

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

April 25, 2023

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

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

Consent Items

#1 - Regular Session Minutes, April 18, 2023

#2 - Liquor Minutes, April 18, 2023

#3 - Chestertown Tea Party Festival, Inc., Raffle Only, May 28, 2023

Proclamation

Jonathan Qvarnstrom, Outreach and Marketing Associate, For All Seasons, Inc

Sexual Assault Awareness Month

Jamie Williams, Director, Shalyn Boulden, Tourism Manager, Economic and Tourism Development

National Travel and Tourism Week May 7 - May 13, 2023, 40th Anniversary
Proclamation

County Attorney

Thomas N. Yeager, County Attorney

Alcoholic Beverage Public Hearing Protocol

Thomas N. Yeager, County Attorney

Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

Christopher J. Golder, Member

William T. Irvin, Member

Waterman's Hospitality, LLC trading as Waterman's Crab House

Class B, Beer, Wine, and Liquor License with Extended Privilege (EXPR)

Wayne Darrell, Director, Emergency Services

Consideration of County 911 Fees

Action Items

Resolution 2023-06 - Increase 9-1-1 Fee

Appointments

Elizabeth Hill, 4-H Educator and Principal Agent Associate, University of Maryland
Extension

Kent County 4-H Program Annual Report

Erika Hercher, Acting Director, Environmental Health, Kent County Health Department; Jillyn Coleman, Director, Parks & Recreation and Daniel Mattson, Deputy Director, Department of Public Works;

Request to Install Monitoring Wells at County Parks

Dennis Hickman, Sheriff, Kent County Sheriff's Office

Byrne Justice Assistance Grant Request

Departmental Appointments

Wayne Darrell, Director, Emergency Services

Emergency Medical Services Upgrade

Jill Coleman, Director, Parks and Recreation and Penny Young-Carrasquillo, Grants Manager

Maryland Department of Transportation Recreational Trails Program Grant

Human Resources Director

Jim Miller, Director, Human Resource Department

Renovation of Human Resources Office Suite

Public Works - Water and Wastewater Division

Utility Technician Vacancy

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

2023 Alcoholic Beverage License Renewal Applications

License Updates

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

Betterton Volunteer Fire Company, Special Class C "Multiple Event" License

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

Compliance Check Results, 21 or None Tobacco Campaign

County Administrator

Police Accountability Board

Consultant Contract, Second Amendment

Regional Detention Center Steering Committee

Discussion and Selection of Commissioner Appointment

American Rescue Plan Act Funds

Mike Moulds, Director, Public Works

Tolchester Wastewater Treatment Plant Influent Screen Contract Award

American Rescue Plan Act (ARPA) Funds Spend Plan

Public Works Director

Worton Park Playground Equipment Purchase

Contract Award

Engineering

Public Safety Facility Project

Engineering

Public Safety Facility Project

Water and Wastewater Division

Redevelopment of Fairlee Well #2

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Robert "Andy" Glenn, President, Rock Hall Volunteer Fire Company

Request for Vehicle Surplus

Contingency Fund

Contingency and Use of Fund Balance Report

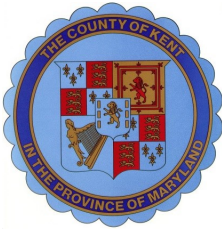
Closed Session

Shelley Heller, County Administrator

Personnel, Boards and Committees

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

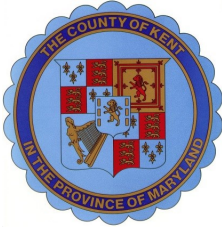
(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



**#1 - Regular Session Minutes, April 18, 2023
4/25/2023
County Commissioners Meeting**

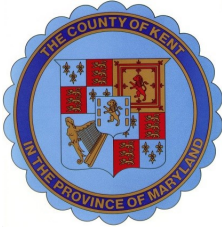
ATTACHMENTS:

Description



**#2 - Liquor Minutes, April 18, 2023
4/25/2023
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Chestertown Tea Party Festival, Inc., Raffle Only, May 28, 2023
4/25/2023
County Commissioners Meeting**

Item Summary:

ATTACHMENTS:

Description

7-2023 Chestertown Tea Party Festival, Inc., Raffle Only, Application

Permit# 2023-7

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Chestertown Tea Party Festival, Inc.

Address of Organization: P.O.B. 526, Chestertown, MD 21620

Telephone: () _____

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

Does the organization serve the residents of Kent County? Yes xx No

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

Tax Exempt Number: _____

Person responsible for complying with permit regulations and requirements:

Name: Thomas Hayman, President

Address: P.O.B. 526, Chestertown, MD 216210

E-Mail: hayman83@yahoo.com

Telephone: (410) 708-3228

Type of permit sought: (x) Raffle Only () Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Raffle ticket sales by CTPF volunteers in the community and Chestertown Farmers Market.

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

Date(s) of fund-raising: 4-3-2023 through 5-28-2023

Date and Time of Drawing: 5/28/23 Begin at: 2:00 pm End at: 2:00 pm

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

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

Signature of person completing this application: [Signature]

Please Select One:

☒ Pick Up

() Mail Permit (will be mailed to person responsible)



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

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

☒ Raffles	☐ Chance books	☐ Paddle Wheels
☐ Wheels of fortune	☐ Card games	☐ Lotteries

☐ Other _____

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? ☒ Yes ☐ No
If no, please explain circumstances:

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

Is the organization a religious organization? Yes ☒ No

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

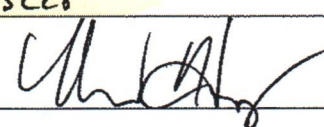
Where are services conducted and how often? _____

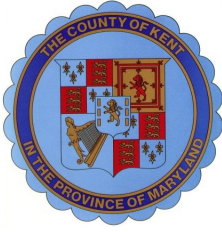
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

100 % Civic _____ % Charitable _____ % Educational

Name, address and telephone of person completing application:

Thomas HAYMAN
216 Hilltop Ln
CHESTERTOWN, MD 21620
(410) 708-3228

Signature of person completing application: 



**Jonathan Qvarnstrom, Outreach and Marketing Associate, For All
Seasons, Inc
4/25/2023
County Commissioners Meeting**

Item Summary:

Sexual Assault Awareness Month

ATTACHMENTS:

Description

04.25.23 Proclamation, Sexual Assault Awareness Month, "Drawing Connections – Prevention Demands Equity"

Kent County, Maryland



Proclamation

SEXUAL ASSAULT AWARENESS MONTH “DRAWING CONNECTIONS: PREVENTION DEMANDS EQUITY”

APRIL 2023

- WHEREAS,** Sexual Assault Awareness Month aims to raise public awareness about sexual violence and help educate the communities about how to prevent it. The 2023 campaign focuses on equity and respect calling on all individuals, communities, organizations, and institutions to change the systems to improve equity and respect within the community and understand disparities; and
- WHEREAS,** Working together to educate, speak out, and prevent sexual assault in our communities is the best thing we can do for survivors and our children, and prevention is possible when everyone gets involved; and
- WHEREAS,** Kent County supports those who work to identify, decrease, and prevent sexual violence and is dedicated to providing services and alternative avenues for survivors to seek proper care and treatment; and
- WHEREAS,** Sexual Assault Awareness Month is an opportunity to stand with survivors, to celebrate progress in combating these crimes, and to commit to reducing sexual violence in Kent County.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim April 2023, as “Sexual Assault Awareness Month” in Kent County, and recognize and acknowledge the importance of bringing awareness to our community.

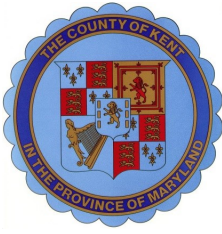
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

April 25, 2023



**Jamie Williams, Director, Shalyn Boulden, Tourism Manager, Economic
and Tourism Development
4/25/2023
County Commissioners Meeting**

Item Summary:

National Travel and Tourism Week May 7 - May 13, 2023, 40th Anniversary Proclamation

ATTACHMENTS:

Description

04.25.23 Proclamation, National Travel and Tourism Week, May 7-13, 2023

2021 Tourism Stats for Kent County

Kent County, Maryland



Proclamation

**National Travel and Tourism Week
May 7-13, 2023**

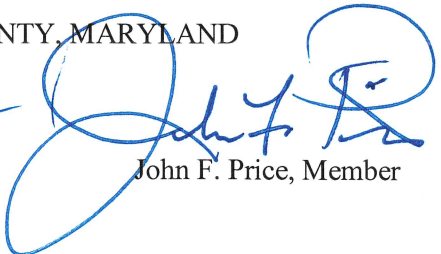
- WHEREAS,** The Kent County Board of County Commissioners recognizes that the travel and tourism industry provide significant economic benefits for Kent County; and
- WHEREAS,** Tourism ranks among one of the largest industries in Kent County and brings outside dollars into our community; and
- WHEREAS,** Visitor spending creates a positive economic impact of more than \$68 million dollars in visitor expenditures per year; and
- WHEREAS,** More than four hundred jobs in Kent County are directly associated with the tourism industry; and
- WHEREAS,** Tourism Week recognizes and celebrates the importance of welcoming visitors to Kent County, which is an area rich in history, culture, arts and entertainment, recreational opportunities, and small-town appeal; and
- WHEREAS,** The economic impact of the tourism industry directly effects the quality of life of Kent County citizens, by contributing to the success of our businesses and local tax offers; and
- WHEREAS,** The 40th Annual National Travel and Tourism Week's theme is "We're Moving Forward".

NOW, THEREFORE, WE, THE BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY, do hereby proclaim the week of May 7-13, 2023, to be "National Travel and Tourism Week in Kent County, Maryland" and call upon the people of Kent County to join their fellow citizens across the United States in recognizing and participating in this important observance.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

April 25, 2023

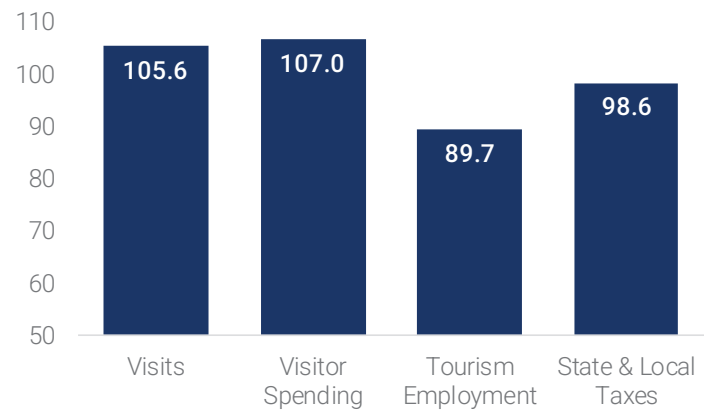


KENT COUNTY HIGHLIGHTS

Several key indicators in Kent County are near or have surpassed pre-pandemic (2019) levels in 2021.

Kent County key indicators

Comparison of 2021 with 2019 data, 2019=100



Sources: D. K. Shifflet, Tourism Economics

VISITOR VOLUME

Visitor volume in 2021 in Kent County has grown to 106% of 2019 levels.

Kent County visitor volume

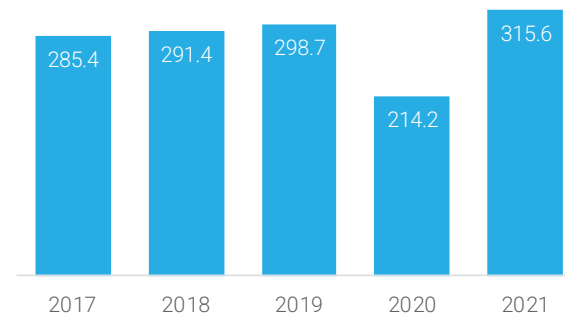
Amounts in thousands of visitors

	2017	2018	2019	2020	2021
Visitors					
Day	189.4	193.5	201.9	136.1	206.4
Overnight	96.0	97.9	96.8	78.1	109.1
Total Visitors	285.4	291.4	298.7	214.2	315.6
Growth rate		2.1%	2.5%	-28.3%	47.4%

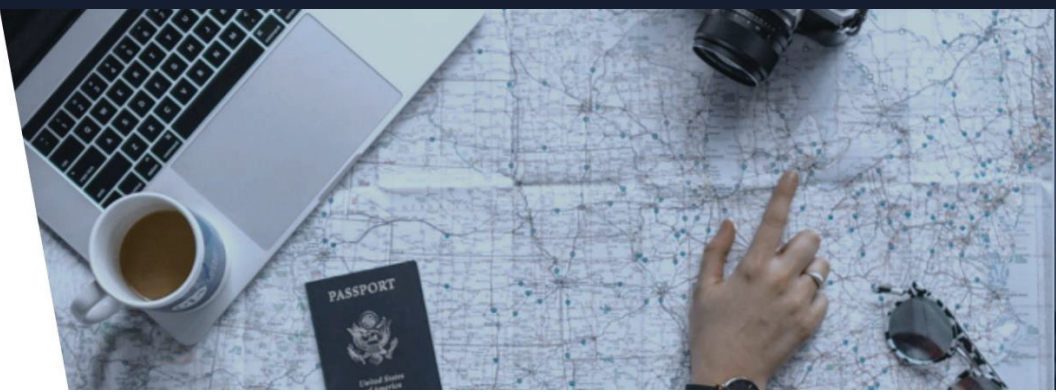
Sources: D. K. Shifflet, Tourism Economics

Kent County visitor volume

Amounts in thousands of visitors



Sources: D. K. Shifflet, Tourism Economics



KENT COUNTY VISITOR SPENDING

Visitor spending grew 46% in Kent County in 2021, growth of over \$21 million.

Kent County visitor spending and annual growth

Amounts in \$millions, 2021 % change, and % recovered relative to 2019

	2017	2018	2019	2020	2021	2021 Growth	% relative to 2019
Total visitor spending	\$61.8	\$63.2	\$63.9	\$46.9	\$68.4	45.8%	107.0%
Lodging*	\$29.9	\$31.1	\$32.4	\$22.8	\$29.5	29.4%	91.2%
Food & beverage	\$10.4	\$10.5	\$10.8	\$8.4	\$13.3	58.5%	123.0%
Retail	\$5.4	\$5.1	\$4.8	\$4.2	\$6.2	49.5%	130.3%
Recreation	\$8.8	\$9.0	\$8.6	\$6.1	\$9.4	53.1%	109.2%
Transportation**	\$7.3	\$7.5	\$7.3	\$5.4	\$10.0	84.3%	135.5%

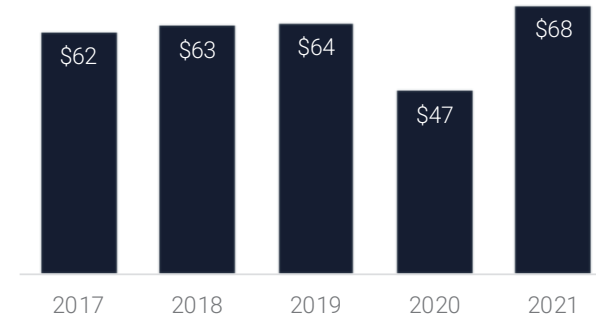
* Lodging includes 2nd home spending

** Transportation includes both ground and air transportation

Sources: D. K. Shifflet, Tourism Economics

Kent County visitor spending

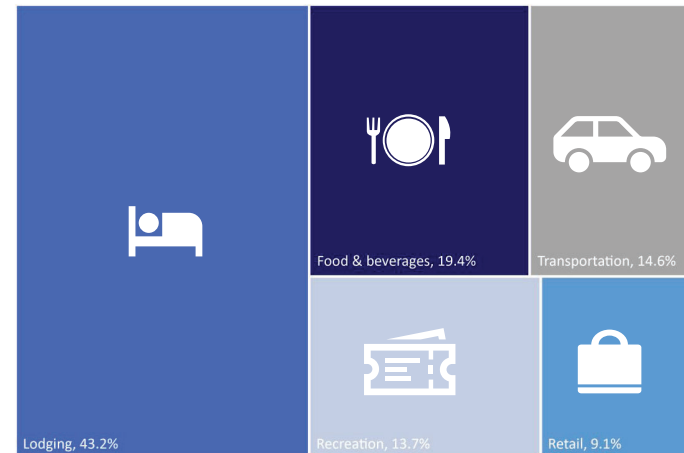
Amounts in \$ millions



Sources: D. K. Shifflet, Tourism Economics

Visitor spending by category

Percent of total



Sources: D. K. Shifflet, Tourism Economics

KENT COUNTY ECONOMIC IMPACTS

Nearly 640 visitor-supported jobs represent 8.7% of all jobs in Kent County.

Visitor impacts in Kent County

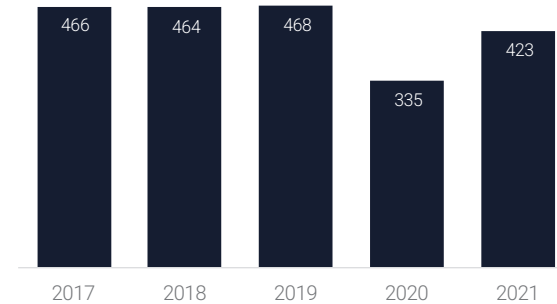
Employment in units, income and taxes in \$millions

	2017	2018	2019	2020	2021	2021 Growth	% relative to 2019
Employment							
Direct	466	464	468	335	423	26.5%	90.5%
Total	709	707	712	534	639	19.6%	89.7%
Share of State	0.32%	0.31%	0.31%	0.32%	0.37%		
Labor Income							
Direct	\$14.3	\$14.4	\$14.6	\$12.3	\$16.4	32.6%	112.2%
Total	\$27.0	\$27.2	\$27.8	\$24.1	\$29.7	23.1%	106.9%
Share of State	0.27%	0.26%	0.26%	0.30%	0.34%		
Tax revenues							
Federal	\$6.0	\$6.1	\$6.2	\$4.8	\$6.1	28.1%	98.9%
State & Local	\$8.5	\$8.7	\$8.8	\$7.0	\$8.7	24.6%	98.6%
Hotel	\$0.3	\$0.3	\$0.3	\$0.2	\$0.4	112.3%	127.9%
Total	\$14.8	\$15.1	\$15.3	\$11.9	\$15.2	27.3%	99.3%

Source: Tourism Economics

Kent County direct employment timeline

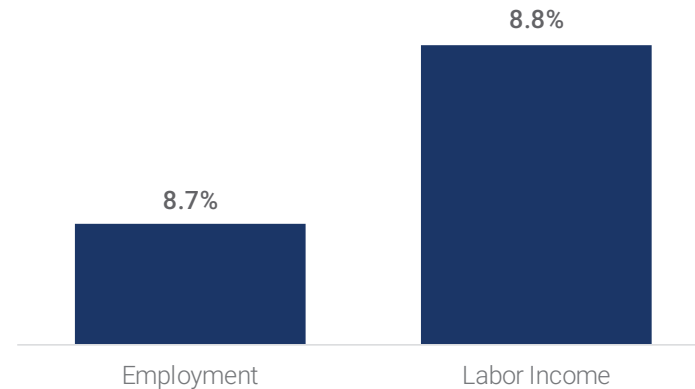
Amounts in jobs



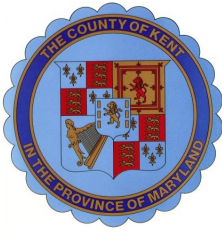
Source: Tourism Economics

Tourism share of county economy

Tourism share of payroll employment and income



Source: BLS, Tourism Economics



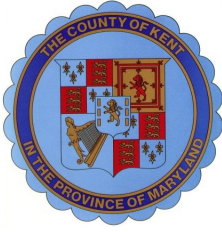
Thomas N. Yeager, County Attorney
4/25/2023
County Commissioners Meeting

Item Summary:

Alcoholic Beverage Public Hearing Protocol

ATTACHMENTS:

Description



Thomas N. Yeager, County Attorney
4/25/2023
County Commissioners Meeting

Item Summary:

Public Hearing Protocol

ATTACHMENTS:

Description

04.04.23 Procedures for Testifying During Public Hearing

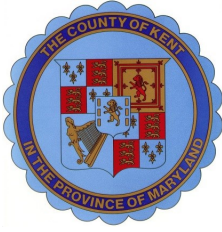
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process is given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

- Rule 1.** Please sign the “testimony log” if you desire to speak during the hearing(s).
- Rule 2.** All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.
- Rule 3.** Each person testifying will have three minutes for his/her remarks.
- Rule 4.** The Chair will maintain order via voice commands.
- Rule 5.** Stick to the issues at hand.



Alcoholic Beverage License Hearing 4/25/2023 County Commissioners Meeting

Item Summary:

Christopher J. Golder, Member

William T. Irvin, Member

Waterman's Hospitality, LLC trading as Waterman's Crab House

Class B, Beer, Wine, and Liquor License with Extended Privilege (EXPR)

ATTACHMENTS:

Description

04.25.23 Waterman's Hospitality, LLC trading as Waterman's Crab House Public Hearing Notice

04.24.23 KATE Recommendation, Waterman's Crab House

04.25.23 Testimony Log, Public Hearing, Waterman's Hospitality, LLC, trading as Waterman's Crab House for a Class B, Beer, Wine, and Liquor License with Extended Privilege (EXPR)



Board of License Commissioners

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

NOTICE

Application has been made by Members: Christopher J. Golder and William T. Irvin, representing Waterman's Hospitality, LLC for a Class B, Beer, Wine, and Liquor License with Extended Privilege (EXPR) on the premises known as:

Waterman's Crab House
21055 West Sharp Street
Rock Hall, MD 21661

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption, or elsewhere. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on April 25, 2023, at 10:00 a.m. at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "Sondra M. Blackiston".

Sondra M. Blackiston, Clerk

PUBLISH KCN 04/06/23, 04/13/23



Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: April 24, 2023
Subject: Waterman's Hospitality LLC Trading as Waterman's Crab House

Memorandum

The files available date back to 1983 with the location operating as Rock Hall Seafood, Inc. In 1989, ownership was transferred to Rock Hall Waterman's Crab House, and again in 1991, to Waterman's Crab House, Inc.

In 1996, the ownership changed to Weldon, Inc., trading as Waterman's Crab House. The Weldons operated the location until November 2022 under a Class B license. That license, set to expire on April 30 and was not been surrendered by the current license holders: William Weldon, Debra Weldon, Stephanie Blusk of Weldon, Inc.

Staff does not recommend a contingency that includes the surrender of the current license because is not probable the location will open before May 1st. No alcoholic beverage inventory was left on the premises therefore a bulk transfer permit is not applicable.

A Food Service Facility License has not been issued (by the Kent County Health Department) to the new business. The applicants have met the basic requirements for their application to be considered by the Board. Staff recommends approval of the application contingent upon meeting the requirements set forth by the Health Department.

Testimony Log

PUBLIC HEARING

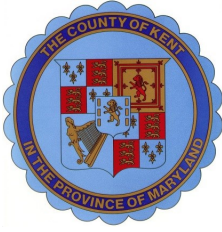
April 25, 2023

**Waterman's Hospitality, LLC, trading as Waterman's Crab House for a Class B,
Beer, Wine, and Liquor License with Extended Privilege (EXPR)**

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

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



Wayne Darrell, Director, Emergency Services
4/25/2023
County Commissioners Meeting

Item Summary:

Consideration of County 911 Fees

ATTACHMENTS:

Description

04.20.23 Public Notice 9-1-1 Fee Increases

Public Safety 1.311

Statewide county 911 fee

Proposed 911 Fees

04.25.23 Testimony Log, Public Hearing, Resolution 2023-06, Proposed 9-1-1 Fee Increase to Telephone Bills



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

PUBLIC NOTICE

The County Commissioners of Kent County, Maryland, do hereby provide public notice the following Resolution having been introduced on April 18, 2023, will be subject to a Public Hearing before the County Commissioners on April 25, 2023, at 10:00 a.m. The meeting is open to the public. No later than noon on Friday, April 21, 2023, citizens may call 410-778-4600 and press 4 or email kentcounty@kentgov.org to receive further instructions.

The purpose of the hearing will be to discuss **Resolution 2023-06**, raising the charge applied to current telephone bills rendered for switched local exchange access service, commercial mobile radio services providers ("CMRS"), or other 9-1-1 accessible service providers within Kent County from \$.75 to \$1.50 per month.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 04/20/23

(a) This section does not apply to prepaid wireless telecommunications service.

(b) In addition to the State 9–1–1 fee, the governing body of each county, by ordinance or resolution enacted or adopted after a public hearing, may impose a county 9–1–1 fee to be added to all current bills rendered for switched local exchange access service or CMRS or other 9–1–1-accessible service in the county.

(c) (1) Except as provided in paragraph (2) of this subsection and subject to paragraphs (3) through (6) of this subsection, the county 9–1–1 fee imposed by a county may not exceed 75 cents per month for each switched local exchange access service, CMRS, or other 9–1–1-accessible service provided.

(2) If revenues attributable to the county 9–1–1 fee for a fiscal year do not provide the revenues necessary to cover a county's operational costs for the 9–1–1 system for that fiscal year, the county may, for the following fiscal year, impose a county 9–1–1 fee sufficient to cover the county's projected operational costs for the 9–1–1 system for the fiscal year for each switched local exchange access service, CMRS, or other 9–1–1-accessible service provided.

(3) Except as provided in paragraphs (4) through (6) of this subsection, if a service provider provisions to the same individual or person the voice channel capacity to make more than one simultaneous outbound call from a 9–1–1-accessible service, each separate outbound call voice channel capacity, regardless of the technology, shall constitute a separate 9–1–1-accessible service for purposes of calculating the county 9–1–1 fees due under paragraphs (1) and (2) of this subsection.

(4) CMRS provided to multiple devices that share a mobile telephone number shall be treated as a single 9–1–1-accessible service for purposes of calculating the county 9–1–1 fees due under paragraphs (1) and (2) of this subsection.

(5) A broadband connection not used for telephone service may not constitute a separate voice channel capacity for purposes of calculating the county 9–1–1 fees due under paragraphs (1) and (2) of this subsection.

(6) (i) For a telephone service that provides, to multiple locations, shared simultaneous outbound voice channel capacity configured to provide local dial in different states or counties, the voice channel capacity to which the 9–1–1 fee due under paragraphs (1) and (2) of this subsection applies is only the portion of the shared voice channel capacity in the county identified by the service supplier's books and records.

(ii) In determining the portion of shared capacity in the county, a service supplier may rely on, among other factors, a customer's certification of the customer's allocation of capacity in the county, which may be based on:

1. each end user location;
2. the total number of end users; and
3. the number of end users at each end user location.

(7) The amount of the county 9–1–1 fees may not exceed a level necessary to cover the total eligible maintenance and operation costs of the county.

(d) The county 9–1–1 fee continues in effect until repealed or modified by a subsequent county ordinance or resolution.

(e) After imposing, repealing, or modifying a county 9–1–1 fee, the county shall certify the amount of the county 9–1–1 fee to:

- (1) the Public Service Commission;
- (2) the Board; and

(3) no later than 60 days before the implementation of the change, the Comptroller.

(f) The Public Service Commission shall direct each telephone company that provides service in a county that imposed a county 9–1–1 fee to add, within 60 days, the full amount of the county 9–1–1 fee to all current bills rendered for switched local exchange access service in the county.

(g) Within 60 days after a county enacts or adopts an ordinance or resolution that imposes, repeals, or modifies a county 9–1–1 fee, each 9–1–1 service carrier that provides service in the county shall add the full amount of the county 9–1–1 fee to all current bills rendered for CMRS or other 9–1–1-accessible service in the county.

(h) (1) Each telephone company and each 9–1–1 service carrier shall:

(i) act as a collection agent for the 9–1–1 Trust Fund with respect to the county 9–1–1 fee imposed by each county;

(ii) collect the money from the county 9–1–1 fee on a county basis; and

(iii) remit all money collected to the Comptroller on a monthly basis.

(2) The Comptroller shall deposit the money remitted in the 9–1–1 Trust Fund account maintained for the county that imposed the county 9–1–1 fee.

Maryland 9-1-1 Fees

County	State 9-1-1 Fee	County 9-1-1 Additional Fee	Total Fee To Be Remitted
Allegany County	\$0.50	\$0.75	\$1.25
Anne Arundel County	\$0.50	\$0.75	\$1.25
Baltimore City	\$0.50	\$1.00	\$1.50
Baltimore County	\$0.50	\$0.75	\$1.25
Calvert County	\$0.50	\$0.75	\$1.25
Caroline County	\$0.50	\$1.50	\$2.00
Carroll County	\$0.50	\$1.50	\$2.00
Cecil County	\$0.50	\$0.75	\$1.25
Charles County	\$0.50	\$0.75	\$1.25
Dorchester County	\$0.50	\$1.00	\$1.50
Frederick County	\$0.50	\$0.75	\$1.25
Garrett County	\$0.50	\$1.50	\$2.00
Harford County	\$0.50	\$0.75	\$1.25
Howard County	\$0.50	\$0.75	\$1.25
Kent County	\$0.50	\$0.75	\$1.25
Montgomery County	\$0.50	\$0.75	\$1.25
Prince George's County	\$0.50	\$0.75	\$1.25
Queen Anne's County	\$0.50	\$0.75	\$1.25
Saint Mary's County	\$0.50	\$0.75	\$1.25
Somerset County	\$0.50	\$0.75	\$1.25
Talbot County	\$0.50	\$0.75	\$1.25
Washington County	\$0.50	\$0.75	\$1.25
Wicomico County	\$0.50	\$1.00	\$1.50
Worcester County	\$0.50	\$1.50	\$2.00

Fees Effective July 1, 2022

Proposed Increase in 911 Fees

FY22 Rate	FY22 Revenue
\$0.75	\$193,802

Increase in Rate	Additional Revenue
\$0.25	\$64,601
\$0.50	\$129,201
\$0.75	\$193,802

TESTIMONY LOG

PUBLIC HEARING

April 25, 2023

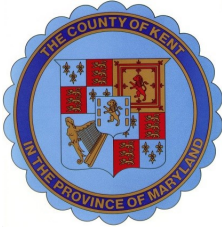
RESOLUTION 2023-06

Proposed 9-1-1 Fee Increase to Telephone Bills

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. _____
2. _____
3. _____
4. _____
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16. _____
17. _____
18. _____



**Resolution 2023-06 - Increase 9-1-1 Fee
4/25/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

04.25.23 Resolution 2023-06 Increase The 9-1-1 Fee to \$1.50 Per Telephone Number on July 1, 2023

RESOLUTION 2023-06

INCREASE THE 9-1-1 FEE TO \$1.50 PER TELEPHONE NUMBER ON JULY 1, 2023, PURSUANT TO MARYLAND CODE, PUBLIC SAFETY ARTICLE, SECTION 1-311 TO COVER THE INCREASED COST OF OPERATING THE KENT COUNTY 9-1-1 SYSTEM

WHEREAS, Maryland Code, *Public Safety Article*, Section 1-301 et seq. requires that each County operate and maintain a 9-1-1 Emergency Telephone System; and

WHEREAS, the *Public Safety Article* of the Maryland Code allows for the collection of a 9-1-1 fee sufficient to cover the operating expenses of the 9-1-1 System in Kent County; and

WHEREAS, the County Commissioners may adopt a Resolution after public hearing to impose 9-1-1 fee to be added to all current bills rendered for switched local exchange access service or CMRS or other 9-1-1 accessible service in the County; and

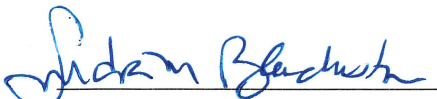
WHEREAS, the County Commissioners has determined that it is appropriate to increase the current 9-1-1 fee from \$0.75 to \$1.50 per telephone number to cover the increased expenses of operating the County 9-1-1 System; and

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of Kent County, Maryland, pursuant to Maryland Code, *Public Safety Article*, Section 1-311, as follows:

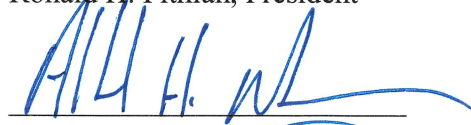
1. To increase the 9-1-1 fee to \$1.50 per month for switched local exchange access service or CMRS or other 9-1-1 accessible service in Kent County.
2. The 9-1-1 fee shall be applied to all bills rendered for switched local exchange access service, CMRS or other 9-1-1 accessible service within Kent County after July 1, 2023; said fee to be collected in accordance with State Law and remitted monthly to the Comptroller of the State of Maryland for deposit in the 9-1-1 Trust Fund Account maintained for Kent County.
3. The 9-1-1 fee, effective July 1, 2023, shall remain in effect until amended, repealed or modified by Resolution of the County Commissioners.
4. The County Administrator shall certify the amount of the County 9-1-1 fee to be Public Service Commission pursuant to Maryland Code, *Public Safety Article*, Section 1-311(e).
5. Adopted by County Commissioners of Kent County, Maryland this 25th day of April, 2023.

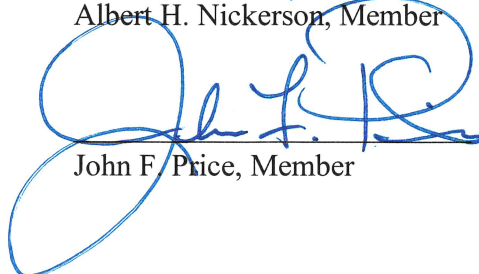
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

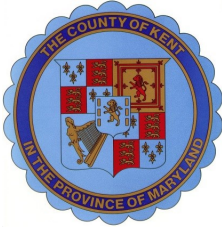

Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

ADOPTED: April 25, 2023



**Elizabeth Hill, 4-H Educator and Principal Agent Associate, University
of Maryland Extension**

4/25/2023

County Commissioners Meeting

Item Summary:

Kent County 4-H Program Annual Report

ATTACHMENTS:

Description

4-H Highlights - 2022

KENT COUNTY 4-H HIGHLIGHTS 2022

January - December 2022



This document reflects highlights of the 2022 Kent County 4-H Program. Questions can be directed to Beth Hill, Principal Agent Associate-4-H Youth Development, Univ. of MD Extension, Kent County, 410-778-1661. Comments are welcome!

✿ 4-H – By the Numbers:

123 4-H members were enrolled in 5 4-H Community Clubs.

28 – Clover members ages 5-7 years. Up 25 youth from 2021.

51 UME Trained and Appointed Volunteers, **14** new UME trained volunteers in 2022 (up to 70 for 2023)

\$59,750.25 Value of 4-H volunteer service to Kent was 1,995 hours x \$29.95/hr.= \$59,750.25
(Estimated values of volunteer services, value of time determined by US Bureau of Labor Statistics, reference Independent Sector, www.independentsector.org, 2022 value).

\$38,540.32 Grants, donations and solicited funds to Kent County 4-H including \$13,000 from MD Ag Fair Board for fair premiums through the Kent Ag Center, \$7,502 from Fair Cake Auction, \$5,000 Bayer Fund Grow Communities Grant through the Morris family, \$975 Fishing Charter Donated by Capt. Chuck Clark, \$1,364 Fair Livestock Auction, \$765 Tractor Supply Company Paper Clover Campaign, \$354 in \$4 for 4-H Campaign and over \$700 in donations. *Thank you!*

- Donated funds were used to sponsor leader training, purchase educational materials and provide **23 scholarships** valued at **\$658.00** for Kent 4-H'ers to attend regional and state activities and trips including MD 4-H Engineering Camp, State Dairy Skillathon and Dairy Judging, State Archery and Shotgun Matches. The aftermath of the pandemic continued to effect participation in state and national 4-H events and limit some opportunities.

✿ Service: Integral to Kent 4-H, service develops youth leadership and citizenship skills and helps build our community.

1. **23rd 4-H Toy Drive for the Kent Christmas Basket Program** – raised **\$7,101.72** in funds plus car loads of toys for 588 Kent County children. 4-H youth planned and organized the Toy Drive including 3 planning meetings, collection booth in Fountain Park, a float in Chestertown Christmas Parade, collecting toys and funds, sorting and shopping for gifts and sending thank you's. 4-H'ers could earn over 22 service learning hours. In 23 years, 4-H'ers have raised \$41,156.46 in monetary donations to support children in Kent County! Over 30 youth participated in the 2022 4-H toy drive.



2. **Kent Ag Center Clean-ups, Maintenance Days & Events** – Over 115 4-H'ers, families, and volunteers (many multiple times) participated in **5** designated clean-up and maintenance days, set up educational and fun exhibits and prepared for events. The Ag Center hosted many activities including the 40th annual Kent County Fair, the annual Ag Center auction, 2nd annual Touch-a-Truck Ag Fest, 2 backdrop painting nights, 4-H club meetings and 2 livestock weighing & tagging days. 4-H and the 4-H clubs hosted the 4th 4-H Fun Day as part of the Ag Center Auction. Triple Shots Shooting



Sports 4-H Club maintains a target and 3-D archery range, hosts archery practices and live demo during the fair. A mural was commissioned, designed and painted by Kent 4-H'er Claire Parker on the side of the exhibitor bathroom.

3. **16th Annual 4-H Food Drive & 4-H Potato Project** - 4-H'ers collected 320 pounds of food for the Community Food Pantry (CFP) bringing the 16 year total to over 6,500 pounds. As part of the 4-H potato project, youth grew and donated over 100 pounds of potatoes to area food pantries.

4. **Christmas Cards** - Handmade cards were made for all 4-H families with active and retired military members.

5. **4-H Wheelchair Accessible Tables and Bench Diamond Clover Project: Megan Moore** – Megan's 100+ hour service project included researching plastic recycling and reuse, then collecting and coordinating the making of 2 wheel chair accessible tables for the Kent AG Center as well as installing a bench in honor of Madisyn Yiannakis, a Kent 4-H'er we lost in a tragic car accident.



- ## ✿ 4-H Recognition: 2022 4-H Family of the Year:
- The Orndorff family was recognized for their membership and dedication to the Kent 4-H program, volunteering, leadership and involvement in 4-H especially as the 4-H horse club leader and as Kent Ag Center grounds and facilities director. The family is engaged in all aspects of Kent County 4-H.

- ## ✿ 4-H Focus on Science:
- Science is a core of 4-H educational programming. STEM continues as a national 4-H focus area. Kent 4-H science includes animal, environmental, health and human science.





Entomology – (4-H Educator area of expertise), taught 4 insect programs to 141 youth and adults including classes for Kent Adult Day Care, Kent DAR, and presented Insect Robots and Their Real Life Models at MidShore and Kent STEM Festivals

Environmental, Ag and Animal Science – Over 700 youth and adults participated in 4-H science including: Pond Life summer programs for the Kent County Library, Outdoor Education Farm Tours for KCPS 3rd grade students, KCPS summer school, dairy judging practices, 4-H at the Fair, KCHS Ag Day and more.

Human Science – Includes oral and written communication, character education, 4-H promotion, youth leadership training, civic engagement, service learning and classes in the arts. 1,326 youth and adults participated in 62 4-H programs. Workforce preparation continues as focus for teens in areas of job shadowing, career exploration, job readiness skills, recordkeeping, resume and essay writing and interview skills. A large part of 2022 focused on 4-H engagement in the community including 9 events using the 4-H Blender Bike for over 600 contacts.



Science, Engineering, Technology and Math (STEM) – 1 Kent 4-H'er attended the MD 4-H Engineering Camp focusing on many types of engineering and mechanical sciences. Job Shadowing Day for Kent High School 10th grade STEM students was postponed to 2023. Partnered with the Kent Library, mid-shore 4-H programs and Chesapeake College for MD STEM Festival events.

🌿 **Kent 4-H Events** – 2022 Local, Regional and International events that **Kent 4-H'ers** participated in:

County: Public Speaking Events (8 youth)
Kent Clover Kids (7)
Kent County Fair – (75)
Achievement and Recognition Banquet (52)
Leadership Training (30)
4-H Fun Day and Touch a Truck Ag Fest (45)
Record Books (37)

State: MD 4-H Shotgun Match, P.G. Co. (11 youth)
MD State Shotgun & Archery Practice Squads (3)
MD Engineering Camp, Harford Co. (1)
MD 4-H Archery Match, Carroll Co. (4)
MD State 4-H Dairy Judging (2)
MD State Fair, Timonium (14)

Regional: Eastern Shore Spring Show (10)

National:

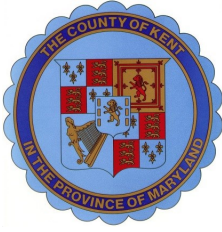
Casey Turner - MD 4-H Horse Bowl Team, North American International Livestock Show, Louisville, Kentucky

Thank you for your support!



2022 Kent County 4-H Events

University programs, activities, and facilities are available to all without regard to race, color, sex, gender identity or expression, sexual orientation, marital status, age, national origin, political affiliation, physical or mental disability, religion, protected veteran status, genetic information, personal appearance, or any other legally protected class.



**Erika Hercher, Acting Director, Environmental Health, Kent County
Health Department; Jillyn Coleman, Director, Parks & Recreation and
Daniel Mattson, Deputy Director, Department of Public Works;
4/25/2023
County Commissioners Meeting**

Item Summary:

Request to Install Monitoring Wells at County Parks

ATTACHMENTS:

Description

KCHD Letter of request

MW Edesville Park Map

MW Toal Park Map

MW Worton Park Map

Monitoring_Wells_Proposal



KENT COUNTY HEALTH DEPARTMENT



COUNTY OF KENT

WILLIAM WEBB, HEALTH OFFICER
125 S. LYNCHBURG STREET, CHESTERTOWN, MD 21620 • 410-778-1350

STATE OF MARYLAND

March 23, 2023

Ms. Jill Coleman, Director
Kent County Parks & Recreation
11041 Worton Road
Worton, MD 21678

RE: Request to install monitoring wells at County Parks

Ms. Coleman,

This is a formal request to seek approval to install monitoring wells at the following County Parks:

Toal Park, 13753 Augustine Herman Highway Galena, MD 21635 (1 well)
Worton Park 10932 Worton Road Worton, MD 21678 (1 well)
Edesville Park 22020 Lovers Lane Rock Hall, MD 21661 (1 well)

These monitoring wells will be used by Kent County Health Department, Environmental Health Programs staff to measure the water tables throughout the county. The measurement of water tables is important in determining when wet season percolation tests should be conducted.

These wells will be approximately 15-25 feet deep, 4 inches in diameter, capped and flush mount installed in 12"x12"x6" concrete.

Attached are the approximate locations being considered.

Should you have any questions, please contact me at 410-778-2366.

Sincerely,

Erika H. Hercher, LEHS
Licensed Environmental Health Specialist
Acting Director, Environmental Health

N

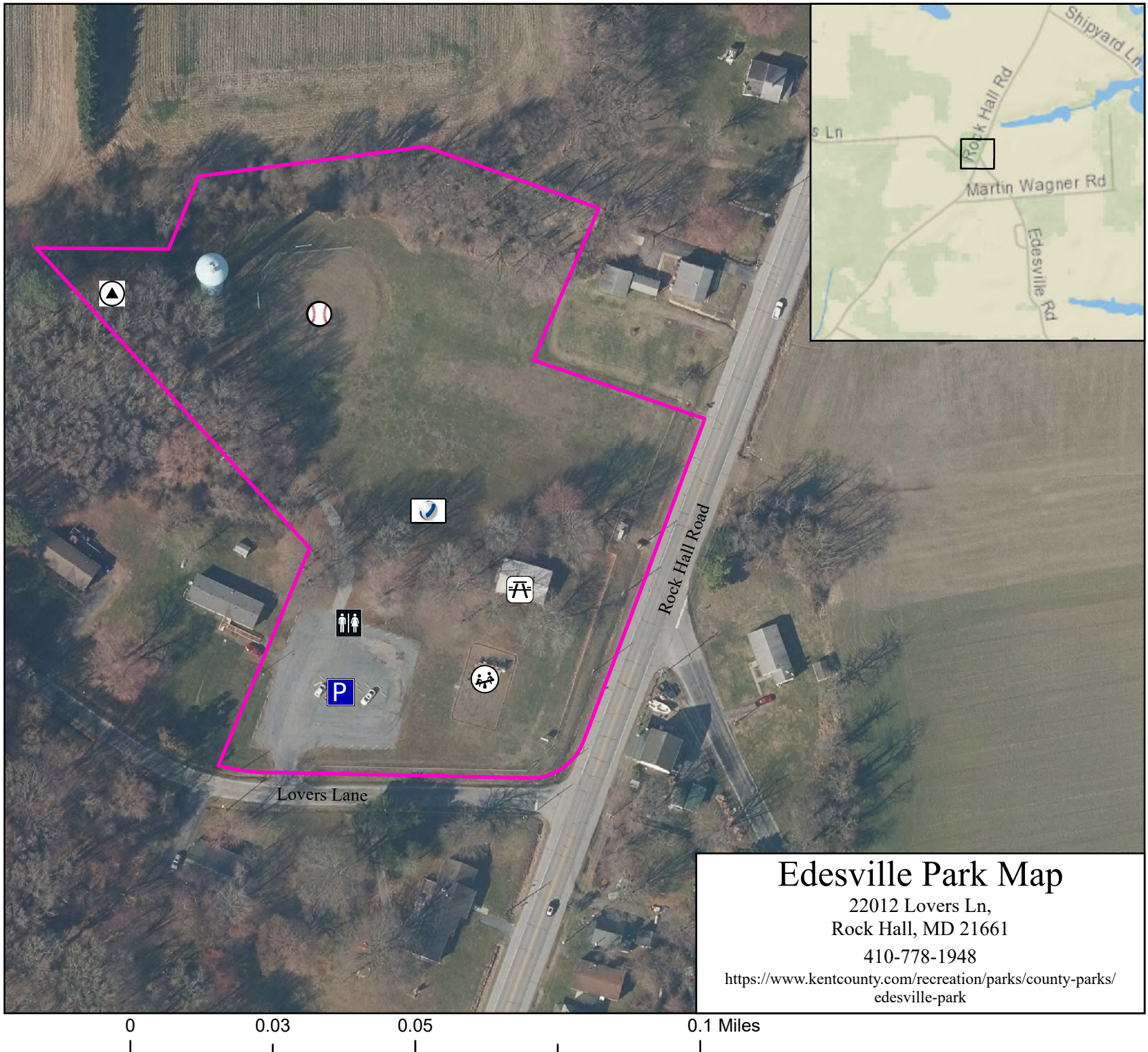


Amenity

-  Parking
-  Picnic Pavilion
-  Volleyball Court
-  Ball Field
-  Portable Restroom
(Open Seasonally)
-  Playground
-  Monitoring Well



This map was developed by the Kent County Department of Planning, Housing, and Zoning. The data represented here are maintained to the best of the ability of the Kent County Government. Users assume any and all risks associated with decisions based on this data.



Edesville Park Map

22012 Lovers Ln,
Rock Hall, MD 21661

410-778-1948

<https://www.kentcounty.com/recreation/parks/county-parks/edesville-park>

N



Amenity

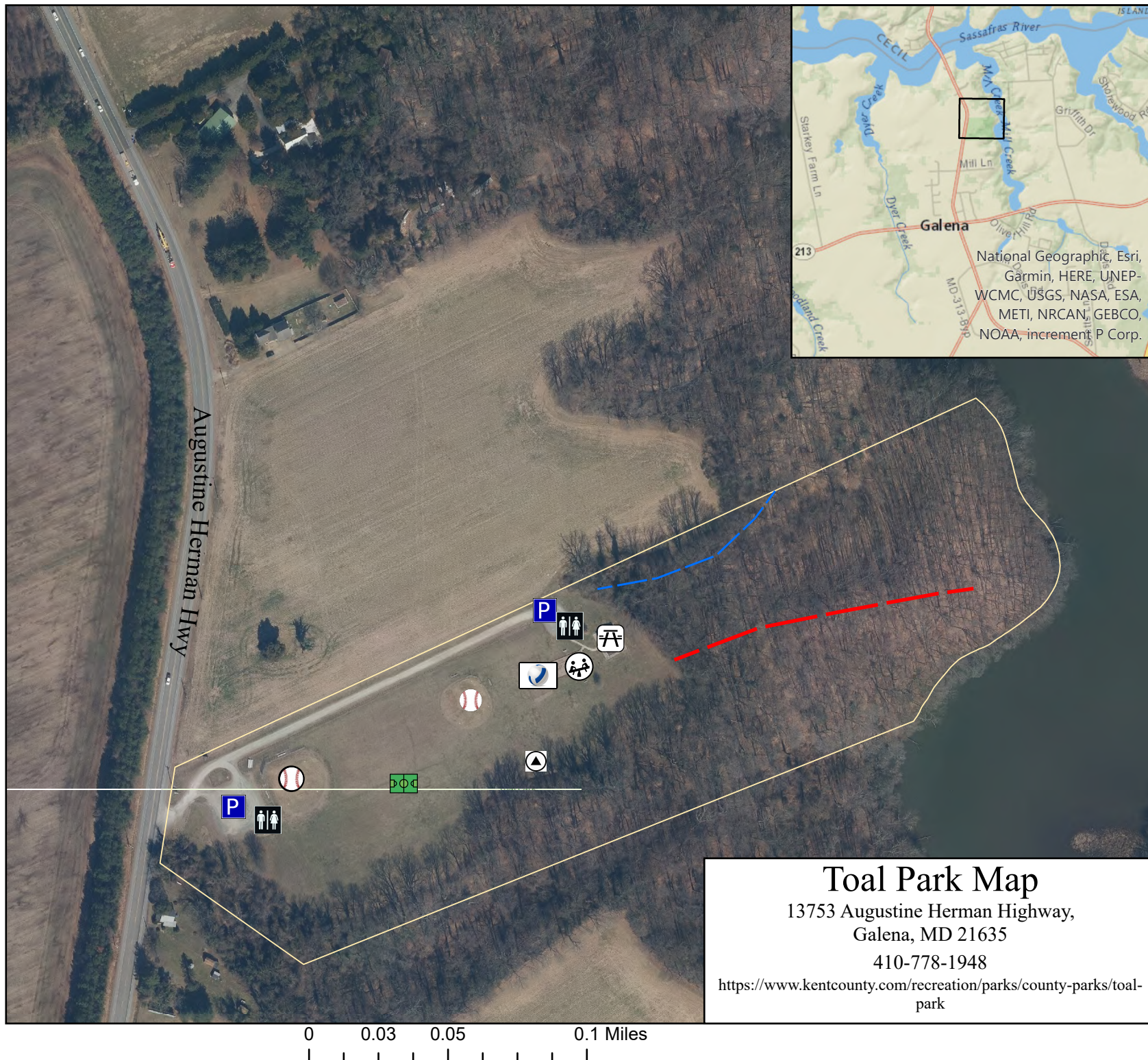
-  Athletic Field
(Multi-use)
-  Ball Field
-  Parking
-  Picnic Pavilion
-  Playground
-  Restroom
(Open Seasonally)
-  Volleyball Court

Trails

-  Toal Park Red Trail
(0.2 mi)
-  Toal Park Blue Trail
(0.3 mi)
-  Monitoring Well



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0 0.03 0.05 0.1 Miles

Toal Park Map

13753 Augustine Herman Highway,
Galena, MD 21635

410-778-1948

<https://www.kentcounty.com/recreation/parks/county-parks/toal-park>

N

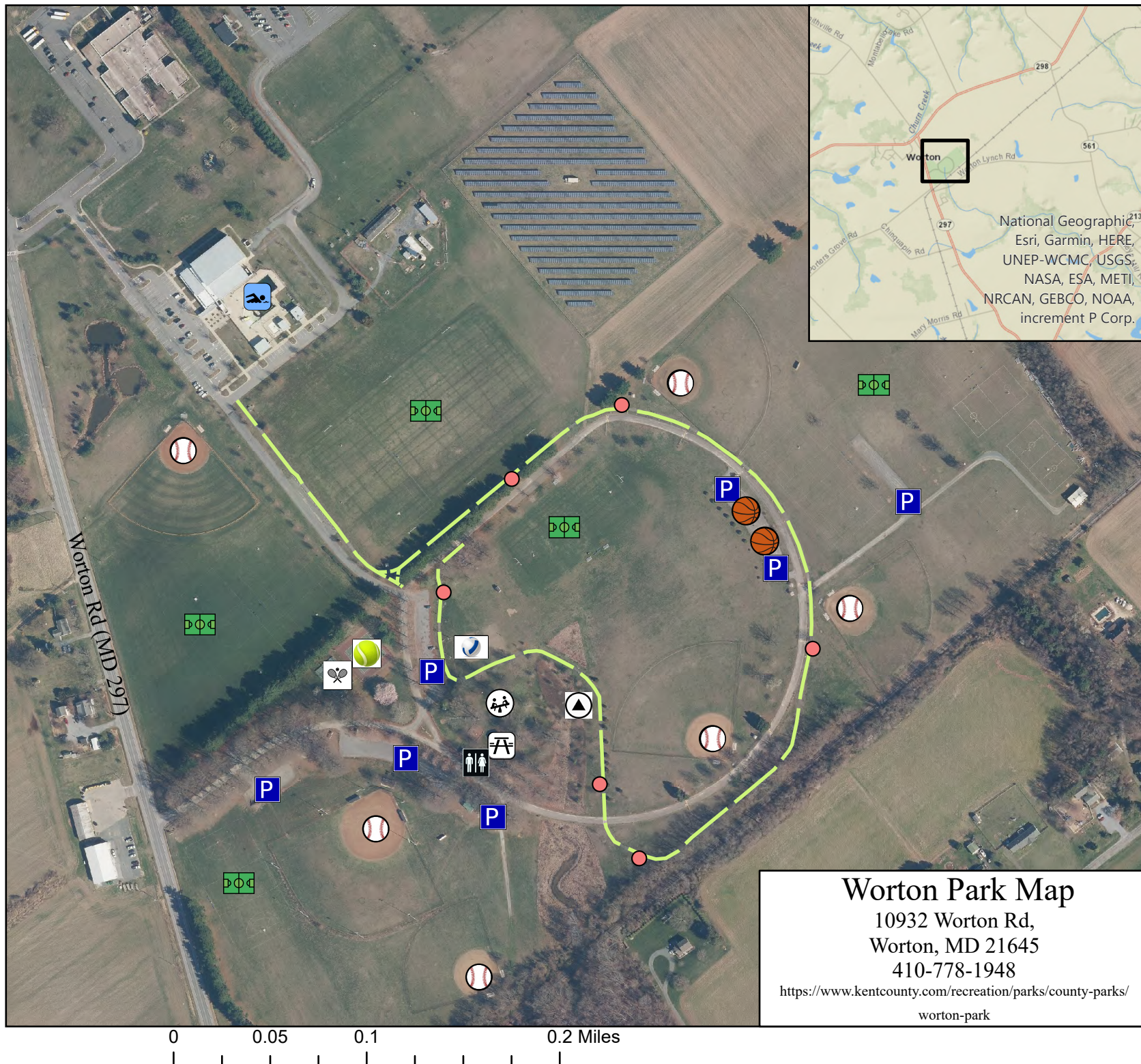


Amenity

-  Athletic Field (Multi-use)
-  Ball Field
-  Basketball Court
-  Parking
-  Picnic Pavilion
-  Platform Tennis Court
-  Playground
-  Pool (Open Seasonally)
-  Restroom (Open Seasonally)
-  Tennis Court
-  Volleyball Court
-  Fitness Equipment
-  Walking Path (0.88 mi)
-  Monitoring Well



This map was developed by the Kent County Department of Planning, Housing, and Zoning. The data represented here are maintained to the best of the ability of the Kent County Government. Users assume any and all risks associated with decisions based on this data.



Worton Park Map

10932 Worton Rd,
Worton, MD 21645
410-778-1948

<https://www.kentcounty.com/recreation/parks/county-parks/worton-park>

March 23, 2023

Mr. Ryan Worden, L.E.H.S.
Kent County Health Department
Environmental Health Division
125 South Lynchburg Street
Chestertown, MD 21620

Re: Proposal to Install Monitoring Wells at the Four Locations Within Kent County,
Maryland; Earth Data File P-9787

Dear Mr. Worden:

In response to our recent email exchange and phone call, Earth Data presents the following proposal to drill and install a 2-inch monitoring well at four unique locations. The purpose of the well installation will be to provide water table monitoring locations to aid in the long-term tracking and analysis of water-levels in Kent County, Maryland.

PROJECT UNDERSTANDING

We understand that you wish to build a monitoring well network for the use of long-term monitoring and observation of the water table in various locations around Kent County. The wells are to be installed in the various surficial soil types present across the county. The wells are to be installed in county-controlled properties such as parks, schools, or other public places. Due to the ease of access to the general public you have requested the wells be completed with a locking protective steel casing to minimize damage and tampering of the wells.

The following is a summary of the locations and approximated depths you would like to install and the monitoring well network:

- Galena- Approximately 30-ft depth
- Massey- Approximately 15-ft depth
- Worton- Approximately 15-ft depth
- Rock Hall- Approximately 15-ft depth

Earth Data proposes the following scope of work to properly install and develop the proposed monitoring well network.

SCOPE OF WORK

Monitoring Well Installation:

1. Apply for the necessary drilling permits as required by The Kent County Health Department and the Maryland Department of the Environment.

2. Contact Miss Utility to conduct a public utility mark-out for each site.
 - a. You will be responsible for coordinating with Kent County Department of Public Works to locate any private utilities not marked by Miss Utility.
3. Mobilize to the sites with a track mounted GeoProbe drilling rig and support vehicle.
4. At each of the 4 proposed well sites, collect continuous sediment cores using direct-push methods to determine soil profile and the current depth of the groundwater table.
5. Using 4.25-inch diameter hollow stem augers, drill to final depth as determined by the soil borings.
 - a. Penetration of approximately 7-feet into the water table is ideal to allow for accurate water-table measurements during seasonal fluctuations.
6. Install 2-inch diameter PVC monitoring wells with 10 to 15-feet of PVC slotted well screen.
7. Place gravel pack in the annular space around the well screen to a minimum of 2-feet above the well screen.
8. Wells will then be sealed from the top of gravel pack to 2-feet below land surface with bentonite chips.
9. Furnish and install with cement 4-inch diameter locking steel protective casings to secure the monitoring wells.
10. Properly develop newly installed wells using surge and pump techniques with a 12V submersible pump.
11. Prepare and submit well completion reports to the Kent County Health Department and MDE.

COST

We estimate the cost to install the four monitoring wells as describe above to be \$9,250.00. This cost estimate includes installation of 4 monitoring wells, applying for the necessary drilling permits and submission of well completion reports, plus Earth Data's best estimate of the amount of time involved to collect and review existing data. This proposal is valid for 60 days, after which time we reserve the right to review the basis of payment to allow for changing costs and scheduling.

The scope and cost do not include locating existing on-site sewage disposal systems, water lines or wells; site access or clearing costs; wetlands delineation; legal services; additional meetings; engineering or survey services; or any other services or materials not expressly stated in this proposal. Any additional work requested and authorized by you will be done at Earth Data's standard billing rates.

ASSUMPTIONS

1. The site will be easily accessible by a track-mounted drilling rig and service truck, and Earth Data will have unobstructed access to the required well locations.
2. You will be responsible for marking any utilities not marked by Miss Utility; Earth Data will not be responsible for any damage to unmarked or mismarked utilities.

TERMS

An invoice will be submitted upon completion of the well installation; Earth Data's standard payment terms are net 30 days from the date of the invoice. Your obligation to pay for the proposed services, if authorized, will not be dependent or contingent upon you obtaining any financing, payments, or approvals from any third party, including any government entity.

SCHEDULE

Work on this project can begin upon receipt of a purchase order and a notice to proceed.

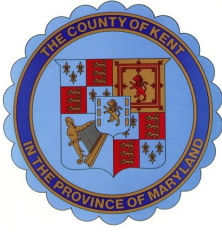
Thank you for the opportunity to submit this proposal. Please let us know if you have any questions or we can provide any additional information or assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Chipman', with a long horizontal flourish extending to the right.

Jeff Chipman, P.G.
Senior Geologist/Project Manager

Enclosure: Earth Data Standard Contract



Dennis Hickman, Sheriff, Kent County Sheriff's Office
4/25/2023
County Commissioners Meeting

Item Summary:

Byrne Justice Assistance Grant Request

ATTACHMENTS:

Description

04.25.23 Certification Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 –

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Kent County Board of County Commissioners
Address: R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312

Project Title: Kent County Sheriff's Office Mobile Data Terminal/Laptop
BJAG Request
Federal ID Number: 52-6000974

Authorized Representative: Fithian, Ronald H. - President

Signature:



Signature of Authorized Official

4/25/23

Date

Certified Assurances**THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

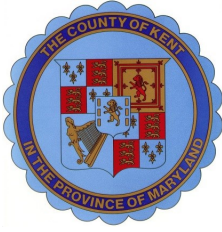
Date



Fithian, Ronald H. - President

Name and Title

4/25/2023



Wayne Darrell, Director, Emergency Services
4/25/2023
County Commissioners Meeting

Item Summary:

Emergency Medical Services Upgrade

ATTACHMENTS:

Description

KRM invoices

KRM

913 Washington Avenue
Chestertown, MD 21620
Phone: (410) 810-1393
www.krmconstruction.com

Rockhall EMS

INVOICE

Invoice Date: 11/04/22
Invoice #: 2282
Project ID: 22-014-CM
Rockhall EMS
Due Date: 12/4/2022

Time & Material for 7/1 - 10/31/22

DESCRIPTION		AMOUNT
KRM Construction Labor		
	Project Mgr \$105 x 2	210.00
	Foreman \$85 x 40 hrs	3,400.00
	Carpenter \$75 x 51 hrs	3,825.00
	Laborer \$65 x 9 hrs	495.00
06-110	Wood Framing	76.92
08-010	Doors & Windows	14.02
09-010	Finishes	1,094.36
09-250	Drywall	794.70
16-100	Electrical Sub	623.08
Invoice Sub-total		10,533.08
O&P		1,895.96
Amount due this Invoice		<u>12,429.04</u>

KRM

913 Washington Avenue
Chestertown, MD 21620
Phone: (410) 810-1393
www.krmconstruction.com

Rockhall EMS

INVOICE

Invoice Date: 12/07/22
Invoice #: 2301
Project ID: 22-014-CM
Rockhall EMS
Due Date: 1/6/2023

Time & Material for 11/1 - 11/30/22

DESCRIPTION	AMOUNT
-------------	--------

KRM Construction Labor

06-110	Wood Framing	24.02
08-010	Doors & Windows	1,338.00
15-400	Plumbing	4,033.22

Invoice Sub-total	5,395.24
O&P	971.14
Amount due this Invoice	<u>6,366.38</u>

KRM

INVOICE

913 Washington Avenue
Chestertown, MD 21620
Phone: (410) 810-1393
www.krmconstruction.com

Rockhall EMS

Invoice Date: 2/08/23
Invoice #: 2342
Project ID: 22-014-CM
Rockhall EMS
Due Date: 3/10/2023

Time & Material for 1/1 - 1/31/23

DESCRIPTION		AMOUNT
KRM Construction Labor		
	Carpenter \$75 x 4.25 hrs	318.75
	Laborer \$55 x 35.75 hrs	1,966.25
01-005	General Conditions	2.96
06-410	Cabinets	261.00
09-920	Painting - Interior	291.55
15-100	Mechanical Sub	8,955.00
15-400	Plumbing	72.09
16-010	Electrical	2,749.46
Invoice Sub-total		14,617.06
O&P		2,831.07
Amount due this Invoice		<u>17,248.13</u>

KRM

913 Washington Avenue
Chestertown, MD 21620
Phone: (410) 810-1393
www.krmconstruction.com

Rockhall EMS

INVOICE

Invoice Date: 3/07/23
Invoice #: 2364
Project ID: 22-014-CM
Rockhall EMS
Due Date: 4/6/2023

Time & Material for 2/1 - 2/28/23

DESCRIPTION		AMOUNT
KRM Construction Labor		
	Carpenter \$75 x 6 hrs	450.00
	Laborer \$55 x 20.5 hrs	1,127.50
01-005	General Conditions	6.97
06-110	Wood Framing	-0.73
06-410	Cabinets	49.47
06-450	Interior Trim	27.81
08-010	Doors & Windows	206.42
09-010	Finishes	50.67
09-250	Drywall	-36.44
09-560	Wood Strip Flooring	1,243.68
09-920	Painting - Interior	70.16
Invoice Sub-total		3,195.51
O&P		575.19
Amount due this Invoice		<u>3,770.70</u>

KRM

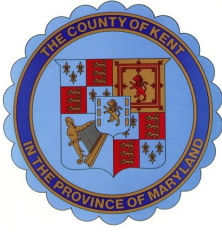
913 Washington Avenue
Chestertown, MD 21620
Phone: (410) 810-1393
www.krmconstruction.com

Rockhall EMS

INVOICE

Invoice Date: 4/11/22
Invoice #: 2096
Project ID: 22-014-CM
Rockhall EMS
Due Date: 5/11/2022

DESCRIPTION	AMOUNT
Work Performed Through Mar 31	2,737.81
Invoice Sub-total	2,737.81
Amount due this Invoice	<u>2,737.81</u>



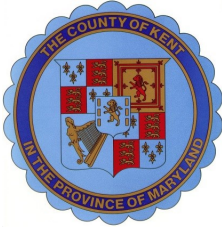
**Jill Coleman, Director, Parks and Recreation and Penny Young-
Carrasquillo, Grants Manager**

4/25/2023

County Commissioners Meeting

Item Summary:

Maryland Department of Transportation Recreational Trails Program Grant



Jim Miller, Director, Human Resource Department
4/25/2023
County Commissioners Meeting

Item Summary:

Renovation of Human Resources Office Suite

ATTACHMENTS:

Description

032323-0 Kent County Present_HR

Furniture &
Interiors

by Rudolph Supply

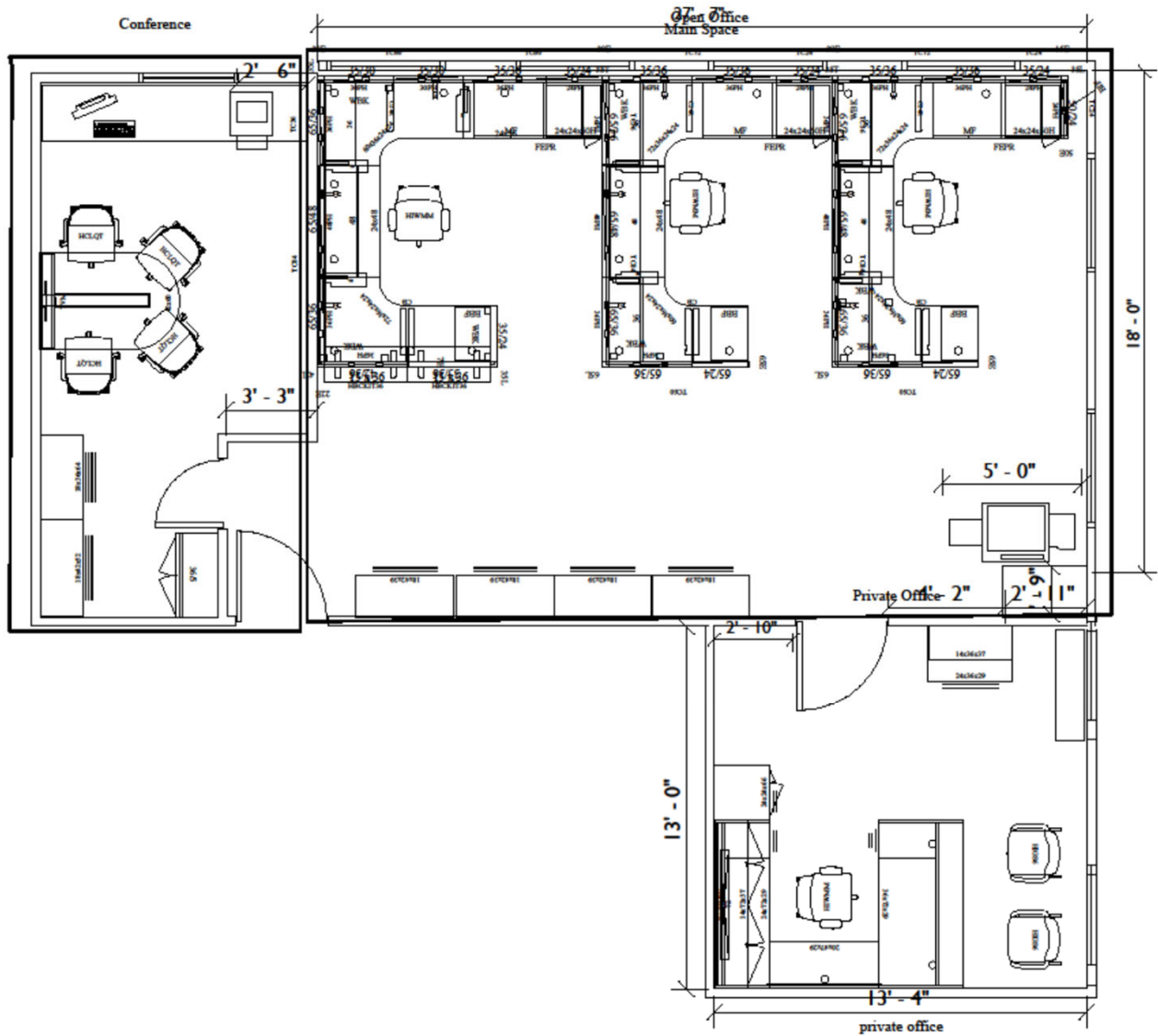
Susan Hare
Sr. Account Manager
410-353-9117
share@rudolphsupply.com



Kent County
MARYLAND

400 High Street
Chestertown, MD 21620
Jim Miller
410-810-2221
Human Resources

Human Resources
Jim Miller



Date 03/23/2023
Scale
xxxxx

400 High Street
Chestertown, MD 21620

Kent County
MARYLAND

Rudolph
Supply



Barb's Desk



Date 03/23/2023
Scale
xxxxx

400 High Street
Chestertown, MD 21620

Kent County
MARYLAND

Rudolph
Supply

Address
Address
Contact
Ph

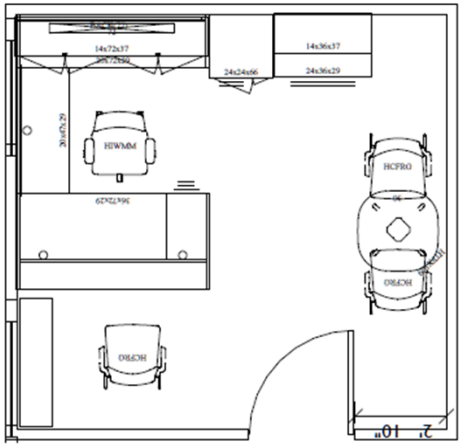
Jennifer & Christopher's Desk





Date 03/23/2023 Scale xxxx	400 High Street Chestertown, MD 21620 Kent County MARYLAND 	Address Address Contact Ph Rudolph Supply
P		

Jim's Office
Option 3



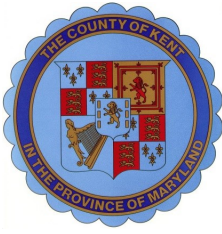
Date 03/23/2023
Scale
xxxxx

400 High Street
Chestertown, MD 21620

Kent County
MARYLAND

Address
Address
Contact
Ph

Rudolph
Supply



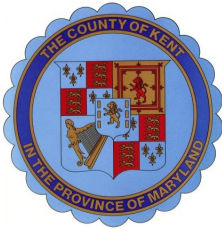
Public Works - Water and Wastewater Division
4/25/2023
County Commissioners Meeting

Item Summary:

Utility Technician Vacancy

ATTACHMENTS:

Description



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
4/25/2023
County Commissioners Meeting

Item Summary:

2023 Alcoholic Beverage License Renewal Applications
License Updates

ATTACHMENTS:

Description

04.25.23 KATE's 2023 Alcoholic Beverage Renewal Recommendation



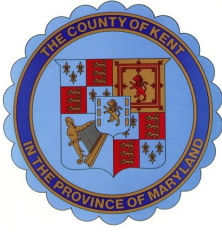
Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: April 25, 2023
Subject: 2023 Alcoholic Beverage License Renewals

Memorandum

All County issued alcoholic beverage licenses expire on the last day of April. Renewal applications must be approved by the Board of License Commissioners.

PDB (Phat Daddy's BBQ), William Holland, submitted a renewal application. Having met the basic requirement for the application to be considered by the Board, the staff recommends approval.



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
4/25/2023
County Commissioners Meeting

Item Summary:

Betterton Volunteer Fire Company, Special Class C "Multiple Event" License

ATTACHMENTS:

Description

Betterton Volunteer Fire Department, Special Class C (Multiple Event) Application

The Board of License Commissioners of Kent County

#4875

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BONNIE PEARSALL
INSPECTOR

SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Multiple Event) License it is important that you realize the responsibility that goes with the issuance of the license. All persons using this license as authorized under Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

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

This license may **ONLY** be issued to a Fire Department/Company. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Multiple Event License is: **Twelve (12) Events per Year \$200.00 OR Twenty-four (24) Events per Year \$400.00** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of Fire Department/Company Betterton Vol Fire Co

Address 2 Howell Pt Rd, Betterton MD 21610

Name W.R. Campbell Phone # 410-699-1091
(Please Print)

[Signature] Date 4/12/2023
(Signature)



8. Applicants

(1) W.R. Campbell 13740 Clark Rd Worton MD
Name Residence
61 President 410-699-1091
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of April, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared William Campbell the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

K Montooth



(2) Christina Grapes 25102 Montabell Lake Rd. Worton MD
Name Residence
9 yrs BOD 443 962 7900 21678
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of April, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Christina Grapes the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

K Montooth



(3) Clyde E. Morris 21671 Big Woods Rd. Worton MD 21678
Name Residence
55 yrs. Member 443 480 1178
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 12th day of April, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Clyde Morris the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

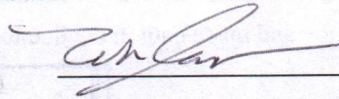
WITNESS my hand and official seal.

K Montooth



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

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.



Signature (s)

W.R. Campbell

Print Name

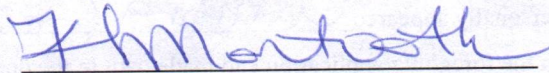
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 12th day of April, 2022,

before the subscriber, a Notary of the State of Maryland, personally appeared William Campbell

and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



(SEAL)



FIRE COMPANY APPLICATION FOR A SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverage Article, for a Special Class C (Multiple Event) License.

Permit includes: Beer, Wine, and Liquor Sales

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

1. The Fire Department/Company on behalf of which the license is desired:

Betterton Vol. Fire Co.

Address 2 Howell Point Rd. Betterton MD 21610

Select **One** and Initial your choice:

Twelve (12) Events per Year (\$200.00) ☒

Initial selection: [Signature]

Twenty-four (24) Events per Year (\$400.00) ☐

Initial selection: _____

2. This function is operated on Fire Department/Company grounds and is exclusively for the Fire Department/Company.

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

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

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

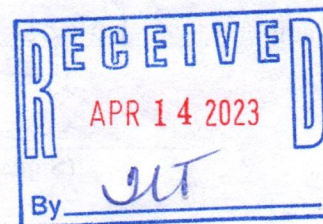
6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

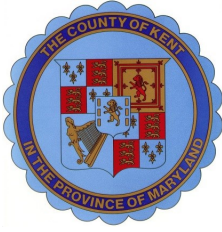
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License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

Please Select One:

☒ **Pick Up** 443-962-7900 Jina

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





Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
4/25/2023
County Commissioners Meeting

Item Summary:

Compliance Check Results, 21 or None Tobacco Campaign

ATTACHMENTS:

Description

04.25.23 Tobacco Compliance Check Result Letters - Rechecks



Board of License Commissioners

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

April 25, 2023

7 Eleven Store 36098A
212 S. Maple Avenue
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in April 2023, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

KCC: smb

Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**7 Eleven Store 36098A
A Responsible Retailer**

Congratulations!

During a routine compliance check, your establishment demonstrated its commitment to asking for the identification of your patrons prior to the sale of tobacco and electronic cigarette products.

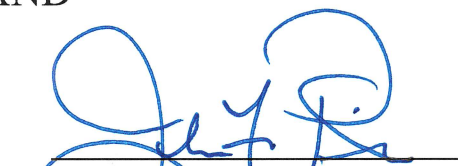
The Board of License Commissioners sincerely thanks you for your continued vigilance in ensuring that your customers legally purchase tobacco and electronic cigarette products.

Sincerely,

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

April 25, 2023



Board of License Commissioners

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

April 25, 2023

Acme Market, Store #0849
711 Washington Avenue, Unit 14
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in April 2023, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

KCC: smb

Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

**Acme Store #0849
A Responsible Retailer**

Congratulations!

During a routine compliance check, your establishment demonstrated its commitment to asking for the identification of your patrons prior to the sale of tobacco and electronic cigarette products.

The Board of License Commissioners sincerely thanks you for your continued vigilance in ensuring that your customers legally purchase tobacco and electronic cigarette products.

Sincerely,

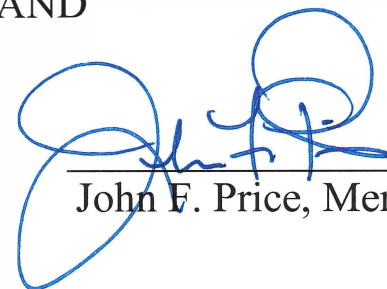
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND



Ronald H. Fithian, President



Albert H. Nickerson., Member



John F. Price, Member

April 25, 2023



Board of License Commissioners

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

April 25, 2023

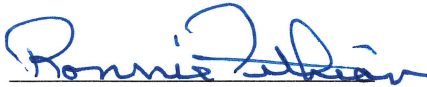
Dollar General, Store #18234
189 Sassafras Street
Millington, MD 21651

Re: Compliance Check Results

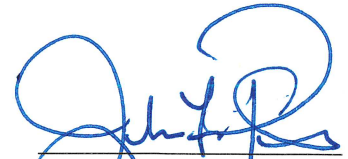
Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in April 2023, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

KCC: smb
Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Dollar General Millington Store #18234
A Responsible Retailer

Congratulations!

During a routine compliance check, your establishment demonstrated its commitment to asking for the identification of your patrons prior to the sale of tobacco and electronic cigarette products.

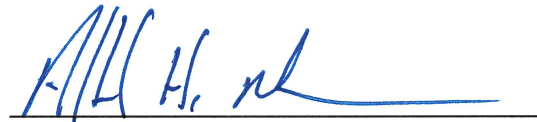
The Board of License Commissioners sincerely thanks you for your continued vigilance in ensuring that your customers legally purchase tobacco and electronic cigarette products.

Sincerely,

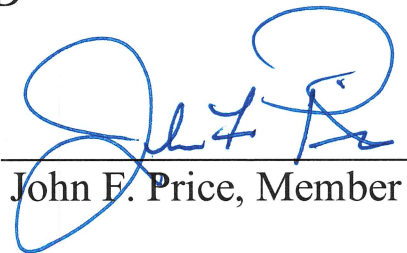
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND



Ronald H. Fithian, President



Albert H. Nickerson., Member



John F. Price, Member

April 25, 2023



Board of License Commissioners

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

April 25, 2023

Smoke Needs
4 Washington Square
Chestertown, MD 21620

Re: Compliance Check Results, Citation No. 5Z40701876 2nd Violation

Dear Licensee:

A compliance check was conducted at your establishment on April 13, 2023. An electronic smoking device was sold to an individual under the age of 21 in violation of Health General Article §24-305 Distribution of electronic cigarettes to a minor. A civil citation was issued for Kent County District Court. This is the second violation within a 24-month period. Your business is subject to a recheck and the appropriate state and local agencies will be notified. Further violations by your establishment may result in additional punitive actions.

Keep in mind that an individual under the age of 21 years is a minor and cannot lawfully purchase tobacco products, tobacco paraphernalia or electronic cigarettes. As a retailer, you are required to use a driver's license or government-issued ID to verify the age of a customer. For additional 21 or None Campaign materials or training tools, please contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

KCC: smb

Enclosure: Health General Article § 24-305

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Thomas N. Yeager, County Attorney
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Md. Health-General Code Ann. § 24-305

Copy Citation

Current with all legislation from the 2022 Regular Session of the General Assembly;
including legislation ratified by the voters at the November 2022 election.

- [Michie's™ Annotated Code of Maryland](#)
- [Health - General \(Titles 1 — 24\)](#)
- [Title 24. Miscellaneous Provisions. \(Subts. 1 — 18\)](#)
- [Subtitle 3. Limitations on Manufacture or Sale. \(§§ 24-301 — 24-307\)](#)

§ 24-305. Distribution of electronic cigarettes to minors prohibited.

(a) This section does not apply to a tobacco product that is regulated under Title 16 of the Business Regulation Article.

(b)

(1) Except as provided in paragraph (2) of this subsection, a person may not sell, distribute, or offer for sale to an individual under the age of 21 years an electronic smoking device, as defined in § 16.7-101(c) of the Business Regulation Article.

(2) This subsection does not apply to:

(i) An electronic smoking device that contains or delivers nicotine intended for human consumption if the device has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product and is being marketed and sold solely for this purpose; or

(ii) A purchaser or recipient who:

1. Is at least 18 years of age;
2. Is an active duty member of the military; and
3. Presents a valid military identification.

(c)

(1) A person that violates this section is subject to a civil penalty not exceeding:

(i) \$300 for a first violation;

(ii) \$1,000 for a second violation occurring within 24 months after the first violation; and

(iii) \$3,000 for each subsequent violation occurring within 24 months after the preceding violation.

(2) Issuance of a civil citation for a violation of this section precludes prosecution under § 10-107 of the Criminal Law Article arising out of the same violation.

(3) If a violation is committed by a person acting on behalf of a retailer, the civil penalty imposed under paragraph (1) of this subsection shall be paid by the retailer.

(d) In a prosecution for a violation of this section, it is a defense that the defendant examined the purchaser's or recipient's driver's license or other valid identification issued by a government unit that positively identified the purchaser or recipient as at least 21 years of age or as at least 18 years of age and an active duty member of the military.

(e)

(1) In this subsection, "designee" means a retired sworn law enforcement officer employed by a county health officer or an employee of a local health department trained in civil enforcement.

(2) A sworn law enforcement officer, a county health officer, or a designee of a county health officer may issue a civil citation for a violation of this section.

(3) A citation issued under this section shall include:

(i) The name and address of the person charged;

(ii) The nature of the violation;

(iii) The location and time of the violation;

(iv) The amount of the civil penalty;

(v) The manner, location, and time in which the civil penalty may be paid;

(vi) A notice stating the person's right to elect to stand trial for the violation; and

(vii) A warning that failure to pay the civil penalty or to contest liability in a timely manner in accordance with the citation:

1. Is an admission of liability; and
 2. May result in entry of a default judgment that may include the civil penalty, court costs, and administrative expenses.
- (4) The sworn law enforcement officer, county health officer, or designee shall retain a copy of the citation issued under this section.
- (5)
- (i)
1. A person who receives a citation from a county health officer or designee under this section may elect to stand trial for the violation by filing a notice of intention to stand trial with the county health officer or designee at least 5 days before the date set in the citation for the payment of the civil penalty.
 2. After receiving a notice of intention to stand trial under subparagraph 1 of this subparagraph, the county health officer or designee shall forward the notice and a copy of the citation to the District Court.
- (ii) A person who receives a citation from a sworn law enforcement officer under this section may elect to stand trial for the violation by filing a notice of intention to stand trial and a copy of the citation with the District Court at least 5 days before the date set in the citation for payment of the civil penalty.
- (6)
- (i) After receiving a citation and notice under this section, the District Court shall schedule the case for trial and notify the defendant of the trial date.
- (ii) In a proceeding before the District Court, a violation of this section shall be prosecuted in the same manner and to the same extent as a municipal infraction under §§ 6-108 through 6-115 of the Local Government Article.
- (7) The District Court shall remit any penalties collected for a violation of this section to the county in which the violation occurred.
- (8) Adjudication of a violation of this section is not a criminal conviction for any purpose.

History

2012, ch. 714; 2015, ch. 425; 2017, ch. 814; 2018, ch. 785; 2019, ch. 396.



Board of License Commissioners

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

April 25, 2023

Sunny's Mart
176 Flatland Road
Chestertown, MD 21620

Re: Compliance Check Results

Dear Licensee:

The Board of License Commissioners is pleased to report that during a routine compliance check in April 2023, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

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

Ronald H. Fithian, President

A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson., Member

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

John F. Price, Member

KCC: smb

Enclosure: Responsible Retailer Certificate

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease

Sunny's Mart
A Responsible Retailer

Congratulations!

During a routine compliance check, your establishment demonstrated its commitment to asking for the identification of your patrons prior to the sale of tobacco and electronic cigarette products.

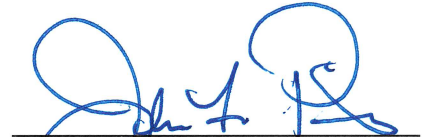
The Board of License Commissioners sincerely thanks you for your continued vigilance in ensuring that your customers legally purchase tobacco and electronic cigarette products.

Sincerely,

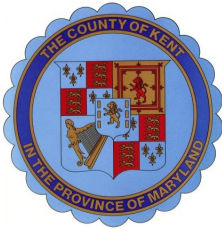
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

April 25, 2023



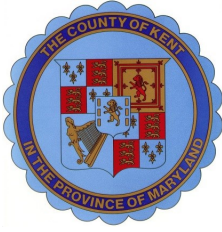
Police Accountability Board
4/25/2023
County Commissioners Meeting

Item Summary:

Consultant Contract, Second Amendment

ATTACHMENTS:

Description



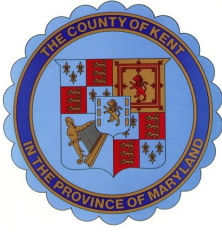
Regional Detention Center Steering Committee

4/25/2023

County Commissioners Meeting

Item Summary:

Discussion and Selection of Commissioner Appointment



Mike Moulds, Director, Public Works
4/25/2023
County Commissioners Meeting

ATTACHMENTS:

Description

04.25.23 Agreement Between Kent County and HRI Construction, LLC aka M2 Construction, LLC in MD,
For Construction Contract (Stipulated Price), Tolchester WWTP Influent Screen Replacement

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **County Commissioners of Kent County, Maryland** ("Owner") and HRI Construction LLC aka M2 Construction LLC in MD ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of construction activities related to the provision and installation of a new influent wastewater screening unit at an existing wastewater treatment facility. This also includes the construction/fabrication of an aluminum influent screen support structure where the screen will be installed, mechanical piping, concrete foundations for the support structure, and electrical modifications to the facility to facilitate the operation of the new screen.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Tolchester WWTP Influent Screen Replacement.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **George, Miles & Buhr, LLC** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **George, Miles & Buhr, LLC**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Not Used*

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **330** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **360** days after the date when the Contract Times commence to run.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

4.04 *Not Used*

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Not Used*
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. **Deleted.**

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Not Used
 - B. Not Used
 - C. Not Used
 - D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment **no more than once monthly** during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to 50% Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 90 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. After 50% completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **250** percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Not Used*

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual
 - 6. Drawings (not attached but incorporated by reference) consisting of **12** sheets with each sheet bearing the following general title: **Tolchester WWTP Influent Screen Replacement**
 - 7. *Not Used*
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages ___ to ___, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on April 25, 2023 (which is the Effective Date of the Contract).

Owner:

County Commissioners of Kent County,
Maryland

(typed or printed name of organization)

By:

Ronald H. Fithian
(individual's signature)

Date:

04/25/23
(date signed)

Name:

Ronald H. Fithian

(typed or printed)

Title:

President

(typed or printed)

Attest:

Sandra M. Blackiston
(individual's signature)

Title:

Sandra M. Blackiston
(typed or printed)

Address for giving notices:

709 Morgnec Road

Chestertown, MD 21620

Designated Representative:

Name:

Michael S. Moulds, P.E.

(typed or printed)

Title:

Director of Public Works

(typed or printed)

Address:

709 Morgnec Road

Chestertown, Maryland 21620

Phone:

(410) 778-2600

Email:

mmoulds@kentgov.org

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

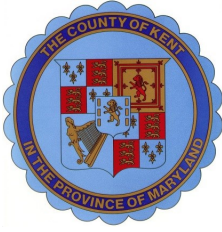
(where applicable)

State:

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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and American Society of Civil Engineers. All rights reserved.

Page 7 of 7



American Rescue Plan Act (ARPA) Funds Spend Plan 4/25/2023 County Commissioners Meeting

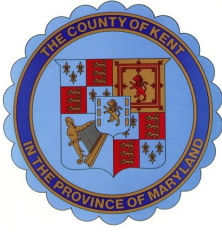
ATTACHMENTS:

Description

4-18-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
4/18/2023

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		652,897			
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,930,144</u>		<u>\$ 2,967,247</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (163,367)</u>		<u>\$ 799,530</u>	



Worton Park Playground Equipment Purchase 4/25/2023 County Commissioners Meeting

Item Summary:

Contract Award

ATTACHMENTS:

Description

04.25.23 Worton Park Playground Equipment Purchasing Contract Between County and Contractor,
Playground Specialist, Inc. Contract #23GMPLAY0623



WORTON PARK PLAYGROUND EQUIPMENT PURCHASING CONTRACT BETWEEN COUNTY & CONTRACTOR

This Contract, made this 25th 1st day of April 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the "OWNER", and Playground Specialists, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all labor, materials, equipment, and transportation necessary and required for the purchase of specified playground equipment for Worton Park, located at 11041 Worton Road, Worton, Maryland 21678, in accordance with the contract details outlined in a pre-existing contract between Sourcewell and PlayPower, Inc. in Solicitation Number: RFP # 010521. The CONTRACTOR agrees to piggyback on Contract # 010521 (see Exhibit C) within their proposal number 28262E, dated March 17th, 2023 (see Exhibit B) and throughout this Contract Term.
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall begin the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed and shall complete the same work within thirty (30) calendar days unless the period for completion is extended, as provided for in the general conditions (see Exhibit A).
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein and mutually agreed upon, in accordance with the unit pricing provided in the Proposal number 28262E, dated March 17th, 2023, as provided by the CONTRACTOR (see Exhibit B).
6. **INVOICING PROCEDURES.** CONTRACTOR shall furnish to the OWNER, before beginning any work, a current W-9 Federal Request Form for Taxpayer Identification Number and Certification, to ensure the correct remittance address for payments and/or Contract Documents. Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed and product that is installed to the OWNER, and the date of which such work took

place. Additionally, each invoice should be dated and submitted in a timely fashion, and according to an invoice schedule that is mutually agreed upon.

All invoices shall be submitted either electronically at ckelmartin@kentgov.org or manually to:

Kent County Department of Public Works
Attention: Cathy Kelmartin
Grounds Maintenance Division
709 Morgnec Road
Chestertown, MD 21620

7. CONTRACT EXTENSION. This Contract is not eligible for extension.
8. The Contract Documents include the following:
 - A. Exhibit A - County General Terms & Conditions.
 - B. Exhibit B - Contractor's Proposal.
 - C. Exhibit C - Contract # 010521 (Piggyback Document).
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions (see Exhibit A) and in such amounts as required by Section 6 of the Contract Documents.
10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST

Jonya L. Thomas

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: Ronnie Fithian
Ronald H. Fithian - President
Kent County Commissioner's Office

WITNESS/ATTEST

Eric Black

PLAYGROUND SPECIALISTS, INC. (CONTRACTOR)

By: [Signature]

Vice President of Sales

Title



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year

after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending

the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.

EXHIBIT B



Playground Specialists Inc
29 Apples Church Road
Thurmont, MD 21788
(800) 385-0075
www.playspec.com

ADDRESS

KENT COUNTY PARK &
RECREATION
ATTN: DANIEL MATTSON
11041 WORTON ROAD
WORTON, MD 21678

SHIP TO

WORTON PARK
OPTION #2
C/O PLAYGROUND
SPECIALISTS

Proposal 28262E

DATE 03/17/2023

SALES REP

ERIC BLACK

TYPE	QTY	RATE	AMOUNT
NOTE SOURCEWELL CONTRACT #010521-LTS			
GRADING LIGHT GRADING TO PREP AREA FOR NEW EQUIPMENT AND SURFACING - ALL MATERIALS TO REMAIN ON SITE	1	1,500.00	1,500.00
PLAYWORLD EQUIPMENT 350-1812 - CHALLENGER PRE-DESIGN PLAY STRUCTURE	1	18,256.00	18,256.00
PLAYWORLD EQUIPMENT 350-2178 - CHALLENGER PRE-DESIGN PLAY STRUCTURE	1	49,026.00	49,026.00
DISCOUNT PLAYWORLD SALE DISCOUNT OFF LIST PRICES ABOVE - VALID THRU JUNE 30, 2023 - INCLUDES FREE FREIGHT - EXCEEDS SOURCEWELL CONTRACT 10% DISCOUNT OFF LIST PRICES	1	-18,985.00	-18,985.00
PLAYWORLD EQUIPMENT ZZXX0065 - SPIN CUP	1	1,045.00	1,045.00
PLAYWORLD EQUIPMENT ZZXX0721 - SPRING DUCK	1	1,375.00	1,375.00
PLAYWORLD EQUIPMENT ZZXX0741 - SPRING TURTLE	1	1,379.00	1,379.00
PLAYWORLD EQUIPMENT ZZXX0495 - SPRING RIDER FOOTER FRAME	2	239.00	478.00
PLAYWORLD EQUIPMENT ZZXX0818 - 8FT SINGLE POST SWING ASSEMBLY	1	1,499.00	1,499.00
PLAYWORLD EQUIPMENT ZZXX0819 - 8FT SINGLE POST SWING ADD-A-BAY	1	1,029.00	1,029.00
PLAYWORLD EQUIPMENT ZZXX0260 - BELT SWING SEAT W/ CHAIN TO 8FT HEIGHT	2	155.00	310.00

TYPE	QTY	RATE	AMOUNT
PLAYWORLD EQUIPMENT ZZXX0265 - ENCLOSED INFANT SWING SEAT W/ CHAIN TO 8FT HEIGHT	2	269.00	538.00
PLAYWORLD EQUIPMENT ZZCH0038GZ - 3.5" OD X 148" GROUND ZERO POST	2	289.00	578.00
PLAYWORLD EQUIPMENT ZZCH8450 - THE SKY LINK	1	1,009.00	1,009.00
PLAYWORLD EQUIPMENT ZZCH0149 - STEP AROUND	2	285.00	570.00
PLAYWORLD EQUIPMENT ZZUN7140 - 12" STATIONARY BUTTON	1	525.00	525.00
F-123 COMMUNICATION BOARD	1	4,440.00	4,440.00
DISCOUNT SOURCEWELL CONTRACT 10% DISCOUNT OFF PLAYWORLD LIST PRICES ABOVE	1	-1,477.50	-1,477.50
APS-ADAHalfRamp APS ACCESSIBLE HALF RAMP	2	725.00	1,450.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY - INCLUDES RELOCATION OF EXISTING PLASTIC BORDERS AS NEEDED	1	29,934.00	29,934.00
WOODCARPET PROVIDE AND SPREAD 157 CY WOODCARPET EWF AT 9" COMPACTED DEPTH	157	48.00	7,536.00
FREIGHT FREIGHT ON NON-SALE PLAYWORLD EQUIPMENT, COMMUNICATION BOARD, RAMPS, AND WOODCARPET	1	3,275.00	3,275.00

NOTE

REMOVAL OF EXISTING EQUIPMENT (INCLUDING
FOOTINGS) AND SURFACING TO BE DONE BY OTHERS
PRIOR TO INSTALLATION

*Net 30 w/ PO

*3% service charge for all credit card payments.

*Pricing only guaranteed for 30 days

*Absolutely no engineering, permit fees, bonding, or additional
insurance included in above pricing unless specified on line item.

*Additional mobilization, poor soils, limited access, or utility
issues may result in change orders.

*Standard lead times always apply. Contact sales agent for
details.

**Sign and return when approved. Thank you!

SUBTOTAL 105,289.50

TAX (0%) 0.00

TOTAL \$105,289.50

Accepted By 

Accepted Date 3/20/23

Fax # 301-271-9239 or Email: sales@playspec.com

EXHIBIT C**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to 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 Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell'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 Sourcwell during such time of access. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with 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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor 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. Vendor 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, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

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

The Vendor 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 Vendor'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.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. 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 this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

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

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 Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), 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-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or 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 Contract. Vendor 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 also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

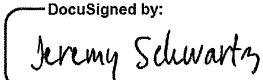
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

22. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:

By: B286C633F68749C...
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

Date: 2/15/2021 | 10:36 PM CST

Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
Address: 11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
Contact: Christine Stepp
Email: christine.stepp@playpower.com
Phone: 570-259-5466
HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
Submitted On: Tuesday January 05, 2021 16:13:14
Submitted By: Christine Stepp
Email: christine.stepp@playpower.com
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address: 149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: - o Miracle Recreation Equipment Company - o Little Tikes Commercial - o Playworld - o Wabash Valley - o EZ Dock - o USA Shade & Fabric Structures - o Soft Play - o Playtime - o No Fault - o Tayplay - o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	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.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	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?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	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.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																							
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018																																							
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																							
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																							
19	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?	<table><tr><td>2018</td><td>2019</td><td>2020</td></tr><tr><td>CMAS \$429,901.58</td><td>-</td><td>-</td></tr><tr><td>COA -</td><td>\$205,565.74</td><td>\$55,895.35</td></tr><tr><td>COSTARS \$102,812.68</td><td>\$376,404.54</td><td>\$351,116.88</td></tr><tr><td>DE USAGE \$5,690.00</td><td>\$17,322.82</td><td>\$10,690.00</td></tr><tr><td>NJ STATE \$295,687.34</td><td>\$442,753.06</td><td>\$239,850.35</td></tr><tr><td>PREP -</td><td>\$237,565.00</td><td>\$561,812.00</td></tr><tr><td>SOURCEWEL \$38,840,671.82</td><td>\$29,092,389.51</td><td>\$26,043,818.71</td></tr><tr><td>HGAC \$1,192,953</td><td>\$236,858</td><td>\$87,436</td></tr><tr><td>NASPO \$2,256,692</td><td>\$946,192</td><td></td></tr><tr><td>\$288,288</td><td></td><td></td></tr><tr><td>KPN \$212,068</td><td>\$15,496</td><td></td></tr><tr><td>\$2,703</td><td></td><td></td></tr></table>	2018	2019	2020	CMAS \$429,901.58	-	-	COA -	\$205,565.74	\$55,895.35	COSTARS \$102,812.68	\$376,404.54	\$351,116.88	DE USAGE \$5,690.00	\$17,322.82	\$10,690.00	NJ STATE \$295,687.34	\$442,753.06	\$239,850.35	PREP -	\$237,565.00	\$561,812.00	SOURCEWEL \$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC \$1,192,953	\$236,858	\$87,436	NASPO \$2,256,692	\$946,192		\$288,288			KPN \$212,068	\$15,496		\$2,703		
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\$2,703																																									
20	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?	<table><tr><td>2019</td><td>2018</td><td>2017</td><td></td><td></td><td></td></tr><tr><td>GS-03F-072GA</td><td>Miracle Recreation</td><td>\$14,061</td><td>\$94,426</td><td>\$157,563</td><td></td></tr><tr><td>GS-03F-055AA</td><td>Little Tikes Commercial</td><td>\$41,812</td><td>\$12,788</td><td>\$74,698</td><td></td></tr><tr><td>GS-03F-0071T</td><td>Playworld</td><td>\$8,680</td><td>\$78,008</td><td>\$84,356</td><td></td></tr><tr><td>GS-03F-0001U</td><td>USA Shade</td><td>\$75,248</td><td>\$183,919</td><td></td><td></td></tr><tr><td>\$246,227</td><td></td><td></td><td></td><td></td><td></td></tr></table>	2019	2018	2017				GS-03F-072GA	Miracle Recreation	\$14,061	\$94,426	\$157,563		GS-03F-055AA	Little Tikes Commercial	\$41,812	\$12,788	\$74,698		GS-03F-0071T	Playworld	\$8,680	\$78,008	\$84,356		GS-03F-0001U	USA Shade	\$75,248	\$183,919			\$246,227								
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GS-03F-0001U	USA Shade	\$75,248	\$183,919																																						
\$246,227																																									

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	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.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld -Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	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?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns • Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.
35	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.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry— which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials. • PlayPower meets ISO 9001, ISO 14001 Standards • Other environmental initiatives: • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns	*																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*																																							
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: <table><tr><td>Happy Playgrounds</td><td>WBE</td><td>AR, OK</td></tr><tr><td>Imagine Nation</td><td>WBE</td><td>IL</td></tr><tr><td>Jefcoat Recreation</td><td>WBE</td><td>MS</td></tr><tr><td>Metro Recreation</td><td>VOSB</td><td>MD, WV</td></tr><tr><td>Miracle of KY & TN</td><td>WBE</td><td>KY, TN</td></tr><tr><td>Playworx</td><td>VOSB</td><td>FL, GA</td></tr><tr><td>Recreation Plus</td><td>DBE, SBE, WMBE</td><td>CO, WY</td></tr><tr><td>Site Specifics</td><td>WBE</td><td>MA</td></tr><tr><td>Hahn Enterprises</td><td>WMBE</td><td>LA, AR</td></tr><tr><td>MTS Recreation</td><td>WBE</td><td>VA</td></tr><tr><td>Pelican Playground</td><td>WMBE</td><td>LA, MS</td></tr><tr><td>Hasley Recreation</td><td>WBE</td><td>AI, GA</td></tr><tr><td>Miller Recreation</td><td>VOSB</td><td>C. FL</td></tr></table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL	*
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41	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?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	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?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	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?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.
54	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.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate
56	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.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.
57	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.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work

Table 14B: 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	
66	Playground equipment, site furnishings, site amenities, and accessories.	☒ Yes ☐ No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	☒ Yes ☐ No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	☒ Yes ☐ No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	☒ Yes ☐ No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	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.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. 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. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☒	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☒	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☒	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☒	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☒	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☒	2



Playworld Equipment Prices and Labor Rates
Sourcewell RFP #010521 Equipment Pricing & Labor Rates

1/1/2021

FOB ORIGIN (FREIGHT NOT INCLUDED)

Playground Structures, Fitness Equipment, Early Childhood, Site Amenities, Rock & Ropes, Shade	All 50 states & Canada	Any Order Amount	LIST Less 10%
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Replacement Parts & Hardware	All 50 states & Canada		LIST Less 2%
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Custom Equipment			
Level 1 Customs	Priced not to exceed \$10,000		
Level 2 Customs	Priced from \$10,001 - \$25,000		
Level 3 Customs	Priced from \$25,001 - \$50,000		
Level 4 Customs	Priced from \$50,0001 - \$100,000		
Level 5 Customs	Priced from \$100,001 - \$250,000		

Turnkey Solutions:

Equipment Installation	Priced from 30% - 65% of Equipment List Price. Pricing can vary greatly by state/province and across the various regions of the country					
Demo & Removal of Existing Equipment	Priced from \$2500 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country					
Site Preparation	Priced from \$2500 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country					
Planning & Design Services	Priced from \$0 - \$2500 per day. Pricing can vary greatly by state/province and across the various regions of the country					
Engineered Wood Fiber Surfacing	Priced from \$38 - \$58 per cubic yard. Pricing can vary greatly by state/province and across the various regions of the country					
Poured in Place Rubber Surfacing	Priced not to exceed \$20 per square foot. See separate price schedule					
Playground Turf	Priced not to exceed \$22 per square foot					
Rubber Tile Surfacing	Priced not to exceed \$24 per square foot					
Community Build Layout & Supervision	Priced from \$750 - \$1000 per man day plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country					
Maintenance & Repairs	Priced from \$60 - \$75 per man hour plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country					
Bonding	Not to exceed 5% of billed amount					

Notes:

1) All equipment to be installed in accordance with specifications by PlayPower factory-certified professional installers
2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed
3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made
4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation
5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs
6) Equipment installation pricing excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; and drainage provisions. Call local representative for an estimate for site services
7) Building Permits, if required, shall be charged at the provider's cost

PlayPower Equipment Volume Rebates:

PlayPower offers the following customer volume rebate based on the calendar year:

\$500,000 to \$999,999	1% Rebate
\$1,000,000 to \$1,499,999	2% Rebate
\$1,500,000 and above	3% Rebate



RFP #010521
REQUEST FOR PROPOSALS
for
Playground and Water Play Equipment with Related Accessories and Services

Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 10, 2020
Pre-proposal Conference:	December 3, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	December 23, 2020, 4:30 p.m., Central Time
Proposal Due Date:	January 5, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 5, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Playground and Water Play Equipment with Related Accessories and Services, including, but not to be limited to:

- a. Playground equipment, site furnishings, site amenities, and accessories;

- b. Water play and aquatic recreational structures and equipment, such as splash pads, waterparks, waterslides, playable fountains, ground sprays and activity towers;
 - c. Playground surfacing and fall protection, and water play and aquatic recreational surfacing; and,
 - d. Services related to the solutions described in subsections 1. a. - c. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- 1. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
 - 2. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
 - 3. Flooring Materials, with Related Supplies and Services (RFP #080819)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Rev. 2/2020

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;

- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



11/12/2020

Addendum No. 1

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture site amenities such as tables, bollards, benches, trash receptacles and more. We do not manufacture playgrounds or water play equipment. Based on this, can we bid as a provider of the equipment and installation of our product scope?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

Question 2:

Do we need to be able to provide all the items listed in the Requested Equipment, Products, or Services to respond to the RFP?

Answer 2:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/12/2020, is required at the time of proposal submittal.



11/13/2020

Addendum No. 2

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer's representative in New York. Will that disqualify us from an award?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Participating Entities. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details. Each proposal is evaluated based on the criteria stated in the RFP.

Question 2:

Are you looking for pour in place rubber surfacing? This will be hard to provide, as it is dependent on the equipment being used for fall height and location of the playground or park.

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.



11/19/2020

Addendum No. 3

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this RFP the same as the previous Recreation and Playground Equipment, Accessories, and Supplies contract that expires on 4/14/21?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.



12/7/2020

Addendum No. 4

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a manufacturer with dealers and sales partners in many states and provinces. If awarded a contract, are we able to assign the contract to the local partner so that we do not need to be registered to collect tax in every state and province?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/7/2020, is required at the time of proposal submittal.



12/18/2020

Addendum No. 5

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Table 5 required for submission? Will bid be considered incomplete without it?

Answer 1:

It is left to the discretion of each proposer to determine the documentation necessary to satisfy all the requirements included in the questionnaire tables. All proposals are evaluated based on the criteria as stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/18/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 6

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we email our financial statements to a procurement representative for review rather than submitting in the portal?

Answer 1:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

Question 2:

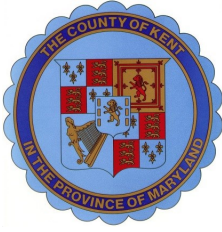
Are you selecting multiple suppliers for award?

Answer 2:

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.



Engineering 4/25/2023 County Commissioners Meeting

Item Summary:

Approval of Bond Counsel Services

ATTACHMENTS:

Description

04.25.23 Engagement Letter, County Commissioners of Kent County, Maryland Bond Counsel- 2023 GO Bonds (Public Safety Facilities) McKennon, Shelton, & Henn, LLP

Damian J. Mark

401 East Pratt Street, Suite 2600
Baltimore, Maryland 21202
(410) 843-3540
damian.mark@mshllp.com

MS&H

April 4, 2023

Kent County Commissioners
400 High Street
Chestertown, Maryland 21620

Re: County Commissioners of Kent County, Maryland
Bond Counsel - 2023 GO Bonds (Public Safety Facilities)

Ladies and Gentlemen:

1. Introduction and Scope of Engagement. McKennon Shelton & Henn LLP (the “**Firm**”) is pleased to have the opportunity to represent, and continue to represent, the County Commissioners of Kent County, Maryland (the “**County**”) as Bond Counsel in connection with the County's financing of certain public safety facility projects (collectively, the “**Projects**”) through the issuance of a public offering of competitively bid general obligation bonds (the “**Bonds**”) in the approximate aggregate amount of \$30 million. In this letter, the words “you” and “your” refer to the County, and the words “we,” “us” and “our” refer to our Firm.

We look forward to assisting the County in effectively undertaking all of those activities customarily required for a publicly offering of competitively bid general obligation bonds. I will serve as your principal administrative contact. My office direct dial number is (410) 843-3540, **but the best way to reach me is on my mobile phone: (410) 262.1973.**

You may ask us to perform additional services beyond the engagement described above. If you do request such services, we may need to clear conflicts of interest and enter into a separate engagement with you. If the scope of our engagement changes, the terms set out in this agreement will apply unless we enter into a subsequent agreement with you. Otherwise, the Firm will proceed in reliance upon the description and terms set forth in this agreement. This engagement may be terminated by either party upon notice to the other, subject to the applicable Rules of Professional Conduct. To avoid any misunderstandings, it is the Firm's standard policy to set out the terms of our engagement at the outset of representation.

McKENNON SHELTON
& HENN LLP

BALTIMORE, MD • WASHINGTON, DC

Telephone: (410) 843-3500

Facsimile: (410) 843-3501

www.mshllp.com

2. Progress and Reporting. We will keep you reasonably informed concerning the representation and will communicate information and advice about significant developments in the matter. We may communicate via letter, telephone, cellular telephone, facsimile transmission or e-mail. You should feel free to communicate with us regarding any issue or matter that you feel deserves attention and we will endeavor to respond promptly. In order for us to assist you effectively and efficiently, we assume that you will continue to provide us with the factual information which relates to the subject matter of our engagement, and that you will make any appropriate business or technical decisions.

3. Fees and Costs. At your request, the Firm has agreed to assign hourly billing rates for each attorney and paralegal for this matter consistent with rates included in a competitively bid bond counsel contract executed between our firm and Baltimore County, Maryland. Specific information about the competitively bid contract with Baltimore County, Maryland (the "**Contract**") is included in Exhibit A attached hereto. The current assigned blended hourly rates under the Contract, which rates will apply to this engagement, are: \$250/hr. for attorneys and \$175/hr. for paralegals.

We anticipate and estimate that our fees with respect to the issuance of the Bonds for the Projects **will not exceed** \$45,000.00 and our fees will not exceed these limits without your consent. This estimate is based upon (i) the customary requirements for a competitively bid public offering of general obligation bonds, with due emphasis and consideration given to the fact that the County has not undertaken a primary public offering of tax-exempt or taxable bonds in decades, if at all, and (ii) the current hourly rates set forth above. We assign work to lawyers and paralegals that can provide the necessary services efficiently.

Our customary out-of-pocket expenses will be paid by you in addition to the payment of our legal fees.

Please note that we do offer fixed fee pricing for certain of our governmental issuers that annually issue publicly traded debt. Since the County is not a regular issuer of publicly traded debt, we are unable to offer such fixed fee pricing at this time. As provided above, however, we have included highly competitive hourly rates and an effective fee cap on the deal to assist the County for budgeting purposes. As a new issuer of publicly traded debt, we expect that the time and effort to complete the issuance and primary public offering of the Bonds for the County will be much greater than the time and effort needed to complete a similar bond transaction for a governmental issuer that regularly issues public debt each year (and for which the bond issuance process has become routine).

While we expect to provide a single invoice upon or soon after the consummation of the Bonds transaction, please note that we do reserve the right to bill the County on a quarterly basis, and would expect to exercise such right if the financing of the Projects is delayed.

4. Retainer. The Firm does not require a retainer in this matter at this time.

5. Arbitration of Disputes. We anticipate a harmonious and satisfactory attorney-client relationship. If any disputes arise between us, we shall submit them to binding arbitration, which shall proceed pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If you do not wish to agree to arbitrate any disputes with us, you should not sign this letter. Your agreement to arbitrate is not necessarily a condition of our agreement to represent you, and upon request, we will consider deleting the arbitration provision.

6. Prior Engagement Letters. This letter supersedes any and all prior engagement letters in connection with our services as Bond Counsel with respect to the scope of services described herein.

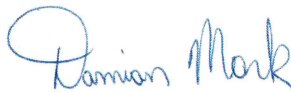
7. Records Retention and Disposal. At the conclusion of the legal services described in the first paragraph above, you may request that your file in this matter be sent to you. If so, the Firm reserves the right at its own discretion and expense to retain a copy of all or part of the files you request. If you do not request your file, then the Firm will store the file at its expense for a period of time that it deems is reasonable. Thereafter, unless we receive written instructions from you to the contrary, the Firm will destroy the file to maintain confidentiality.

If you have questions regarding any aspect of our arrangement or invoices, please call to discuss those questions with me.

If the scope of the services we are to provide you and the terms of the engagement are satisfactory, please confirm your agreement by executing the consent form below and returning one copy to me.

Thank you for choosing McKennon Shelton & Henn LLP to represent you.

Sincerely,



Damian J. Mark

I have read the engagement letter above and, on behalf of the County, accept the terms and conditions set forth therein.

Date: April 25, 2023



Ronald H. Fithian
President, Board of County Commissioners of Kent County

Exhibit A

Identification of Competitively Bid County Contract

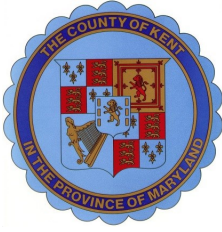
Name of Public Entity: Baltimore County, Maryland

RFP Date.: March 4, 2022

Services: Bond Counsel

Contract Date: August 1, 2022

Expiration Date: August 1, 2025



Engineering 4/25/2023 County Commissioners Meeting

Item Summary:

Resolution for Declaration of Intent

ATTACHMENTS:

Description

04.25.23 Resolution 2023-07 Declaring the Official Intent of the County Commissioners of Kent County, MD to Reimburse Expenditures to be Incurred with Respect to Certain Projects or Programs

RESOLUTION 2023-07
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND TO REIMBURSE EXPENDITURES TO BE INCURRED WITH RESPECT TO CERTAIN PROJECTS OR PROGRAMS OR FROM CERTAIN FUNDS WITH THE PROCEEDS OF DEBT TO BE ISSUED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND.

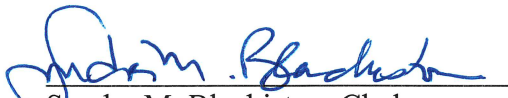
WHEREAS, to facilitate an efficient borrowing program, the County Commissioners of Kent County, Maryland (the "Issuer") intends to expend money on certain projects or programs or from certain funds prior to the issuance of debt by the Issuer for such purposes; and

WHEREAS, the issuer intends to reimburse such expenditures from the proceeds of debt to be issued by the Issuer; and

WHEREAS, to comply with the requirements contained in Section 1.150-2 of the Income Tax Regulations, it is necessary, in order to reimburse such expenditures with the proceeds of tax-exempt debt, that the Board of the Issuer declare the official intent of the Issuer to make such a reimbursement of expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the County Commissioners of Kent County, Maryland that, as evidence by this Resolution, the Issuer intends to expend money on various infrastructure improvements in Kent County, Maryland prior to the issuance of bonds or other debt obligations to reimburse such expenditures. The Issuer reasonably expects to issue debt obligations for the projects identified in Exhibit A in the amount identified therein.

ATTEST:


Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member

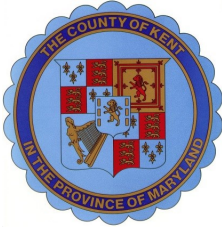

John F. Price, Member

ADOPTED: April 25, 2023

Exhibit A

Description of Projects: Construction, acquisition, renovation, improvement, equipping and related costs of public safety facilities in Kent County, Maryland, including, without limitation (i) public safety offices supporting the Kent County's Sheriff's Office and the Office of Emergency Services/911; and (ii) the Kent County Government - Detention Center, such projects being known as "Kent County Sheriff's Office/911 Center & EMS" and "Kent County Detention Center Addition and Renovation, respectively (collectively, the "Project").

Borrowing Amount for the Project: \$29,000,000



Water and Wastewater Division
4/25/2023
County Commissioners Meeting

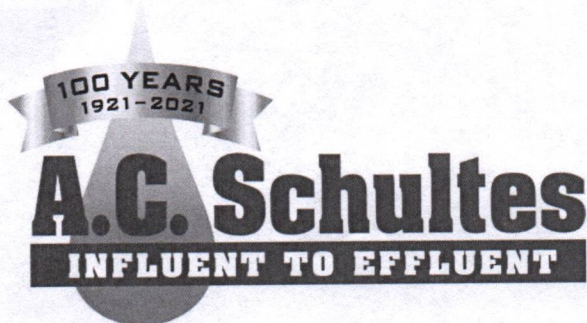
Item Summary:

Redevelopment of Fairlee Well #2

ATTACHMENTS:

Description

04.25.23 A.C. Schultes of Delaware, Inc. Fairlee Well #2 Redevelopment ACSD Quote JO#909



A.C. Schultes of Delaware, Inc.
P.O. Box 188 – 16289 Sussex Highway
Bridgeville, Delaware 19933
24 Hour Service
(302) 337-8254
Fax: (302) 337-8234

March 1, 2023

Ms. Kim Middleton
Kent County Maryland
709 Morgnec Road
Suite 201
Chestertown, MD 21620

RE: FAIRLEE WELL #2 REDEVELOPMENT
ACSD QUOTE JO#909

Dear Ms. Middleton:

Per your recent conversation with Mr. Rick Schultes of our firm, A.C. SCHULTES OF DELAWARE, INC. is pleased to quote you on redeveloping Fairlee Well #2 including:

- Perform one (1) hour step test to determine pumps current condition
- Perform one (1) hour pre-redevelopment constant rate test to determine present flow capabilities
- Remove existing submersible pump, motor, drop pipe and wire and perform above ground inspection of equipment and provide a detailed report outlining our findings and recommendations for your consideration
- Prepare well for TV inspection and perform 360° TV inspection of well
- Install 8" wire brush and wire brush entire casing and screen to remove any iron or scale buildup
- Remove 8" wire brush and install 6" wire brush and airlift well
- Remove 6" wire brush and install high velocity jetting tool and submersible pump
- High velocity jet entire screened area while pumping submersible unit
- Remove jetting equipment and install 6" swab
- Swab and airlift entire screened area to loosen and remove any materials dislodged during jetting and retighten gravel pack

- Remove swab and re-install submersible pump, motor, drop pipe and wire
- Perform one (1) hour post-redevelopment test to determine flow capabilities

The following is a cost breakdown to perform the above subject work:

- Labor to remove and reinstall submersible pump and perform high velocity jetting and swabbing of well with pre and post redevelopment testing \$31,200.00
- High velocity jetting pump rental (lump sum). \$2,150.00
- 360° pre-redevelopment TV inspection (lump sum). \$1,400.00
- Perform above ground inspection of pumping equipment. \$450.00

TOTAL ESTIMATED COST TO PERFORM THE ABOVE SUBJECT WORK. . . . \$35,200.00

Please be advised the above subject quote is based on the following:

- 1) Pricing does not include any repairs or replacement parts for submersible pump system. Once the inspection is complete, we will provide a detailed report with findings and recommendations for your consideration.
- 2) Our payment terms are Net 30 Days. All unpaid invoices beyond 30 days will be assessed a 1.5% finance charge per month. We also accept Visa and MasterCard credit card payments. If payment is made with a credit card, please add 3.5% to total invoice amount for credit card processing
- 3) This proposal may be withdrawn or renegotiated by our firm if not accepted within 30 days

Thank you for allowing our firm the opportunity to submit a proposal on this project. Authorization to proceed can be given by signing the attached authorization form and returning it to my attention at P.O. Box 188, Bridgeville, DE 19933, faxing it to 302-337-8234 or e-mailing it to joursler@acsde.net.

Respectfully,

A.C. SCHULTES OF DELAWARE, INC.

Jory Oursler
President

JO\bh

AUTHORIZATION TO PROCEED

I, Ronald H. Fithian, representing The County Commissioners of Kent County

hereby authorize A.C. SCHULTES OF DELAWARE, INC. to proceed with the scope of work as described in their proposal dated, March 1, 2023.

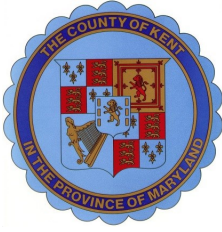
Signed: Ronnie Fithian Date: 04/28/23

Printed: Ronald H. Fithian Witnessed: Sidram Blackish

PO # _____ E-Mail for Invoicing: _____

ACSD QUOTE JO#909

TAX EXEMPTION CERTIFICATE #



Procedures For Public Comment 4/25/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments

04.25.23 Public Comments Sign In Sheet

Press and Public Comments

Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

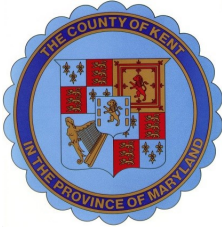
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter pertaining to County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620

**PUBLIC COMMENTS
SIGN IN SHEET
April 25, 2023**

NAME (please print)	ADDRESS	TOPIC



**Robert "Andy" Glenn, President, Rock Hall Volunteer Fire Company
4/25/2023
County Commissioners Meeting**

Item Summary:

Request for Vehicle Surplus

ATTACHMENTS:

Description

04.25.23 Robert (Andy) Glenn, President, Rock Hall Volunteer Fire Company, EMS Chase Unit KEMS 96



Rock Hall Volunteer Fire Company

21500 Rock Hall Ave.
PO Box 577
Rock Hall, MD 21661



Kent County Commissioners
Commissioners Office
400 High St.
Chestertown, MD

Dear Commissioners,

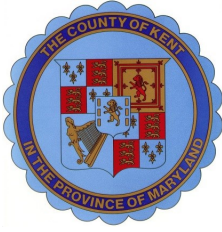
It has come to our attention that Kent EMS will soon be replacing several of its older EMS chase units with new vehicles. The Rock Hall Volunteer Fire Company (RHVFC) is interested in acquiring one of the units Kent EMS is about to replace. We would prefer to acquire the unit currently designated as KEMS 96, but would be happy with either.

Our plan is to equip and operate this vehicle as a Basic Life Support (BLS) chase unit, complete with backboards, oxygen, first aid materials, and other BLS equipment. This BLS chase unit will allow us to bring volunteer EMS personnel to the scene of a call to relieve or supplement County-paid staff without having to tie up any of our fire suppression units. It will also be used to provide EMS support to local public events such as the Bi-annual Triathlon, Waterman's Day, Fireworks, and FallFest, to name a few. We will be able to provide quality medical care on emergency responses that occur during those times when our ambulances are committed to other calls. In addition, RHVFC responds to many water related emergencies. Our first due area covers over 30 miles of the Chesapeake Bay shoreline. As you may know, many of these incidents may be called in stating they are in the area of Tolchester but actually could be closer to East Neck Island. This unit will give us the ability to have EMS units in Tolchester Marina, at the bulkhead in Rock Hall as well as on East Neck Island if the need arises. This will decrease the time it takes to get EMS personnel and equipment to a potentially life saving emergency.

We would be very grateful if you would consider donating one of the two older Kent EMS units to the RHVFC to support our continued efforts to provide quality emergency medical care to the citizens in our first-due response area.

Thank you,

Robert "Andy" Glenn
President
Rock Hall Volunteer Fire Company



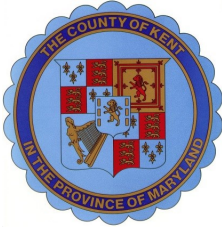
Contingency and Use of Fund Balance Report 4/25/2023 County Commissioners Meeting

ATTACHMENTS:

Description

4-18-2023 Commissioner Report Contingency

CONTINGENCY					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
6/14/22	Upper Shore Aging	\$ 15,000	To secure a grant funded prgram		
6/14/22	Circuit Court/Building and Grounds	25,000	Arch Design-lobby expansion design phase		
8/9/22	Circuit Court/Building and Grounds	11,291	Asbestors Abatement - Court House - asbestors insulation around exposed heat pipes		
9/6/22	Kent Ag Center, Inc.	7,385	Kent Ag Center-Pavilion Roof		
9/6/22	Kent Ag Center, Inc.	9,600	Kent Ag Center-pavilion electrical work		
9/6/22	LPPI Parks	20,000	Worton Park multipurpose field lighting project		
9/6/22	Kent Ag Center, Inc.	1,000	Kent Aq Center-asbestos assessment report of two buildings at Kent Aq Center		
9/27/22	Kent Ag Center, Inc.	1,625	Kent Aq Center-asbestos assessment report of two buildings at Kent Aq Center		
12/13/22	Office of Finance	28,275	Central Square Payments-Web Enablement, Click2Gov Tax & CIS, Accounts Receivable		
2/7/23	Water & Wastewater Fund	18,650	Edesville sewer service district-Parcel 46 Lover's Lane construction of sewer service line to the manhole		
2/28/23	Commissioners Office	14,000	Greenwill Consulting Group, Inc. Contract costs \$33,000. remainder of contract in FY24		
2/28/23	Office of Finance	3,465	Central Square Payments-3rd module \$2340 Paymentus-5 devices @ \$1125 ea		
3/8/23	Water & Wastewater Fund	6,850	Fairlee Water Plant-replacement of water treatment filter media		
3/14/23	Parks and Recreation	23,640	Millinaton pool replaster		
3/14/23	Parks	4,500	Fencing around Granarvy Building		
4/4/23	The Chestertown Tea Party	10,000	Wi-Fi assistance for The Chesterown Tea Party festival		
-		-			
-		-			
-		-			
-		-			
-		-			
-		-			
-		-			
-		-			
TOTAL		\$ 200,281			
BEGINNING CONTINGENCY BUDGET		\$ 400,000			
ENDING CONTINGENCY BALANCE		\$ 199,719			
USE OF FUND BALANCE					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
07/01/2022	State Attorney's Office	8,000	Increase in State Attorney's Salary		
07/01/2022	Sheriff's Office	6,400	Increase in Sheriff's Salary		
09/20/2022	Detention Center	16,794	Opioid Use Disorder (OUD) Treatment Initiative. additional costs of employee benefits.		
11/15/2022	Water & Wastewater Fund	71,672	Utility Tech position-salary and benefits		
12/13/2022	Emergency Medical Service	152,794	EMT (2) positions-salary and benefits		
12/13/2022	Office of Finance	19,172	Central Square Payments, Web Enablement Fusion, Click2Gov Tax & CIS, Accounts Receivable		
02/14/2023	Human Resources	96,883	New HR Coordinator position		
TOTAL		\$ 371,715			
USE OF FUND BALANCE					
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.					



Shelley Heller, County Administrator
4/25/2023
County Commissioners Meeting

Item Summary:

Personnel, Boards and Committees

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description