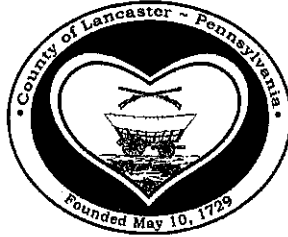


# **LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA**

**Wednesday, June 3, 2020**

**9:15 a.m. – Lancaster County Government Center**

**Room 701, 7<sup>th</sup> Floor**



The Commissioners' Meeting will be held at the Lancaster County Government Center, Conference Room 701, 7<sup>th</sup> floor. The meeting will be broadcast live on the County's website and the County's Facebook page. The link for the County's website is <https://vimeo.com/417285504>. Public is encouraged to submit questions for the Board in advance of the meeting by e-mailing [commissioners@co.lancaster.pa.us](mailto:commissioners@co.lancaster.pa.us). Please include your first and last name and municipality or organization.

1. Meeting Called to Order: \_\_\_\_\_ This morning's meeting will be conducted by Commissioner Joshua G. Parsons.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the April 15, 2020 Commissioners' Meeting Minutes. Postpone approval of the May 6, 2020 Commissioners' Meeting Minutes, May 13, 2020 Commissioners' Meeting Minutes and May 20, 2020 Commissioners' Meeting Agenda.
4. Executive Session Announcement
5. Old Business:
  - a. **Re-announcement:**
    - The Evening County Commissioners' Meeting scheduled for Wednesday, June 17, 2020 at 7:00 p.m. at Sadsbury Township Municipal Building has been cancelled and will be rescheduled at a later date.
6. New Business:
  - a. **Announcement:**

There will be a County Commissioners' Meeting held on Wednesday, June 17, 2020 at 9:15 am. in Conference Room 102/104, first floor, Lancaster County Government Center Annex.

"continued"

County Commissioners' Meeting Agenda

Wednesday, June 3, 2020

Page 2

- b. **Resolution No. 42 of 2020 – Bid Award for Bulk Delivery of Gas, Diesel Fuel and #2 Heating Oil for the County of Lancaster and Members of the Lancaster County Cooperative Purchasing Board**  
Jim Fasnacht, Senior Buyer, Purchasing  
Denise Hoffman, Assistant Buyer, Purchasing
- c. **District Attorney's Office – Victim/Witness Services – Grant Agreement for Victims of Crime Act (VOCA) Funding**  
Pamela Grosh, Director, Victim/Witness Services, District Attorney's Office
- d. **Emergency Management Agency – Agreement for Hazardous Materials Response Team Services**  
Philip Colvin, Director, Emergency Management Agency
- e. **Facilities Management Department – Proposal for Reconfiguration of Service Counter in Voter Registration Office**  
Robert Devonshire, Interim Director, Facilities Management, or  
Lawrence George, Chief Clerk
- f. **Information Technology Department and Purchasing Department – Purchase Order for Computer Equipment**  
Linda Schreiner, Senior Buyer, Purchasing  
Misty Witmer, Deputy Director IT Support Services, Information Technology
- g. **Purchasing Department – Software License Agreement and Software Maintenance Agreement – Addendum E - Prothonotary's CountySuite Civic Court Module PDF/A Conversion**  
Linda Schreiner, Senior Buyer, Purchasing  
Prothonotary Andrew Spade  
Susan Stewart, Project Management and Application Support Manager, Information Technology
- h. **Purchasing Department – Agreement for Fulfillment Services for Personal Protective Equipment (PPE) Kits for Lancaster County Small Businesses with fewer than 100 Employees**  
Linda Schreiner, Senior Buyer, Purchasing
- i. **Prison – Agreement for Upgrading of Body Cameras and Tasers**  
Linda Schreiner, Senior Buyer, Purchasing  
Tammy Moyer, Director of Administration, Prison

7. Business from Guests – Public Questions and Comments

8. Adjourn

*Note: The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website. We ask that attendees speak into the microphone at the podium for audio recording purposes.*

## RESOLUTION NO. 42 OF 2020

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_;

**WHEREAS**, Sealed proposals were received by the County of Lancaster and publicly opened and read on Wednesday, May 20, 2020 at 11:00 a.m. for bulk delivery of gas, diesel fuel and #2 heating oil for the County of Lancaster and members of the Lancaster County Cooperative Purchasing Board for a one-year period, effective July 1, 2020 through June 30, 2021, with a 30, 60 or 90 day extension option.

**NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS,** That contracts be awarded to the following companies, for the items and amounts specified, which are the lowest and/or best bids received, and are in accordance with the advertisements, specifications and bids received therefore, and contracts therefore directed to be drawn subject to the filing of performance bonds.

<u>Contracts Awarded To:</u>	<u>For:</u>	<u>Amounts:</u>
	<b>Bulk Delivery of Gas, Diesel Fuel and #2 Heating Oil for the County of Lancaster and Members of the Lancaster County Cooperative Purchasing Board for a One-Year Period, effective July 1, 2020 through June 30, 2021, with a 30, 60 or 90 Day Extension Option</b>	
Dixie Land Oil Co. LLC Rising Sun, Maryland	Group 1 – Line Item Nos. 1, 2, 4, 5 and 6	\$360,421.61
Talley Petroleum Enterprises, Inc. Grantville, Pennsylvania	Group 2 – Line Item Nos. 12, 12-a and 13	<u>\$155,860.84</u>
	<b>Total Award</b>	<b>\$516,282.45</b>
	<b>Lancaster County's Portion</b>	<b>\$ 15,055.65</b>

6/03/20

This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**  
**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Jim Fasnacht, Senior Buyer  
 Department: Purchasing  
 Date: 5/29/2020

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.) Bid Award –

**Provider Information: (Name, Address):** Dixie Land Oil Co. LLC  
281 East Main St.  
Rising Sun MD 21911  
Group 1 (All Lines): Lines #1; #2; #4; #5; #6 \$360,421.61

Talley Petroleum Enterprises, Inc.  
10046 Allentown Blvd.  
Grantville PA 17028  
Group 2 (All Lines): Lines #12; #12-a; #13 \$155,860.84

**Proposed Program Budget Information:**

<b>Service</b>	<b>2020-2021 Amount to be Approved</b>	<b>2019-2020 Amount</b>	<b>Amount Increase/ Decrease</b>	<b>Percent Increase/ Decrease</b>	<b>Percent Funding Source (Co., State, Fed)</b>
TOTAL AWARD	\$516,282.45	\$1,230,592.85	\$ 714,310.40	(58.0%)	
County Portion	\$ 15,055,65	\$ 31,119.08	\$ 16,063.43	(51.6%)	

**Term of Contract:** July 1, 2020 – June 30, 2021 with a 30, 60 or 90 day extension option

**Budget Comments:**

**Program Information:**

**Description of Service:**

Sealed bids were received by the Controller's Office for IFB #20-012 and publicly opened on Wednesday, May 20, 2020 at 11:00 AM. Per gallon BID prices were determined by applying their markup amounts to the Gross, Standard, Closing Report of the OPIS Wholesale Rack Report for Harrisburg for May 4, 2020. The two requested contract awards are to the two incumbent suppliers to the County and its Co-Op members.

The drastic lower 2020 OPIS prices from 2019 prices caused significant lesser dollar amounts to be awarded. Even though the fuel estimates for 2020-2021 were virtually the same as the previous contract years of 2019-2020.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
3	YES		YES	

**Amount of Change Order**

Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners'**

**Weds. June 3, 2020**

**To take official action on this item?**

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

**Jim Fasnacht, Senior Buyer  
Denise Hoffman, Assistant Buyer**

**Who will be in attendance at the County Commissioners' Meeting to comment on this item? Please include name and title:**

**Jim Fasnacht, Senior Buyer  
Denise Hoffman, Assistant Buyer**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the District Attorney's Office – Victim/Witness Services, to approve the following:

**Grant Agreement With:**

Pennsylvania Commission on Crime and Delinquency  
Harrisburg, Pennsylvania

**Purpose:**

To receive Victims of Crime Act (VOCA) funding to support salaries and benefits for the sexual assault/children's advocate position and for two advocate positions for domestic violence victims.

**Amount/Term:**

Not to exceed \$543,207.00 for the period October 1, 2020 through September 30, 2023 (100% Federal funding).

6/03/20

# REQUEST SUMMARY

## ITEMS FOR COMMISSIONERS' AGENDA ON June 3, 2020

from  
Victim/Witness Services (include department)

Item #	Name of Contract Provider	Term	Amount being Requested	Percent of Increase/Decrease	Goals (Define goals by percentages when applicable)	Trends
1.	PA Commission on Crime and Delinquency	10-1-2020 to 9-30-2023	\$543,207.00 in Federal Victims of Crime Act funds	0% increase		

**This completed document must be submitted to the Chief Clerk by 9:00 am the  
Wednesday prior to the County Commissioners' Work Session and Commissioners'  
Meeting. Please don't wait until the deadline to submit the request.**

**COVER SHEET FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Pamela Grosh  
 Department: Victim/Witness Services  
 Date: May 22, 2020

**Board Action Requested:** Victims of Crime Act (VOCA) Grant  
 (Specify Agreement, Amended Agreement, Grant App.,  
 Change Order, Bid Award etc.)

**Provider Information: (Name, Address):** PA Commission on Crime and Delinquency  
PO Box 1167  
Harrisburg, PA 17108-1167

**Proposed Program Budget Information:**

<b>Service</b>	<b>Amount to be Approved</b>	<b>Previous Amount</b>	<b>Amount Increase/ Decrease</b>	<b>Percent Increase/ Decrease</b>	<b>Percent Funding Source (Co., State, Fed)</b>
VOCA Victim Advocacy Project Combines the 2 previous VOCA grants: Victim Advocacy Project and Services for Underserved Victims	\$543,207.00 for 3 years	\$105,598.00 for 5 quarters and \$96,591.00 for 1 year	0	0%	100% Federal

10-1-2020 to 9-30-2023

**Term of Contract:** \_\_\_\_\_

**Budget Comments:** The funds will be used to cover the salaries and benefit cost for the victim advocates which are already in the 2020 budget.

**Description of Service:** Victim/Witness Services currently has 2 Victims of Crime Act (VOCA) grants. This grant combines the two grants into one three year grant. It funds salaries and benefits for our sexual assault/children's advocate and two advocates for domestic violence victims.



**Complete sections pertaining to bid awards and Request for Proposals: N/A**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

**Complete Sections Pertaining to Construction Projects: N/A**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners'**

June 3, 2020

**To take official action on this item?:**

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

Pamela Grosh, Victim/Witness Services

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Pamela Grosh, Victim/Witness Services

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings.**

**Exceptions to this deadline must be approved by the County Administrator.**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Emergency Management Agency, to approve the following:

**Agreement With:**

Haz Mat 2 Environmental Fire Rescue Company  
Manheim, Pennsylvania

**Purpose:**

To provide Hazardous Materials Response services by a County team, regional team or contract services.

**Amount:**

The total contract amount shall not exceed \$98,183.00. The contractor shall charge no more than the maximum rates set forth in the most current South Central Task Force's Cost Recovery Program as set forth in Exhibit B of this Agreement.

**Term:**

Effective June 3, 2020 through June 30, 2022.

6/03/20

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.**

**COVER SHEET FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Philip A. Colvin, Director  
 Department: Emergency Management  
 Date: May 27, 2020

**Board Action Requested:**  
 (Specify Agreement, Amended Agreement, Grant App.,  
 Change Order, Bid Award etc.)

**Provider Information: (Name, Address):** Haz Mat 2 Environmental Fire Resuce Co  
 101 Champ Blvd  
 Manheim PA 17545

**Proposed Program Budget Information:**

Service	2019-20 Amount to be Approved	2019-2020 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Haz Mat Services Agreement		\$98,183			100%

**Term of Contract:** Until June 30, 2022  
**Budget Comments:** All funding in 2020 Budget

**Program Information/Description of Service:**  
 All counties in Pennsylvania are required by law to provide Hazardous Materials Response Services. These services can be provided by a County Team, Regional Team or Contracted Services. Lancaster County has chosen to contract with Haz Mat 2 Environmental Fire Rescue Co (Haz Mat 2) to provide these services. Haz Mat 2 is an all volunteer team that has provided these services for many years to the county. Haz Mat 2 is a PEMA certified team capable of providing these services.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners'**

**To take official action on this item?:**

May 27, 2020

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

Philip A. Colvin, Director

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Philip A. Colvin, Director

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings.**

**Exceptions to this deadline must be approved by the County Administrator.**

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Facilities Management Department, to approve the following:

**Proposal With:**

Lobar Associates  
Dillsburg, Pennsylvania

**Purpose:**

To reconfigure the service counter in the Voter Registration Office to accommodate proper social distancing guidelines.

**Amount:**

\$40,502.00 (100% CARES Act funding).

6/03/20

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.**

**COVER SHEET FOR**

**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Robert Devonshire, Interim Director of Facilities  
 Department: Facilities Management  
 Date: May 27, 2020

**Board Action Requested:** Approval of proposal from Lobar modify the service counter in Voter Registration to accommodate an improvement in social distancing.  
 (Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

**Provider Information: (Name, Address):** Lobar Associates  
 PO Box 432  
 4 Barlow Circle  
 Dillsburg, PA 17019-0432

**Proposed Program Budget Information:**

Service	2020/2021 Amount to be Approved	2019/2020 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Request of \$40,502.00 of CARES Act. Funds	\$40,502.00				100% CARES Fund

**Term of Contract:** \_\_\_\_\_

**Budget Comments:** CARES Act Funds

**Program Information/Description of Service:**

Proposal from Lobar Associates to remodel the service counter for the Voters Registration Office. The current configuration does not provide enough area to accommodate adequate social distancing. The reconfiguration will allow adequate space for customers to approach the service counter while maintaining proper social distancing. This

modification will require a relocation of one office area to the rear of the Voters Registration suite.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
1	Y			CARES Act Funds

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners'**

June 3, 2020

**To take official action on this item?:**

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

Robert Devonshire, Facilities Management Interim Director

**Who will be in attendance at the County Commissioners Meeting to comment on this item? Please include name and title:**

Robert Devonshire, Facilities Management Interim Director

**This completed document must be submitted to the Chief Clerk by 9:00 am the Wednesday prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request. When there is a holiday, the request must be submitted no later than 12:00 noon on the Tuesday prior to the Meetings.**



MASTER BUILDERS

May 26, 2020

**Lancaster Court House**  
**North Duke Street**  
**Lancaster Pa 17603**

Attn: **Bob Devonshire**

Ref: **Voter Registration Interior Renovations**

**Dear Bob,**

*Lobar Associates Inc. is pleased to submit the following proposal to provide labor, materials, & equipment to remove existing walls, construct new GWB partition, install owner provided millwork and COVID-19 barriers on countertop. Following is the scope of work:*

- *Provide Lobar Associates Coordination*
- *Demo existing walls and existing millwork/countertops*
- *Construct new GWB partition with one (1) 3'-0" x 7'-0" HM door and frame*
- *Install owner provided cabinets to create front desk*
- *Supply and install new plastic laminate countertop approximately 24' x 30"*
- *Install 42" swing gate at the end of the countertop*
- *Provide an ADA accessible area within the front desk*
- *Supply and install COVID-19 barrier on the front desk countertop.*
- *Misc. drywall repairs as required*
- *Apply finish paint to new GWB partition, door, and frame*

*Our proposal for the above scope of work is **Forty Thousand, Five Hundred Two Dollars (\$40,502.00)***

**Clarifications/Exclusions:**

- *All permits, inspection fees and P & P bonds are excluded*
- *Any & all utilities hook ups excluded*
- *Standard Liability Insurance is included, Builders Risk Insurance is excluded*
- *Hazardous Materials/Conditions and/or Remediation thereof is excluded*
- *Unforeseen Materials/Conditions are excluded*
- *Weather conditions/protection are excluded*
- *Proposal is valid for 15 days*
- *Proposal is based on work being performed 7:00 AM - 3:30 PM Monday thru Friday*
- *Mechanical, plumbing, and electrical relocations are excluded*
- *Asbestos testing or removal is excluded*
- *Contractor shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. Contractor shall further be entitled to a change order for any and all time and costs associated with said epidemic(s)*
- *Schedule time frames and proposal value is pending any COVID-19 delays/impact costs.*
- *All testing by others*
- *Executed AIA Substantial Completion is required upon completion of the area/areas before occupancy*
- *Any work not specifically stated above is not part of this proposal*



4 BARLO CIRCLE P.O. BOX 432 DILLSBURG, PA 17019-0432  
 TEL: (717) 432-3429 FAX: (717) 432-7343 WWW.LOBARASSOC.COM



**Payment Terms:**

- Net 30 days from date of invoice, plus 1-1/2 % monthly.

Please feel free to contact our office if you have any questions. Thank you.

Respectfully,

*T. Michael Lyons*

**T. Michael Lyons**  
**Sr. Project Manager/Estimator**

TML:ajm

Copy: Lee E. Eichelberger, President  
Stephen E. Diller, Sr. V.P.  
Proposals 20

=====

AUTHORIZED OWNER'S CORPORATE REPRESENTATIVE:

I HEREBY CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF  
\_\_\_\_\_ AND AUTHORIZE THE ABOVE WORK TO BE COMMENCED.

CLIENT COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE DATE: \_\_\_\_\_

Name/Title \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Information Technology Department and Purchasing Department, to approve the following:

**Purchase Order With:**

CDW Government  
Chicago, Illinois

**Purpose:**

To purchase laptops and tablets to replace desktops which will enable County staff to telework and provide services, to meet the needs of several County agencies to increase remote meetings and communication capabilities, as well as overall security improvements

**Amount:**

\$935,618.00 (100% CARES Act funding).

6/03/20

This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**  
**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:**                      Name and Title:                      Linda Schreiner, Senior Buyer  
    Department:                              Purchasing  
    Date:                                        May 28, 2020

**Board Action Requested:**  
(Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)  
Purchase Approval  
**Provider Information: (Name, Address):**  
CDW Government  
75 Remittance Drive – Suite 1515  
Chicago, IL 60675-1515

**Proposed Program Budget Information:**

<b>Service</b>	<b>2020 Amount to be Approved</b>	<b>2009-2011 Amount</b>	<b>Amount Increase/ Decrease</b>	<b>Percent Increase/ Decrease</b>	<b>Percent Funding Source (Co., State, Fed)</b>
2020 Computer Equipment	\$935,618.00				CARES Act
Replacement being purchased through					
CDW-G					

**Term of Contract:**                      Purchase

**Budget Comments:** \_\_\_\_\_

**Program Information:** \_\_\_\_\_

**Description of Service:** \_\_\_\_\_

The current declaration of emergency has brought to light areas within the County that do not have the proper equipment to work remotely efficiently and effectively. Staff have resorted to using personal equipment to telework and provide services. The replacement of equipment also meets the needs of several agencies to increase remote meetings and communication capabilities, as well as overall improved security.

This request is to provide laptops and tablets to replace desktops of staff to enable staff to telework.

This proposal provides for (641) devices. Only desktop equipment is being replaced through this purchase.  
 This proposal utilizes COSTARS contract pricing.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners'**

**To take official action on this item:**

May 28, 2020

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

N/A

**Who will be in attendance at the County Commissioners' Meeting to comment on this item? Please include name and title:**

Linda Schreiner, Senior Buyer  
 Misty Witmer, Deputy Director IT Support Services

# QUOTE CONFIRMATION



**DEAR KELLY SPECE,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LKZJ172	5/20/2020	LKZJ172	0347530	\$935,618.00


QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>DELL CTO 5500 I5-8365U 500/16 W10P</u> Mfg. Part#: 3000047155817 Contract: MARKET	472	5772842	\$1,065.00	\$502,680.00
<u>DELL CTO MS116 WIRED KYB-MOUSE COMBO</u> Mfg. Part#: 3000041015359 Contract: MARKET	472	5618780	\$32.00	\$15,104.00
<u>DELL CTO DOCK- WD19 90W</u> Mfg. Part#: 3000058204844 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)	472	6018322	\$145.00	\$68,440.00
<u>DELL CTO 90W ADAPTER</u> Mfg. Part#: 3000058229804 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)	472	6024054	\$66.50	\$31,388.00
<u>DELL CTO PRO SLIM BKPK 15 PO1520CS</u> Mfg. Part#: 3000045189240 Contract: MARKET	472	5735142	\$27.50	\$12,980.00
<u>C2G 3ft Mini DisplayPort to DisplayPort Adapter Cable M/M - White - Display</u> Mfg. Part#: 54297 UNSPSC: 26121604 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)	472	3367235	\$7.00	\$3,304.00
<u>DELL CTO 7410 I5-10310U 256/16 W10P</u> Mfg. Part#: 3000061472372 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)	169	6089499	\$1,435.00	\$242,515.00
<u>Dell Active Pen - PN557W - stylus - Bluetooth 4.0 - abyss black</u> Mfg. Part#: PN557W UNSPSC: 43211709 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)	169	4550932	\$45.00	\$7,605.00
<u>DELL CTO MS116 WIRED KYB-MOUSE COMBO</u> Mfg. Part#: 3000041015359 Contract: MARKET	169	5618780	\$32.00	\$5,408.00
<u>DELL CTO DOCK- WD19 90W</u> Mfg. Part#: 3000058204844 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)	169	6018322	\$145.00	\$24,505.00

QUOTES DETAILS (CONT.)				
<b>DELL CTO 90W ADAPTER</b>	169	6024054	\$66.50	\$11,238.50
Mfg. Part#: 3000058229804 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>DELL CTO PRO SLIM BKPK 15 PO1520CS</b>	169	5735142	\$27.50	\$4,647.50
Mfg. Part#: 3000045189240 Contract: MARKET				
<b>C2G 3ft Mini DisplayPort to DisplayPort Adapter Cable M/M - White - Display</b>	169	3367235	\$7.00	\$1,183.00
Mfg. Part#: 54297 UNSPSC: 26121604 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>HP LaserJet Pro M521dn Monochrome</b>	3	2991233	\$700.00	\$2,100.00
Mfg. Part#: A8P79A#BGJ UNSPSC: 44101503 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>Apple 12.9-inch iPad Pro Wi-Fi - 4th generation - tablet - 128 GB - 12.9"</b>	1	6013924	\$950.00	\$950.00
Mfg. Part#: MY2H2LL/A Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>Apple Smart - keyboard and folio case - US</b>	1	6013904	\$185.00	\$185.00
Mfg. Part#: MXNL2LL/A Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>Apple Pencil 2nd Generation - stylus for tablet</b>	1	5337833	\$120.00	\$120.00
Mfg. Part#: MUBF2AM/A UNSPSC: 56112005 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>Apple 11-inch iPad Pro Wi-Fi - 2nd generation - tablet - 128 GB - 11"</b>	1	6013926	\$750.00	\$750.00
Mfg. Part#: MY232LL/A Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>Apple Smart - keyboard and folio case - English</b>	1	6013903	\$170.00	\$170.00
Mfg. Part#: MXNK2LL/A Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>Apple Pencil 2nd Generation - stylus for tablet</b>	1	5337833	\$120.00	\$120.00
Mfg. Part#: MUBF2AM/A UNSPSC: 56112005 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				
<b>Adesso AKB-601UB - keypad - US - black</b>	15	5316128	\$15.00	\$225.00
Mfg. Part#: AKB-601UB UNSPSC: 43211706 Contract: COSTARS 3 IT Hardware Contract (COSTARS-003-32)				

PURCHASER BILLING INFO		SUBTOTAL	\$935,618.00
<b>Billing Address:</b> COUNTY OF LANCASTER 150 N QUEEN ST STE 322 LANCASTER, PA 17603-1805 <b>Phone:</b> (717) 299-8258 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		<b>SHIPPING</b>	\$0.00
		<b>SALES TAX</b>	\$0.00
		<b>GRAND TOTAL</b>	<b>\$935,618.00</b>
		<b>DELIVER TO</b>	

<b>Shipping Address:</b> COUNTY OF LANCASTER INFORMATION TECHNOLOGY 150 N QUEEN ST STE 322 LANCASTER, PA 17603-1805 <b>Shipping Method:</b> UPS Ground (2 - 3 day)	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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Need Assistance? CDW•G SALES CONTACT INFORMATION

	Fred Wills		(866) 872-0845		fred@cdw.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to approve the following:

**Software License Agreement and  
Software Maintenance Agreement -  
Addendum E – CountySuite Civil  
Court PDF/A Conversion With:**

TeleoSoft, Inc.  
York, Pennsylvania

**Purpose:**

To provide an update to the Prothonotary's CountySuite Civic Court module that will allow for storage of PDF/A documents and the conversion of historical data base to PDF/A.

**Amount:**

Software License Agreement: One-time fee of \$55,291.00 (funding provided by Prothonotary Office's automation fund).

Software Maintenance will be covered under the Prothonotary Office's existing annual maintenance.



This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**  
**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Linda Schreiner, Senior Buyer  
 Department: Purchasing  
 Date: May 29, 2020

**Board Action Requested:**

Specify Agreement, Amended Agreement, Grant App.,  
 Change Order, Bid Award etc.)

Teleosoft –  
 CountySuite Civil Court Addendum E – PDF/A Conversion

**Provider Information: (Name, Address):**

TeleoSoft, Inc.  
 1700 7<sup>th</sup> Ave., Suite 150  
 York, PA 17403

**Proposed Program Budget Information:**

Service	2020-21 Amount to be Approved	2017-2018 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
CountySuite Civil Court Addendum E – PDF/A Conversion	\$55,291.00	n/a			Automation Funds

**Term of Contract:** Award Amount: License - \$55,291.00 one-time

**Budget Comments:** One – Time License funding provided by Prothonotary's automation fund. Annual maintenance will be covered under the Prothonotary Office's existing annual maintenance.

**Program Information:**

The purpose of this Teleosoft project is to provide an update to the Prothonotary's CountySuite Civic Court module that will allow for storage of PDF/A documents, as well as the conversion of historical data base to PDF/A. Ultimately this will decrease the amount of paper storage within the courthouse. The conversion of the database to PDF/A will also meet the PHMC requirements for electronic archiving.

Addendum language and MOU have been reviewed and agreed upon pending BOC approval.

**Complete sections pertaining to bid awards and Request for Proposals:**

<b># of Bids Received</b>	<b>Is Proposed Contract to the Lowest Bidder (Y/N)</b>	<b>If No, Please Explain</b>	<b>Performance Bond Required?</b>	<b>Define Funding Source</b>
n/a				

**Complete Sections Pertaining to Construction Projects:**

<b>Amount of Change Order</b>	<b>Amount of Original Budget</b>	<b>Revised Total Budget Reflecting Change</b>	<b>Define Funding Source</b>
n/a			

**Date you would like the County Commissioners'**

**To take official action on this item?**

June 3, 2020

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**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

N/A

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**Who will be in attendance at the County Commissioners' Meeting to comment on this item? Please include name and title:**

Linda Schreiner, Purchasing  
Andrew E. Spade, Esq., Prothonotary  
Susan Stewart, Project Management and Application Support Manager

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On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to approve the following:

**Agreement With:**

The Jay Group  
Lancaster, Pennsylvania

**Purpose:**

To provide the fulfillment services for personal protective equipment (PPE) kits for Lancaster County small businesses with fewer than 100 employees as set forth in the approved Services Agreement with the Lancaster Chamber of Commerce and the Economic Development Company of Lancaster County. Services include receiving, collating, order processing, shipping and account management of PPE kits.

**Amount:**

Not to exceed \$141,038.87 (CARES Act funding).

**Term:**

Commencing June 1, 2020 and continuing for a period of one month. This agreement shall automatically renew for additional one month terms but not to extend beyond December 30, 2020. Either party may terminate this Agreement without cause by providing five days' prior written notice.

6/03/20

This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**  
**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Linda Schreiner, Senior Buyer  
 Department: Purchasing  
 Date: May 29, 2020

**Board Action Requested:**

(Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)

Contract Award for EDC PPE Fulfillment Services

**Provider Information: (Name, Address):**

The Jay Group

700 Indian Springs Drive

Lancaster, PA 17601

**Proposed Program Budget Information:**

<b>Service</b>	<b>2019 - 2023 Amount to be Approved</b>	<b>2009-2011 Amount</b>	<b>Amount Increase/ Decrease</b>	<b>Percent Increase/ Decrease</b>	<b>Percent Funding Source (Co., State, Fed)</b>
Fulfillment Services for PPE Kits	\$141,038.87	n/a	n/a	n/a	CARES Act

**Term of Contract:**

This Agreement shall commence June 1, 2020 and continue for a period of one (1) month. Unless sooner terminated as set forth below, this Agreement shall automatically renew for additional one (1) month terms but not to extend beyond December 30, 2020. Either party may terminate this Agreement without cause, at any time, by providing the non-terminating party with five (5) days' prior written notice.

**Budget Comments:**

**Program Information:**

**Description of Service:**

This contract is to provide the fulfillment services required and a result for the resolution to provide PPE supplies for Lancaster County small business with fewer than 100 employees.

Vendor will provide receiving, collating, order processing, shipping and account management as part of the fulfillment services.

Various kit configurations based on the type of business and number of employees will be offered free of charge to small businesses. The value of this contract is based on estimates of providing approximately 11,000 kits and will vary based on actual orders placed and availability of inventory.

This contract does not include website development or management.

**Complete sections pertaining to bid awards and Request for Proposals:**

# of Bids Received	Is Proposed Contract to the Lowest Bidder (Y/N)	If No, Please Explain	Performance Bond Required?	Define Funding Source
2	Yes		No	CARES Act

**Complete Sections Pertaining to Construction Projects:**

Amount of Change Order	Amount of Original Budget	Revised Total Budget Reflecting Change	Define Funding Source

**Date you would like the County Commissioners'**

**To take official action on this item:**

June 3, 2020

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

N/A

**Who will be in attendance at the County Commissioners' Meeting to comment on this item? Please include name and title:**

Linda Schreiner, Senior Buyer



**\* CONFIDENTIAL TREATMENT REQUESTED: INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS OMITTED AND IS NOTED WITH "[\*\*\*]" AN UNREDACTED VERSION OF THIS DOCUMENT HAS BEEN FILED SEPARATELY WITH THE COUNTY OF LANCASTER.**

I. INVENTORY RECEIVING & HANDLING	Cost	Unit of Measure
<b>1 Carton Received (Parcel, Mixed Pallet)</b> Includes sorting and palletizing of small parcel cases and mixed SKU pallets. Includes receiving into WMS, staging, and putting away. Applies to mixed SKU pallets. The "per pallet received" fee does not apply in this situation.	(***)	Per Master Carton
<b>2 De-vanning Fee (Floor loads, Downstacking)</b> Covers the unloading and palletizing of floor-loaded trailers and containers. Covers downstacking of cases from single-SKU pallets that exceed 50" in height (full pallet fee applies as well). The Pallet Received Fee and Stretch Wrapping Fee apply	(***)	Per Carton
<b>3 Pallet Received (Single SKU)</b> Includes unloading, counting, receiving into WMS, and putting away into storage location. Excludes unwrapping and re-wrapping pallets for receiving process.	(***)	Per Pallet
<b>4 Per New SKU Received</b> Includes cubi-scanning of new item, validating item master details, Hazmat checks, and entering key information into WMS.	(***)	Per New SKU
<b>5 Stretch wrapping surcharge</b> Applies to inbound pallets missing wrapping (required for safety), and external LTL and TL orders. Includes price of stretch wrapping film.	(***)	Per Pallet
<b>6 Unqualified Receipt</b> This surcharge applies when the customer / supplier shipping instructions are not met. <u>Most common unqualified receipts are:</u> No delivery appointment for a delivery of 8 pallets or more ASN / Purchase Order is not referenced Delivery contains SKU's which are not contained on the associated ASN. <i>Note: In the event that an Unqualified Receipt takes longer than 48 hours to resolve, TJG will place inventory in a hold location.</i>	Waived	Per Receipt
II. ORDER FULFILLMENT SERVICES	Cost	Unit of Measure
Best effort will be made to ship orders received by 11:00 am (Monday-Friday) within 48 hours of receipt to TJG.		
<b>1 Per Over-packed Carton Shipped</b> Includes time to erect and seal case, apply shipping label, and load onto trailer. Per Line Shipped and Per Unit Shipped fee applies. Fee includes tape and collate. Excludes freight. Carton/Dunnage pricing provided under <i>Misc. Charges</i> Per oversized carton fee may apply	(***)	Per Carton
<b>2 Per Line Shipped</b> Includes travel path in pick mod, scanning of case LPN, but excludes UPC scanning. Per Over-packed Carton Shipped fee and per unit fees apply.	(***)	Per Line
<b>3 Per Unit Shipped</b> Includes pick time, travel distance, scanning cases & carton, and replenishment time. Per Over-packed Carton Shipped and Per Line Fee Apply	(***)	Per Unit
<b>4 Inserts</b> Fee includes insertion of pre-agreed upon inserts at time of picking or packing into the shipping carton.	(***)	Per Insert
<b>5 Per Single-SKU Pallet Picked &amp; Loaded (FTL/LTL)</b> Includes time to pull pallet from rack, stage, and load onto trailer.	(***)	pallet picked
III. STORAGE	Cost	Unit of Measure
<b>Per Cubic Foot of Storage</b> Applies to volume of inventory stored within TJG's facilities across all location types and all inventory dispositions.	(***)	Per Cubic Foot
IV. REVERSE LOGISTICS	Cost	Unit of Measure
<b>Returns Processing</b> Fee includes unloading, sorting, simple inspection, processing of returns in WMS (only), sorting by disposition, and putting away according to storage requirements (either active or reserve racking).	(***) (***)	Per Order Per SKU
<b>Note(s) for Returns Processing</b> <ol style="list-style-type: none"> <li>Returns that arrive at the warehouse as "unknown" because the RMA or original order number was not provided or is not discernable on the carton, the original order did not ship from TJG, customer returns a SKU that TJG cannot identify, or customer returns a SKU not on the original order will require additional handling costs and will be billed as an exception process at the Production Services hourly rate.</li> <li>Does not include time to pull damages for RTV's or disposal orders. These efforts will be billed as an exception process at the Production Services hourly rate.</li> </ol>		

**V. MISC CHARGES**

**Cost      Unit of Measure**

**Rush Processing Fee (orders received between 11:00 am and 2:00 pm)**

**(\*\*\*)      Per Order**

TJG will make its best efforts to accommodate late order drops with coordination from Client. Holidays, shift structure, and carrier pickup availability may impact TJG's ability to execute.

**TJG Standard Carton & Mailer Costs**

The Jay Group is pleased to offer the following options for shipping cartons (larger cartons are also available upon request). TJG can also utilize client-provided corrugate. Corrugate pricing subject to change with market pricing.

Carton Class	Carton Size	Cost per Carton with Dunnage
S01	6X6X6	(***)
S02	8X8X8	(***)
S03	10X8X6	(***)
S04	12X12X9	(***)
S05	12X12X12	(***)
S08	20X16X14	(***)
S13	26X20X12	(***)
S27	10X6X4	(***)
S35	10X10X4	(***)
S61	16X14X10	(***)
S64	18x14x6	(***)
S65	18X14X8	(***)

**Fulfillment Supplies**

**Cost + 12%      Per Purchase Order**

Shipping containers, packaging supplies such as, but not limited to paper and/or bubble void fill, special labels & the like will be quoted when required and an approval by client will be required prior to purchasing. Pricing includes TJG's standard packing slip and tape. Dunnage has not been included and will be discussed during client on-boarding.

**Hazardous Parcel Handling**

Domestic, not fully regulated:      (\*\*\*)      Per Carton  
 Domestic, fully regulated:      (\*\*\*)      Per Carton  
 International with Haz:      (\*\*\*)      Per Carton  
    (\*\*\*)      Per Carton

**Export Documentation - Parcel, No Haz**

Generate documentation as required, print commercial invoice from email, and organize shipment documents.

**Product Disposal or Destruction**

**Quoted Upon Request**

Fee applies to disposal, destruction, certified destruction, or hazardous disposal of inventory or materials. Fee to include handling costs of pulling, staging, and loading trailers as well as any required documentation.

**Hourly Rates (Apply to special projects or pre-agreed upon hourly projects)**

General Warehouse Labor and Inventory Control special requests (Formal CC program and Physical Inventories, inventory consolidations)      (\*\*\*)      Hour  
 General Warehouse Labor and Inventory Control (overtime)      (\*\*\*)      Hour  
 Equipment Operator Labor      (\*\*\*)      Hour  
 Equipment Operator Labor (overtime)      (\*\*\*)      Hour

**Account Management (Covers special project coordination, inventory inquiries, order status, etc...)**

Hourly Rate      (\*\*\*)      Hour  
 Overtime Rate      (\*\*\*)      Hour

**IT Services**

**(\*\*\*)      Per Hour**

**Standard Analytics and Technology Package**

**fee waived**

Includes access to TJG's standard client portal for basic data summaries.

**Technology Support**

- Servers & Infrastructure
- Disk Utilization
- Backups and Preventive Maintenance
- Data Integration - File Transfers

**Advanced Analytics Package**

- Real-time views of key metrics that matter to your business using a business intelligence tool      (\*\*\*)      Monthly per license  
 - Actionable insights (order profiles, market basket analysis, inventory details)  
 - Planning tools with trending, reorder points and forecast reporting capabilities

## **VI. TRANSPORTATION PRICING**

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In the event County of Lancaster utilizes Jay Group for transportation of more than (\*\*\*) orders per month, then Jay Group shall rebate to County of Lancaster the difference between amounts set forth on Appendix A and Appendix B. Jay Group shall remit the appropriate rebate sum monthly to the County of Lancaster by check or the County of Lancaster will be entitled to offset rebates against current billings of Jay Group.

Accessorial charges are charged per standard carrier practices. Examples of accessorial charges invoiced: fuel surcharge, address correction, residential delivery, liftgate service, limited access pick up or deliveries, notification calls.

Accessorial charges are not included in the discounted base freight rate. These are additive and variable per carton shipped.

Use the link below to enter shipment information to obtain an estimate and apply the discounts above to the base rate.

<https://www.fedex.com/ratefinder/home?cc=US&language=en&link=1&lid=/ship/Pack+Rates+Corp>

Carriers charge based on dimensional weight if the dimensional weight is more than the actual weight.

Use the link below to determine dimensional weight.

<http://www.fedex.com/in/tools/dimweight.html>

### **Additional Information and Assumptions:**

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Rates of the carriers in the sample rate card may vary and are subject to change upon invoicing if changed by the carrier, however the discount rate is fixed and will not change.

The complete FedEx® Service Guide can be found at [fedex.com/serviceguide](http://fedex.com/serviceguide) which outlines all policies and practices including current accessorial rates and their applicability per service.

Standard Rates can be found at: [fedex.com/ratetools/RateToolsMain.do?link=2](http://fedex.com/ratetools/RateToolsMain.do?link=2)

Current Fuel Surcharge can be found at: [fedex.com/us/services/fuelsurcharge.html](http://fedex.com/us/services/fuelsurcharge.html)

Assumes no hazardous or regulated material such as lithium ion batteries

Discounts apply to Continental US only



**VII. ORDER FULFILLMENT & PROGRAM SUPPORT- OVERTIME, WEEKENDS, OTHER**

Customer requested Overtime and Saturday work will be billed at one and a half times (1.5x) the contracted hourly rates on non-holidays. *Subject to a minimum billing of \$250 per shift.*  
Customer requested Sunday and Holiday work shall be billed at two times (2x) the contracted hourly rates. *Subject to a minimum billing of \$500 per shift.*

Volume driven Overtime Weekday & Weekend hours associated with corresponding transactional fees will be invoiced at the contractual transactional fees PLUS fifty percent (50%) of the contracted hourly rates.

**Notes:**

- 1 Holidays are: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas
- 2 If Sunday is a regularly scheduled workday for some employees, OT is not applicable unless it coincides with a Holiday. If OT is required of the same people on a Friday, the OT rate will be applicable at 1.5x the contracted hourly rates.

**VIII. REQUIRED SETUP**

Inventory & Order Management Systems Integration & Configuration

TBD

Assumptions

- 1 Assumes integration via API with Shopify to receive orders, provide shipping confirmation and sync inventory
- 2 TJG warehouse management setup required for new client
- 3 Assumes standard TJG report access via portal (orders, shipments, inventory, receipts)
- 4 Assumes all order payment and consumer email notifications are handled through Shopify
- 5 Special processing for Amazon orders may require a requote
- 6 Shipping labels/packing slips will use a format currently used by TJG
- 7 Item numbers will be less than 13 positions
- 8 No UPC tracking codes, lot control or value added services required
- 9 Change to any assumption listed or additional functionality may require a requote for IT resources.

**IX. MINIMUM MONTHLY SPEND**

(\*\*\*) minimum monthly billings. This is the total spend on all fees including handling, storage, fulfillment, hourly billings, and transportation. If the minimum is not met, TJG will invoice the difference to meet the minimum monthly spend.

*Waived*

**X. TERMS**

This Agreement shall commence June 1, 2020 and continue for a period of one (1) month. Unless sooner terminated as set forth below, this Agreement shall automatically renew for additional one (1) month terms but not to extend beyond December 30, 2020. Either party may terminate this Agreement without cause, at any time, by providing the non-terminating party with five (5) days' prior written notice.

Jay Groups standard pricing addendum applies. See separate terms and conditions.

The County hereby retains The Jay Group (TJG) to provide inventory management and fulfillment services (the "Services") necessitated by reason of the COVID-19 crisis and throughout the Declaration of Judicial Emergency. The services provided shall be limited to those necessary to protect the health, safety and welfare of qualifying small businesses within Lancaster County. Pricing provided by The Jay Group to the County as it relates to this Agreement and/or attachments herewith are based on all available information about the Services required as expressed by the County at the time of the execution of this Agreement. Only those Services listed and priced within the total scope of this Agreement will be provided. Should County require additional Services above and beyond the scope of this Agreement and any and all of its attachments, such Services would require additional pricing separately and mutually agreed upon between the Parties herein. Further, should the Agreement requirements change, at any time, due to County wishes or demands whether in County's control or not, The Jay Group reserves the right to change its pricing and Services structure within this Agreement; provided, however, that The Jay Group must first obtain County's prior written approval before making such changes. Consultation between The Jay Group and the County will be required should the structure and or pricing of this Agreement exceed the original scope of the Agreement as described above.

Payment Terms

The parties acknowledge that the services provided under this Agreement shall be paid from funds received by the County under the CARES Act which requires such funds be used to cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) AND were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Guidance issued under the Act provides that costs are incurred when the responsible unit of government has expended funds to cover the cost. Accordingly, The Jay Group must submit invoices for services provided under this Agreement no later than December 15, 2020 in order to provide the County sufficient time to process the invoice and make payment prior to December 30, 2020. Invoices submitted after December 15, 2020 will not be paid

**Startup/Integration Invoice: Due at quote acceptance, Net 15 Days.**

**Services Invoices: Invoiced Monthly, Net 15 Days**

**Transportation Invoices: Invoice Weekly, Net 15 Days**

**One weeks estimated transportation costs will be invoiced and maintained in an escrow account for the duration of the program**

**Pricing valid for 90 days from date of issuance**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

The Jay Group

County of Lancaster

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

\* CONFIDENTIAL TREATMENT REQUESTED: INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS OMITTED AND IS NOTED WITH "[\*\*]" AN UNREDACTED VERSION OF THIS DOCUMENT HAS BEEN FILED SEPARATELY WITH THE COUNTY OF LANCASTER.

Appendix A

Ground Shipping Client Rate Excluding Accessorials

Weight (in Lbs )	Zone-2
1	(**)
2	(**)
3	(**)
4	(**)
5	(**)
6	(**)
7	(**)
8	(**)
9	(**)
10	(**)
11	(**)
12	(**)
13	(**)
14	(**)
15	(**)
16	(**)
17	(**)
18	(**)
19	(**)
20	(**)
21	(**)
22	(**)
23	(**)
24	(**)
25	(**)
26	(**)
27	(**)
28	(**)
29	(**)
30	(**)
31	(**)
32	(**)
33	(**)
34	(**)
35	(**)
36	(**)
37	(**)
38	(**)
39	(**)
40	(**)
41	(**)
42	(**)
43	(**)
44	(**)
45	(**)
46	(**)
47	(**)
48	(**)
49	(**)
50	(**)

Appendix B

Ground Shipping Client Rate Excluding Accessorials

Weight (in Lbs )	Zone-2
1	(***)
2	(***)
3	(***)
4	(***)
5	(***)
6	(***)
7	(***)
8	(***)
9	(***)
10	(***)
11	(***)
12	(***)
13	(***)
14	(***)
15	(***)
16	(***)
17	(***)
18	(***)
19	(***)
20	(***)
21	(***)
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24	(***)
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30	(***)
31	(***)
32	(***)
33	(***)
34	(***)
35	(***)
36	(***)
37	(***)
38	(***)
39	(***)
40	(***)
41	(***)
42	(***)
43	(***)
44	(***)
45	(***)
46	(***)
47	(***)
48	(***)
49	(***)
50	(***)

**THE JAY GROUP, INC.**  
**2020 ADDENDUM TO AGREEMENT AND/OR QUOTE**

The following Terms & Conditions apply unless otherwise stated on Agreement or Quote.

Revised Date: 05-29-2020

**TERMS AND CONDITIONS:**

- 1. Payment Terms "as stated":** Unpaid balances beyond stated terms and shortages on advance monies are subject to a finance charge of 1 1/2% per month. Advance monies must be maintained in amounts sufficient to cover transactional needs. Payment within the pre-determined terms is required. Client will pay all undisputed amounts in accordance with the agreement. All claims for disputed amounts on any invoice must be submitted in writing within 15 days of client's receipt of the invoice. The Jay Group, Inc. reserves the right to discontinue service for non-payment within stated terms. The client grants The Jay Group, Inc. a security interest in its goods limited to the extent of any outstanding debt owed by the Client to The Jay Group, Inc.
- 2. Bank Fees and Interest:** Unless otherwise stated in writing at the time of acceptance of Terms and Conditions, all bank fees, including but not limited to merchant fees, overdraft fees, stop-payment fees, wire transfer fees, and/or certified check fees, are the responsibility of the client. Interest income, if any, on all bank accounts maintained in the name of The Jay Group, Inc. accrues to The Jay Group, Inc.
- 3. Advance Monies:** The Jay Group, Inc. accepts no responsibility for FTC violations for non-compliance with regulations due to a client failure to pay in full the advance invoices for shipping, postage and/or rebate checks. Likewise, The Jay Group, Inc. will not accept responsibility for adverse FTC or other non-compliances for withholding services in the event a client fails to pay in full for The Jay Group, Inc. services.
- 4. Right to Requote:** In the event of additional services, changes in program specifications, or substantial shortfalls in anticipated volume, The Jay Group, Inc. reserves the right to re-quote or receive retroactive compensation for the effect of those changes or shortfalls.
- 5. Credit Cards and Checks:** The Jay Group, Inc. accepts no financial responsibility for credit card declines and chargebacks including those related to drop shipped products or merchandise. The Jay Group, Inc. does not accept responsibility for defaults on multi-payment credit card orders. The Jay Group, Inc. accepts no financial responsibility for client directed acceptance of consumer checks by phone.
- 6. Materials, Postage and Freight:** Postage and freight due on incoming merchandise and/or mail are the responsibility of the client. Materials and outgoing Postage/Freight are estimated at current rates, and are subject to change based upon cost and quantities purchased.
- 7. Insurance:** Fire, extended coverage, including all risk coverage insurance on merchandise consigned to a Jay Group facility, is the sole responsibility of the client. Any and all rights of subrogation against The Jay Group, Inc. as a result of such loss are waived. Special insurance needs should be discussed with your Account Executive or Relationship Manager. Unless instructed otherwise, consumer requests will be destroyed ninety (90) days from receipt, while a file of consumer names will be maintained for one (1) year after expiration date of program, and then destroyed.
- 8. Mutual Indemnification:** Each party agrees to defend, indemnify, and hold harmless the other party and its employees, officers, directors, shareholders, agents, contractors, legal representatives affiliates, insurers, successors, and assigns from any and all Claims and Losses which the indemnified party shall at any time incur, sustain, or become subject to by reason of the willful misconduct of the indemnifying party.
- 9. Title and Risk to Goods:** Except as otherwise set forth in this Agreement, all right, title and interest in and to the Goods shall at all times remain with Client. The Goods and all other property of Client, whether in possession of TJG, Client Customers, or any third party, shall be and shall remain at Client's sole risk and TJG shall not be liable for any damage to, or loss of such property arising from acts of any persons other than TJG, its subcontractors, agents, and employees.
- 10. Force Majeure:** If performance hereunder by either party is rendered impossible by any cause that is beyond the non-performing party's reasonable control, including fire, explosion, flood or other acts of God; acts, regulations or laws of any government; war or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event, provided that the non-performing party gives prompt written notice to the other party of the Force Majeure Event.

**11. Confidentiality:** Both parties acknowledge that, in the course of performing their obligations under this Agreement, they may obtain information relating to the other parties' products and business that is of a confidential and proprietary nature. ("Confidential Information"). Such Confidential Information includes without limitation (i) product types and prices; (ii) customer, vendor, manufacturer and supplier lists; (iii) trade secrets, know-how, formulas, software, compositions of matter, inventions, techniques, processes, programs, diagrams, schematics, technical information, customer and financial information, sales and marketing plans; (iv) the existence and terms of this Agreement and any negotiations relating thereto; (v) business and marketing plans and strategies. Both parties agree to hold all Confidential Information in strict confidence at all times, and to secure and protect it from unauthorized disclosure using the same degree of care employed in the protection of that party's own Confidential Information, and in any event using not less than a reasonable degree of care, and to take appropriate action by instruction or agreement with its employees and agents who are permitted access to said Confidential Information to satisfy its obligations hereunder. Both parties shall use their best efforts to assist the other party in identifying and preventing any unauthorized use, copying or disclosure of the Confidential Information or any portions thereof. Without limitation of the foregoing, each party shall advise the other party immediately in the event the first party learns or has reason to believe that any person who the first party has given access to the Confidential Information, or any portion thereof, has violated or intends to violate the terms of this Agreement, and the first party will, at its own expense, cooperate with the other party in seeking injunctive or other equitable relief against any such person. Notwithstanding the foregoing, each party may make disclosure of Confidential Information if such disclosure is required by law or by legal process, provided that prior to making such disclosure the disclosing party shall inform the other party of such fact and shall permit the other party to intervene in the applicable proceedings to protect its interests by seeking a protective order and other appropriate relief. Both parties also agree to use all such Confidential Information learned from the other party solely for the purposes set forth in this Agreement. Neither party shall use any Confidential Information for any other purpose.

**12. Relationship of the Parties:** The parties hereto shall at all times during and after the term of this Agreement, and in performance of their obligations under this Agreement, be independent contractors. Neither party shall in any event be deemed to be, nor represent itself to be, an employee, agent, or joint venture of the other party, and neither party shall have the right or authority to assume or create any obligation, liability, or responsibility whatsoever, express or implied, on behalf of or in the name of the other party or to bind the other party in any respect whatsoever.

**13. Successors and Assigns:** The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto. Neither party shall assign its rights, or delegate its duties hereunder without the prior written approval of the other party.

**14. Governing Law:** This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania without regard to the principles concerning conflict of laws.

**15. Liability for Unclaimed Property:** In the event TJG provides rebate/refund processing, TJG is not the holder of funds resulting from un-cashed checks for the purposes of reporting and escheatment filing. TJG has temporary possession and custody of certain funds and is merely an intermediary that serves to facilitate administration and is not a party to the underlying obligation created by the rebate transaction. The obligation to escheat unclaimed funds to any jurisdiction that arises out of transactions contemplated by this Agreement will be the responsibility of the Client.

**16. Termination:** Upon written notice to and failure of the breaching party to cure any breach within sixty (60) days following written notice, of any material term or condition of this scope of work, the non-breaching party may terminate this agreement. Upon termination of this agreement for any reason, Client shall pay all undisputed amounts due to TJG within ten (10) days of receiving the final invoice for services rendered through the termination date. Either party may terminate this agreement without cause by providing written notice to the non-terminating party ninety (90) days prior to the termination date.

**17. Liability Insurance:** Client and TJG shall each carry public and private liability insurance, including contractual liability protection of no less than \$1,000,000 per occurrence and \$1,000,000 in aggregate, per year.

**18. Contact Center Information:** Client shall provide any and all information for contact center personnel to use when communicating with Client's Customers. Client shall be wholly responsible for the contents of and any errors or omissions in such information.

**19. Right to Know Law**

a. The Pennsylvania Right-to-Know Law, (RTKL), 65 P.S. §§ 67.101-3104, applies to this Agreement. The County shall notify the Jay Group upon receiving a request for records under the RTKL related to this Agreement. If the Jay Group considers that requested information to constitute a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Jay Group considers exempt from production under the RTKL, the Jay Group must so notify the County and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Jay Group explaining why the requested material is exempt from public disclosure under the RTKL.

b. The County will rely upon this written statement from the Jay Group in denying access to information under a RTKL request unless the County determines that the requested information is clearly not protected from disclosure under the RTKL. Should the requestor of said information appeal the denial of the RTKL request to the Office of Open Records, or in the Pennsylvania Courts, the Jay Group shall be solely responsible for defending the appeal and shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Jay Group's defense of the appeal, including any statutory damages assessed against the County.

(Revised 05-08-2020)

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, it was agreed for the County of Lancaster, acting on behalf of the Prison, to approve the following:

**Agreement With:**

Axon Enterprises, Inc.  
Scottsdale, Arizona

**Purpose:**

To upgrade the Prison's body cameras and tasers and increase the number of devices under its current Technology Assurance Plan (TAP) contract. This Agreement includes an extended warranty, automatic refresh of body cameras and dock units refresh every 2.5 years and on-site spares.

**Amount/Term:**

Not to exceed \$314,508.00 for the period June 15, 2020 through June 14, 2025 (Act 81 funding and County funding).

6/03/20

This completed document must be submitted to the Chief Clerk by **9:00 AM** the **WEDNESDAY** prior to the County Commissioners' Work Session and Commissioners' Meeting. Please don't wait until the deadline to submit the request.

**COVER SHEET FOR**  
**CONTRACTS/AGREEMENTS/GRANT APPLICATIONS/ CHANGE ORDERS, ETC.**

**Submitted by:** Name and Title: Linda Schreiner, Senior Buyer  
 Department: Purchasing  
 Date: May 28, 2020

**Board Action Requested:**

*(Specify Agreement, Amended Agreement, Grant App., Change Order, Bid Award etc.)*

Agreement Award

**Provider Information: (Name, Address):**

Axon Enterprises, Inc.  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255

**Proposed Program Budget Information:**

Service	2020 - 2025 Amount to be Approved	2015-2020 Amount	Amount Increase/ Decrease	Percent Increase/ Decrease	Percent Funding Source (Co., State, Fed)
Upgrade of Prison Body Cameras and Tasers	\$314,508.00	\$204,076.69	\$110,431.30	54.11%	Act 81 and County

**Term of Contract:** June 15, 2020 – June 14, 2025

**Budget Comments:** Act 81 funds being used do not touch the budgeted revenue, it is revenue over and above what was anticipated.

**Program Information:**

**Description of Service:**

This request is for the upgrade of the Prison's body cameras and tasers under their current TAP (Technology Assurance Plan) contract.

Currently the Prison has 33 devices. This request would replace and increase the devices a total of 35 devices. The contract includes an extended warranty, automatic refresh of body cameras and dock units refresh every 2.5 years, and on-site spares.

This contract includes 140 taser cartridges annual which was not previously included in the contract.

This vendor is currently on a State contract and has provided a sole source letter.

**Complete sections pertaining to bid awards and Request for Proposals:**

<b># of Bids Received</b>	<b>Is Proposed Contract to the Lowest Bidder (Y/N)</b>	<b>If No, Please Explain</b>	<b>Performance Bond Required?</b>	<b>Define Funding Source</b>
n/a	n/a			Act 81 and County

**Complete Sections Pertaining to Construction Projects:**

<b>Amount of Change Order</b>	<b>Amount of Original Budget</b>	<b>Revised Total Budget Reflecting Change</b>	<b>Define Funding Source</b>

**Date you would like the County Commissioners'**

**To take official action on this item:**

**Who will be in attendance at the County Commissioners' Work Session? Please include name and title:**

n/a

**Who will be in attendance at the County Commissioners' Meeting to comment on this item? Please include name and title:**

Linda Schreiner, Senior Buyer

Tammy Moyer, Prison Director of Administration