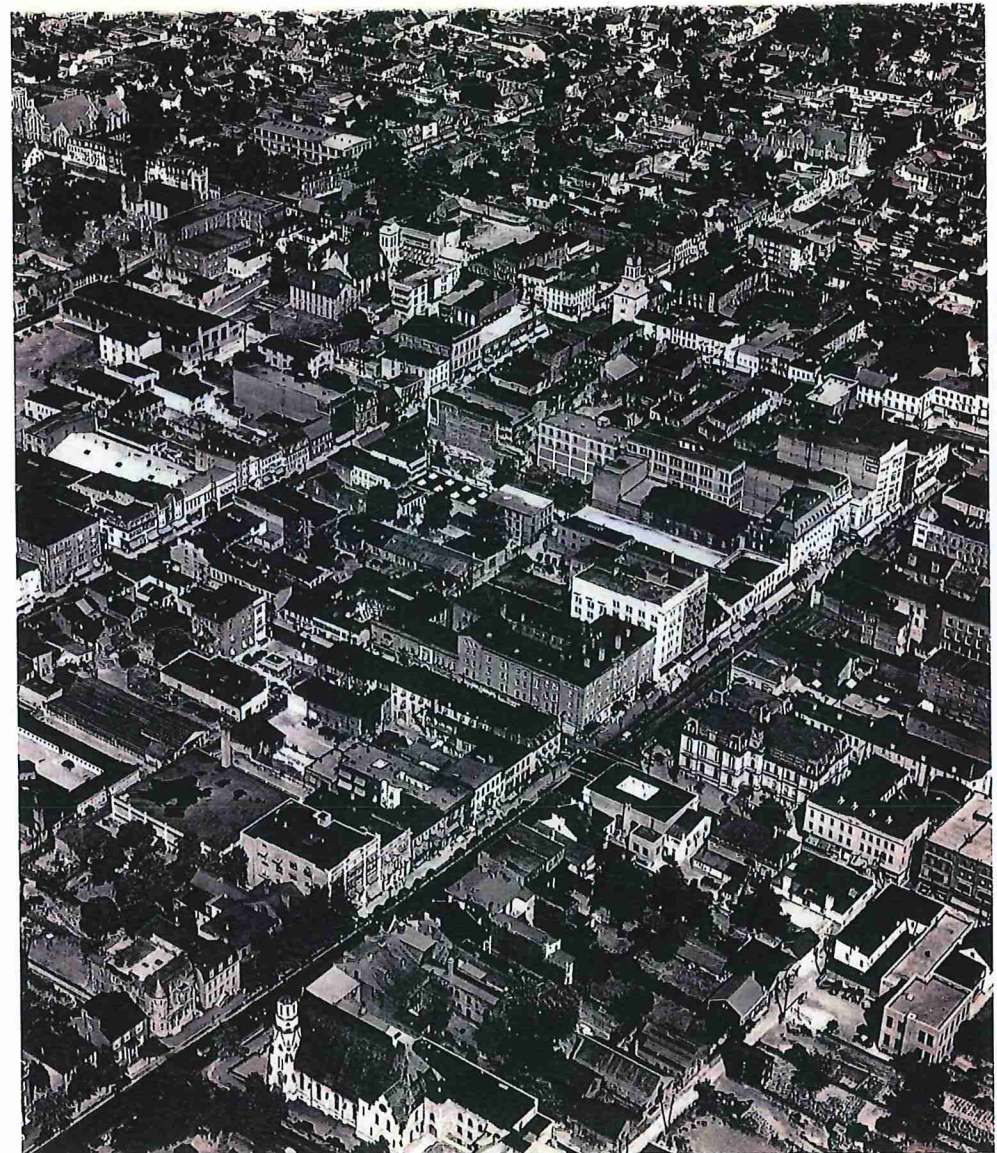
**Years in the parentheses indicate duration of first application submission to demolition approval.*

Historic Preservation Success Story

In 2008, the HDC received an application for demolition. This property was located at 140 South Potomac Street and is a contributing resource, with a "B" rating. The HDC granted a Certificate of Appropriateness for demolition based on the findings that the property was inhabitable and structurally unsound. There was extensive water, structural, and mold damage, as well as a collapsing roof. However, in 2009, the City of Hagerstown bought the building to restore and renovate it. The property underwent restoration and in 2013, the property was sold and used for commercial office space.



In the late 1800s and early 1900s, traveling circuses and wild west shows traveled the country, mostly following rail lines that transported their animals and voluminous equipment. As the "Hub City," where several rail lines crossed, Hagerstown regularly hosted such shows. This photograph from a collection in the possession of the Western Maryland Room, Washington County Free Library, shows a parade organized to promote a traveling circus working its way north through Public Square, around 1900. Several photographs were taken in Public Square of this procession, which showed a train of wagons with exotic animals traveling north and the square packed with local residents taking in the spectacle. The future site of the Alexander House is to the left. Note the balcony that used to be located over the front entrance to Cannon Coffee and the many people standing on it. (Western Maryland Room, Washington County Free Library Photo)



Downtown Hagerstown, 1931. (Hagley Museum Collection)

