



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Parks and Recreation Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, August 2, 2021
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 7-19-2021

II. RESOLUTIONS:

- a. Resolution No. 517-21 - submit a grant application to the Department of Justice Edward Byrne Memorial Justice Assistance Grant program for funds to purchase two pole cameras and provide interview and interrogation, shooting incident and homicide investigation training classes to its officers.
- b. Resolution No. 518-21 - Authorizing the City Manager or the Parking System Director to enter into a five-year parking lease agreement for certain parking spaces located along Venable Avenue and California Avenue.
- c. Resolution No. 519-21 - Directing the City Treasurer to transfer the amount of \$2,000,000.00 from the Sinking Fund to the General Maintenance Fund for the purposes of funding a portion of the construction of the Slack Plaza / City Center renovation project.
- d. Resolution No. 520-21 - Authorizing a contract for Cured-in-place Thermosetting Resin Pipe Lining.
- e. Resolution No. 522-21 - Authorizing the Mayor or City Manager to purchase 37 sets of bunker gear for the Charleston Fire Department.

III. *THE AGENDA WAS AMENDED 7-29-2021 to add Res. No. 522-21 & Time Change

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., JULY 19, 2021
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., July 19, 2021.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Brent Burton
Becky Ceperley
Mary Beth Hoover
Will Laird

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the July 6, 2021 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 505-21 – Authorizing the Mayor to submit a substantial amendment to the City of Charleston’s 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development. The amendment will include \$285,865.00 in Community Development Block Grant CV (CDBG-CV Round 3) funds and Community Development Block Grant (CDBG-CV Round 1) unprogrammed funds in the amount of \$168,032.00 made available by the CARES Act. Further authorizing the Mayor to sign all required forms and certifications related to the CDBG-CV amendment. Funds will be used for activities as indicated below.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor is hereby authorized to submit a substantial amendment to the City of Charleston’s 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development. The amendment will include \$285,865.00 in Community Development Block Grant CV (CDBG-CV Round 3) funds and Community Development Block Grant (CDBG-CV Round 1) unprogrammed funds in the amount of \$168,032.00 made available by the CARES Act. Further authorizing the Mayor to sign all required forms and certifications related to the CDBG-CV amendment. Funds will be used for activities as indicated below.

Public Service - activities to assist homeless and low- to- moderate income individuals or households in response to Covid-19.

\$423,000

Unprogrammed Funds – Funds to assist with cost overruns and emergencies for coronavirus efforts.

\$30,897

Director of MOECD, Andy Backus, added that the funding is from 2 rounds of the Community Development Block Grant. The previous unprogrammed funds from Round 1 will be combined with the current round, and will be awarded to 6 sub-recipients for public service activities to assist homeless and low- to- moderate income individuals or households in response to Covid-19. A balance will be maintained for cost overruns.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 505-21 approved.

Activity/Description	Funded Amount
Manna Meal, Inc. - Funding for food expenses.	\$127,000.00
The Salvation Army - Funding for food, materials & supplies	\$ 10,000.00
United Way - United We House - Funding for rental deposits, first months rent, utility deposits, past due rent/utilities, outreach worker travel and office supplies	\$150,000.00
WV Health Right - Funding for contractual nurse, certified medical assistant and rent	\$114,000.00
YWCA - RFAP - Funding for cleaning supplies; Client transportation, identification information, medical treatment and hotel stays	\$ 10,000.00
YWCA - Sojourner's - Funding for PPE's, food & cleaning supplies	\$ 12,000.00
Unprogrammed Funds - Funds for emergency projects and overruns during the program year	\$ 30,897.00
Total CDBG-CV	\$453,897.00

b. Resolution No. 506-21 –

Whereas, Celebration Station is a beloved playground situated with Charleston's East End community; and

Whereas, the playground was built over 25 years ago and has offered enjoyment and physical activity to countless school-age children; and

Whereas, the playground is now in need of revitalization, with focus being drawn to increased safety, lighting, and ADA accessibility; and

Whereas, the City of Charleston, the Kanawha County Board of Education, and other community leaders and organizations are interested in preserving and improving this cherished community asset; and

Whereas, the City of Charleston and the Charleston Rotary Club desire to partner in submitting a grant application to The Greater Kanawha Valley Foundation to seek funds to improve the playground.

Now, therefore, be it resolved by the City Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to co-sponsor a grant application with the Charleston Rotary Club to be submitted to The Greater Kanawha Valley Foundation in the amount of \$35,000 to benefit the revitalization of Celebration Station. The Mayor or City Manager is authorized to administer any funds received from any grant award.

City Manager, Jonathan Storage, added that the City is proud to partner with the Charleston Rotary Club to arrange for the proposed grant application for rehabilitation to an important community asset.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 506-21 approved.

- c. Resolution No. 507-21 - Authorizing the Mayor or City Manager to submit an application to the US Department of Justice Bureau of Justice Assistance Body-Worn Camera Policy and Implementation Program for \$180,000 and administer any funds awarded. These funds will be used to purchase 90 body-worn cameras for the Charleston Police Department to upgrade technology and increase the number of cameras available for use by officers.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized to submit an application to the US Department of Justice Bureau of Justice Assistance Body-Worn Camera Policy and Implementation Program for \$180,000 and administer any funds awarded. These funds will be used to purchase 90 body-worn cameras for the Charleston Police Department to upgrade technology and increase the number of cameras available for use by officers.

Storage added that this is a standard grant application for 90 body-worn cameras to ensure that every uniformed officer can wear a camera. The battery life of the camera is expected to be as long as a shift, so there should not be charging issues while an officer is on duty.

Councilmember Jenkins confirmed that this would not effect current officers on patrol that currently wear body cameras. Storage confirmed that this will ensure that every officer (on patrol or uniformed shift) will be wearing a body camera. Currently, every officer on shift wears a camera, but they have to be shared.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 507-21 approved.

- d. Resolution No. 508-21 - Authorizing the Executive Director of the Charleston Coliseum & Convention Center to enter into a contract with MityLite Inc. in the amount of \$72,973.30 for the purchase of 1,000 specialty folding chairs and 17 transport carts. The chairs are uniquely designed and are supplied by the vendor as an identified sole source provider. This purchase will be funded with facility capital improvement funds.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Executive Director of the Charleston Coliseum & Convention Center is authorized to enter into a contract with MityLite Inc. in the amount of \$72,973.30 for the purchase of 1,000 specialty folding chairs and 17 transport carts. The chairs are uniquely designed and are supplied by the vendor as an identified sole source provider. This purchase will be funded with facility capital improvement funds.

Executive Director of the Coliseum & Convention Center, Patrick Lahey, added that the chairs are to replace the folding chairs that are used inside the Coliseum. In addition to being more practical, they are more efficient to load and unload.

Councilmember Adams asked if this would replace all of those types of chairs. Lahey replied that it will replace all of the metal folding chairs.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 508-21 approved.

- e. Resolution No. 509-21 - Authorizing the Mayor or City Manager to enter into a contract with Stryker Medical in an amount not to exceed \$293,492.10 to purchase various emergency medical equipment for the Charleston Fire Department's ambulance fleet. Purchasing from Stryker Medical will ensure that the purchased equipment is compatible with existing systems and vehicles comprising the City's ambulance fleet. A detailed list of the equipment to be purchased is attached as Exhibit A.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Stryker Medical in an amount not to exceed \$293,492.10 to purchase various emergency medical equipment for the Charleston Fire Department's ambulance fleet. Purchasing from Stryker Medical will ensure that the purchased equipment is compatible with existing systems and vehicles comprising the City's ambulance fleet. A detailed list of the equipment to be purchased is attached as Exhibit A.

Storage added that this is a routine expense for the CFD.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 509-21 approved.



CharlestonFD-LP15-Jan20

Quote Number: 10110083

Remit to: Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: CHARLESTON FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Austin Long

Email: austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 06/14/2021

Expiration Date: 09/12/2021

Delivery Address

Name: CHARLESTON FIRE DEPT
Account #: 1080876
Address: 808 VIRGINIA ST W
CHARLESTON
West Virginia 25302-1820

End User - Shipping - Billing

Name: CHARLESTON FIRE DEPT
Account #: 1080876
Address: 808 VIRGINIA ST W
CHARLESTON
West Virginia 25302-1820

Bill To Account

Name: CHARLESTON FIRE DEPT
Account #: 1080876
Address: 808 VIRGINIA ST W
CHARLESTON
West Virginia 25302-1820

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001955	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, NonInvasive Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT.	10	\$28,442.96	\$284,429.60
2.0	41577-000284	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	10	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-Ion Battery 5.7 amp hrs	40	\$330.03	\$13,201.20
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	10	\$524.80	\$5,248.00
5.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	10	\$578.10	\$5,781.00
6.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	10	\$59.86	\$598.60
7.0	11160-000011	NIBP Cuff-Reusable, Infant	10	\$16.02	\$160.20
8.0	11160-000013	NIBP Cuff-Reusable, Child	10	\$18.42	\$184.20
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	10	\$36.84	\$368.40
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	10	\$24.83	\$248.30
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	10	\$276.40	\$2,764.00
12.0	11220-000028	LIFEPAK 15 Carry case top pouch	10	\$50.02	\$500.20
13.0	11260-000039	LIFEPAK 15 Carry case back pouch	10	\$71.34	\$713.40

**CharlestonFD-LP15-Jan20**

Quote Number: 10110083

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: CHARLESTON FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Austin Long

Email: austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 06/14/2021

Expiration Date: 09/12/2021

#	Product	Description	Qty	Sell Price	Total
14.0	650605550003	6506 MTS PWRPRO COT HIGH CNFIG	1	\$19,881.00	\$19,881.00
15.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$13,559.60	\$13,559.60
16.0	11576-000071	LUCAS External Power Supply	1	\$316.71	\$316.71
17.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$537.69	\$537.69
18.0	TR-LP12B-LP15	TRADE-IN-STRYKER LIFEPAK 12B TOWARDS PURCHASE OF LIFEPAK 15	10	-\$5,000.00	-\$50,000.00
Equipment Total:					\$298,492.10

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-\$5,000.00	-\$5,000.00

Price Totals:

Grand Total: \$293,492.10

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

- f. Resolution No. 510-21 - Authorizing the Mayor or City Manager to enter into a contract with Dell Marketing LP for the purchase of various computer equipment for the City of Charleston and the City Parking System in the amount of \$49,479 as part of the City's annual technological capital outlay replacement cycle, where the purchase will be made pursuant to a competitively-sourced statewide contract.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Dell Marketing LP for the purchase of various computer equipment for the City of Charleston and the City Parking System in the amount of \$49,479 as part of the City's annual technological capital outlay replacement cycle, where the purchase will be made pursuant to a competitively-sourced statewide contract.

Storage added that this is also an annual expense that will replace some computer technology equipment for the City including the Parking System.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 510-21 approved.

- g. Resolution No. 511-21 - Authorizing the Mayor or City Manager to renew an annual software maintenance contract with Tritech Software Systems for the provision of a records management system for the Charleston Police Department in an amount not to exceed \$69,427.26.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to renew an annual software maintenance contract with Tritech Software Systems for the provision of a records management system for the Charleston Police Department in an amount not to exceed \$69,427.26.

Storage added that this concerns probably the most important software systems that the CPD currently uses, which is their main document management system where all officers input their investigative reports, citation reporting, etc. Data is also shared with the Prosecuting Attorney's Office through this system.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 511-21 approved.

- h. Resolution No. 512-21 - Authorizing approval of Amendment No. 1 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 1 of the FY 2021—2022 General Fund Budget as indicated on the attached list of accounts is approved.

Finance Director, Andy Wood, added that the majority is a standard budget amendment that is done every July. This includes capital equipment that has not yet been purchased, an insurance claim for the Carriage Trail, recognizing various contributions that the City has received, etc. Some new positions have been created to include Special Events Coordinator, temporary Constituent Services Liaisons, a new Custodian for General Services and a Grant Coordinator within the City Manager's Office related to the American Rescue Plan Funds. The CPD will be purchases racks for less lethal shotguns. The Loss Fund for the Attorney's Office has been increased to the max, which is typically done at this time of year.

Councilmember Adams confirmed with Wood that there will be 13 shotguns purchased.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 512-21 approved.

General Fund FY 2021-2022 Budget Amendment No. 1 - July 19, 2021

Account No.	Department	Account Description	Amount
001 975 00 567 4 459	Public Grounds	Capital Outlay - Equipment	83,183
001 976 00 706 4 459	Fire	Capital Outlay - Equipment	186,000
001 977 00 750 4 459	Street	Capital Outlay - Equipment	283,771
001 978 00 800 4 459	Refuse	Capital Outlay - Equipment	373,975
001 296 0	Restricted Fund Balance		(926,929)
<u>Restricted for Capital Lease Purchase</u> - To adjust proper accounts in the FY 2022 Municipal Budget for the purchase of equipment not completed within FY 2021 including: 2 pickup trucks and 1 mower attachment for Public Grounds, 1 ambulance for Fire, 1 end loader, 1 chipper body truck, and 1 leaf machine for Streets, and 2 packer trucks and 1 minipacker for Refuse.			
001 305 01 0000	Revenues	B & O Tax - Current Year	319,439
001 296 0	Restricted Fund Balance		(319,439)
<u>Restricted for Debt Service</u> - To recognize funds restricted for Ball Park Debt Service.			
001 305 01 0000	Revenues	B & O Tax - Current Year	836,612
001 295 0	Non-Spendable Fund Balance		(836,612)
<u>Nonspendable Fund Balance</u> - To recognize nonspendable fund balances for Prepaid Insurance expenses.			
001 975 00 439 4 459	Information Systems	Capital Outlay - Equipment	100,000
001 299 0	Unassigned Fund Balance		(100,000)
<u>Manual Encumbrances</u> - To rollover certain expenses into the FY 2022 Municipal Budget to account for items not ordered within FY 2021			
001 386 00 0000	Revenue	Insurance Claims	(40,000)
001 368 04 0000	Revenue	Contributions from Ayer Fund	30,000
001 567 01 000 2 219	Public Ground - Carriage Trail	Building & Equipment Rents	5,000
001 567 01 000 3 341	Public Ground - Carriage Trail	Materials & Supplies	5,000
<u>Insurance Claim</u> - To provide for repairs to the Carriage Trail caused by a water leak and offset the amount to be drawn from the Ayer Fund at TGKVF for payroll costs associated with the repairs.			
001 368 00 0000	Revenue	Contributions from Others	(270,010)
001 900 00 000 2 220	Parks & Recreation	Advertising	500
001 900 00 000 2 230	Parks & Recreation	Contracted Services	3,510
001 437 00 000 2 223	Planning	Professional Services	250,000
001 706 00 000 3 341	Fire	Materials & Supplies	16,000
<u>Contributions</u> - To recognize donations for various projects: \$4,010 for advertising and programming at the FitLot on the East End, \$250,000 for the planning consultant approved in Res. No. 500-21 for the West Side community improvement master plan, \$16,000 to purchase the remaining mattresses for the Fire Department.			

General Fund FY 2021-2022 Budget Amendment No. 1 - July 19, 2021

Account No.	Department	Account Description	Amount
001 442 01 000 1 103	Constituent Services	Salaries & Wages	60,488
001 442 01 000 1 103	Constituent Services	Salaries & Wages - IPT	23,400
001 442 01 000 1 104	Constituent Services	FICA	6,417
001 442 01 000 1 105	Constituent Services	Medical & Life Insurance	7,424
001 442 01 000 1 106	Constituent Services	PERS	6,049
001 442 01 000 1 111	Constituent Services	Dental & Optical Insurance	467
001 442 01 000 1 112	Constituent Services	Employee Insurance Cont.	(1,118)
001 442 01 000 2 226	Constituent Services	Insurance - WC & UC	992
001 440 00 000 1 103	General Services	Salaries & Wages	24,714
001 440 00 000 1 104	General Services	FICA	1,891
001 440 00 000 1 105	General Services	Medical & Life Insurance	7,424
001 440 00 000 1 106	General Services	PERS	2,471
001 440 00 000 1 111	General Services	Dental & Optical Insurance	467
001 440 00 000 1 112	General Services	Employee Insurance Cont.	(1,118)
001 440 00 000 2 226	General Services	Insurance - WC & UC	992
001 412 00 000 1 103	City Manager	Salaries & Wages	36,513
001 412 00 000 1 104	City Manager	FICA	2,793
001 412 00 000 1 105	City Manager	Medical & Life Insurance	7,424
001 412 00 000 1 106	City Manager	PERS	3,651
001 412 00 000 1 111	City Manager	Dental & Optical Insurance	467
001 412 00 000 1 112	City Manager	Employee Insurance Cont.	(1,118)
001 412 00 000 2 226	City Manager	Insurance - WC & UC	992
001 700 00 000 3 341	Police	Materials & Supplies	24,000
001 700 00 000 2 217	Police	Maintenance & Repair - Vehicles	6,000
001 417 00 000 2 229	City Attorney	Court Costs & Damages	800,000
001 299 0	Unassigned Fund Balance		(1,021,682)

Unassigned Fund Balance - To establish new positions including a Senior Special Events Coordinator (PG 114) position and Intermittent Part Time Constituent Services Liaison positions in Constituent Services, a Custodian (PG 104) position in General Services, and a Grant Coordinator (PG 112) position in the City Managers Office; to fund Police's requests for less-lethal shotguns; and to increase the Claims and Damages line to allow for claims up to the Loss Fund limit.

Reportable: To Maintain compliance with the budgetary guidelines of the State of West Virginia

- i. Resolution No. 513-21 - Authorizing the Mayor or City Manager to purchase bituminous concrete (asphalt) from American Asphalt of West Virginia LLC on an as-needed basis pursuant to a competitively sourced West Virginia Division of Highways Master Agreement for asphalt material & pickup.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase bituminous concrete (asphalt) from American Asphalt of West Virginia LLC on an as-needed basis pursuant to a competitively sourced West Virginia Division of Highways Master Agreement for asphalt material & pickup.

Storage added that the rates sourced from the West Virginia Division of Highways Master Agreement are competitive.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 513-21 approved.

- j. Resolution No. 514-21 - Authorizing the Mayor or City Manager to purchase bituminous concrete (asphalt) from American Asphalt of West Virginia LLC on an as-needed basis pursuant to a competitively sourced West Virginia Division of Highways Master Agreement for asphalt material & pickup.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase bituminous concrete (asphalt) from American Asphalt of West Virginia LLC on an as-needed basis pursuant to a competitively sourced West Virginia Division of Highways Master Agreement for asphalt material & pickup.

Wood added that this is an annual amendment. He added that this fund goes to old debt service on the Civic Center.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 514-21 approved.

Coal Severance Fund FY 2021-2022 Budget Amendment No. 1 - July 19, 2021

Account No.	Department	Account Description	Amount
002 298 0		Coal Severance Tax - Balance on Hand	(9,286)
002 000 00 000 5 566		Contributions to Other Funds	9,286
To recognize coal severance tax receivable to establish the beginning balance for FY 2022			

- k. Resolution No. 516-21 - Authorizing the Mayor or City Manager to approve Change Order No. 1 to a concrete pavement contract (#E8-05/21-135U) with McClanahan Construction Company in the amount of \$59,775 to account for additional repairs needed along Kanawha Boulevard between Magic Island and the Elk River.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to approve Change Order No. 1 to a concrete pavement contract (#E8-05/21-135U) with McClanahan Construction Company in the amount of \$59,775 to account for additional repairs needed along Kanawha Boulevard between Magic Island and the Elk River.

Storage added that the Engineering Department, in consultation with the contractor, identified that there was additional need for concrete repair along Kanawha Boulevard between Magic Island and the Elk River.

City Engineer, Chris Knox, added that there are strips of bad concrete that need to be corrected. Instead of skipping every other strip, which was originally planned.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 516-21 approved.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 517-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 517-21 - Authorizing the Mayor or City Manager to submit a grant application to
2 the Department of Justice Edward Byrne Memorial Justice Assistance Grant program in the
3 amount of \$76,294.00 and administer any funds awarded. The Charleston Police Department
4 will utilize these funds to purchase two pole cameras and provide interview and interrogation,
5 shooting incident and homicide investigation training classes to its officers.

6

7 Be it Resolved by the Council of the City of Charleston, West Virginia:

8 That the Mayor or City Manager is authorized to submit a grant application to the Department
9 of Justice Edward Byrne Memorial Justice Assistance Grant program in the amount of
10 \$76,294.00 and administer any funds awarded. The Charleston Police Department will utilize
11 these funds to purchase two pole cameras and provide interview and interrogation, shooting
12 incident and homicide investigation training classes to its officers.

13

Resolution No. 518-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 518-21 - Authorizing the City Manager or the Parking System Director to enter
2 into a five-year parking lease agreement with the Supreme Court of Appeals of West Virginia
3 for certain parking spaces located along Venable Avenue and California Avenue, where the
4 terms of such lease are attached hereto.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7 That the City Manager or the Parking System Director is authorized to enter into a five-year
8 parking lease agreement with the Supreme Court of Appeals of West Virginia for certain
9 parking spaces located along Venable Avenue and California Avenue, where the terms of such
10 lease are attached hereto.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this ____ day of _____, 2021, by and between THE CITY OF CHARLESTON, (the "Lessor"), party of the first part, and THE SUPREME COURT OF APPEALS OF WEST VIRGINIA, (the "Lessee"), party of the second part.

RECITALS

WHEREAS, the Lessor is a municipal subdivision of the State; and

WHEREAS, the Lessee is the Judicial Branch of State Government; and

WHEREAS, Lessor desires to lease unto the Lessee and Lessee desires to lease from Lessor certain Premises (hereinafter defined) for the purpose of Lessee using the Premises as a parking area; and

WHEREAS, W. Va. State Code § 8-12-18 permits municipalities to lease real property to the state or any agency or instrumentality thereof for a public purpose for an adequate consideration without considering the commercial or market value of the property; and

WHEREAS, Lessor has no specific need or necessary use for the Premises and Lessee requires the Premises for a public use.

NOW, THEREFORE, WITNESSETH that in consideration of the mutual promises contained herein, the mutual benefits to be derived hereby by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- 1) Lessor does hereby GRANT, DEMISE and LEASE unto Lessee the exclusive rights to use those certain parking spaces located along Venable Avenue, Charleston, West Virginia 25304, to be referred to herein as the "Premises at Venable"; and
- 2) Lessor does hereby MODIFY and EXTEND the term of a previous lease granted unto the Lessee the exclusive rights to use those three certain parking spaces located along California Avenue, Charleston, West Virginia 25302, to be referred to herein as the "Premises at California." The original lease of these Premises at California commenced on the 1st day of February 2017, to expire at midnight on the 31st day of January 2022.

The Premises at Venable and the Premises at California, collectively referred to herein as "the Premises," are more fully described in **Exhibit A** attached hereto;

TO HAVE AND TO HOLD the Premises for a term of five (5) years, effective upon

the date this agreement is signed by authorized representatives of both Lessor and Lessee, and expiring at midnight on the 30th day of June 2026, unless this Lease shall sooner end and terminate as hereinafter provided.

LEASE TERMS

Section 1 - Designation of Area. Lessee shall install and maintain the appropriate signs to indicate that the Premises are for use by the Lessee.

Section 2 - Permitted Use. The Premises shall be used by Lessee for on-street parking purposes with respect to the Premises at California and off-street parking purposes within the City's right of way with respect to the Premises at Venable. No other use shall be permitted. Use shall be in full compliance with all federal, state, City of Charleston, and other applicable laws and regulations and the individual owners of all vehicles shall be liable for any failures of such compliance; provided, Lessee shall exercise commercially reasonable efforts to notify all authorized users of the terms, conditions, and restrictions of this Lease and of any applicable laws and regulations related to the use of the Premises.

Section 3 - Maintenance and Alteration. Lessor shall maintain the Premises in good condition as required by law, except with regard to: (1) damage caused by Lessee, its agents, representatives, or employees above normal wear and tear relative to similar property, (2) damage caused by Lessee, its agents, representatives, or employees as a result of willful misconduct or negligence and (3) damage to signage. Such damage, above normal wear and tear or caused as a result of willful misconduct or negligence shall be repaired at the expense of Lessee. Lessee shall in no way alter, modify, or improve the Premises, without the written consent of the Lessor, which shall not be unreasonably withheld. In the event that any improvements are made to the Premises, said improvements shall become part and parcel of the Premises and shall remain upon and be surrendered with the Premises at the end of the term of this Lease.

Section 4 - Enforcement. Lessor shall have no obligation to enforce Lessee's right to exclusive use. Enforcement of regulations governing the Premises will be the responsibility of Lessee by and through the Parking Section of the West Virginia Real Estate Division or other enforcement mechanisms within the control of the Lessee. Lessee may call the City of Charleston Parking System at 304-348-0739 to request assistance with enforcing the Lease, but Lessee acknowledges that Lessor will not routinely monitor the Premises. If Lessor requests assistance with enforcing the Lease, Lessor shall ensure that all vehicles properly parked on the Premises pursuant to the Lease shall be designated with a placard, sticker, or other clear marking indicating it has permission to be parked on the Premises.

Section 5 - Consideration. In exchange for the exclusive use of the Premises, Lessee shall pay a monthly rate of \$40.00 per parking space. As shown in Exhibit A, this Lease is for twelve (12) parking spaces. Accordingly, the monthly payment due pursuant to this Lease is

\$480.00. The \$480.00 per month shall be made payable to “City of Charleston – Parking System” and remitted to PO Box 2749, Charleston, WV 25330.

Section 6 - Responsibility for Claims. Lessor will be responsible for any claims or damages arising from willful, intentional, or unlawful acts of Lessor, or its employees or agents. Lessee will be responsible for any claims or damages arising from willful, intentional, or unlawful acts of Lessee, or its employees or agents. Liability for any other claims will be fact dependent.

Section 7 - Liability Insurance. Lessee acknowledges that it has the right and authority to obtain and maintain liability insurance coverage for any property it keeps on the Premises or for any claims brought against it related to the Premises. Lessee further acknowledges that Lessor does not have the authority to obtain and maintain liability insurance coverage for the property Lessee keeps on the Premises.

Section 8 -Termination. Lessor or Lessee may terminate the Lease upon thirty (30) days written notice.

Section 9 - Assignment and Subletting. Lessee shall not sublet, assign, or encumber this Lease without express written consent of Lessor, which consent shall not be unreasonably withheld.

Section 10 - Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given at the time delivered or deposited in the United States mails, certified or registered and postage prepaid, addressed to the parties as follows:

If to Lessor: City of Charleston
Attn: City Manager's Office
501 Virginia Street E
Charleston, WV 25301

If to Lessee: Supreme Court of Appeals
Attn: Administrative Director
Building #1, Room # E-100
1900 Kanawha Blvd East
Charleston, WV 25305

Section 11 - Authority. Lessor and Lessee each hereby represent and warrant unto the other that (i) all necessary action has been taken on the part of Lessor and Lessee, respectively, to obtain approval and authority to enter into this Lease and to perform their respective obligations hereunder and (ii) that the person executing this Lease on behalf of Lessor and Lessee is fully authorized to bind the Lessor and Lessee respectively.

Section 12 - Choice of Law, Dispute Resolution, and Consent to Jurisdiction.

This Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default, or other dispute through negotiation.

IN WITNESS WHEREOF, the parties hereunder have subscribed their signatures as of the date first above written.

THE CITY OF CHARLESTON

By: _____

Its: _____

Date: _____

THE SUPREME COURT OF APPEALS OF
WEST VIRGINIA

By: _____

Its: _____

Date: _____

EXHIBIT A – Premises at California



EXHIBIT A – Premises at Venable



Resolution No. 519-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 519-21 - Directing the City Treasurer to transfer the amount of \$2,000,000.00
2 from the Sinking Fund, Fund 100, to the General Maintenance Fund, Fund 220, for the
3 purposes of funding a portion of the construction of the Slack Plaza / City Center renovation
4 project. The balance in the Sinking Fund exceeds the purposes for which it was established.
5
6 Be it Resolved by the Council of the City of Charleston, West Virginia:
7 That the City Treasurer is directed to transfer the amount of \$2,000,000.00 from the Sinking
8 Fund, Fund 100, to the General Maintenance Fund, Fund 220, for the purposes of funding a
9 portion of the construction of the Slack Plaza / City Center renovation project. The balance in
10 the Sinking Fund exceeds the purposes for which it was established.

Resolution No. 520-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 520-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Insight Pipe Contracting in the amount of \$255,510 for the installation of cured-in-place
3 thermosetting resin pipe lining construction services, where the vendor was selected through a
4 competitive bidding process.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7 That the Mayor or City Manager is authorized to enter into a contract with Insight Pipe
8 Contracting in the amount of \$255,510 for the installation of cured-in-place thermosetting
9 resin pipe lining construction services, where the vendor was selected through a competitive
10 bidding process.

Cured in Place (CIP) Thermosetting Resin Pipe Lining RFP E307/21-139
Bid Opening Date 7/27/21

			Insight Pipe Contracting 232 E. Lancaster Rd. Harmony PA 16037 724-452-6060 francis.mccollough@insightpipe.com		INSITUFORM 17988 Edison Ave Chesterfield, MO 63005 636-530-8000 cadkins@aegion.com			
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total		
Item 3.01 Mobilization	LS	1	\$10,000.00	\$10,000.00	\$16,655.00	\$16,655.00		
Item 3.02 Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$7,260.00	\$7,260.00		
Item 3.03 CIP PipeLining for 8"	LF	180	\$30.00	\$5,400.00	\$52.00	\$9,360.00		
Item 3.03 CIP PipeLining for 10"	LF	70	\$54.00	\$3,780.00	\$113.00	\$7,910.00		
Item 3.03 CIP PipeLining for 12"	LF	290	\$48.00	\$13,920.00	\$84.00	\$24,360.00		
Item 3.03 CIP PipeLining for 15"	LF	290	\$61.00	\$17,690.00	\$121.00	\$35,090.00		
Item 3.03 CIP PipeLining for 24"	LF	450	\$108.00	\$48,600.00	\$195.00	\$87,750.00		
Item 3.03 CIP PipeLining for 36"	LF	110	\$438.00	\$48,180.00	\$550.00	\$60,500.00		
Item 3.03 CIP PipeLining for 48"	LF	130	\$368.00	\$47,840.00	\$518.00	\$67,340.00		
Item 3.04 Lateral Reconnect	EA	12	\$100.00	\$1,200.00	\$245.00	\$2,940.00		
Item 3.05 Allowances	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00		
Item 3.06 Alternate CIP Pipe Lining for 18"	EA	450	\$62.00	\$27,900.00	\$85.00	\$38,250.00		
Base Bid Total			\$255,510.00		\$387,415.00			
Local Vendor Preference (4%)			NOT REQUESTED		NOT REQUESTED			

Before



old, broken pipe

After



old pipe repaired
with new lining

Resolution No. 522-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 522-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Red Hot Fire Equipment in the amount of \$70,302.22 for the purchase of 37 sets of turnout
3 gear for the Charleston Fire Department, where the purchase will be made using a
4 competitively sourced nation-wide fire equipment contract.
5
6 Be it Resolved by the Council of the City of Charleston, West Virginia:
7 That the Mayor or City Manager is authorized to enter into a contract with Red Hot Fire
8 Equipment in the amount of \$70,302.22 for the purchase of 37 sets of turnout gear for the
9 Charleston Fire Department, where the purchase will be made using a competitively sourced
10 nation-wide fire equipment contract.

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 06/16/21

Account Number#: 3-345

Vendor: Red Hot Fire Equipment

Vendor # 9384

Contact: Josh Smith

Phone# _____

Address: _____

(Street, City, State, Zip)

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
20	Sets of Bunker Gear	1,900.06	38,001.20
TOTAL			38,001.20

Requested By: Trevor Dysart

Purpose of Request: Purchase of 20 sets of PPE turnout gear to replace damaged or out of date PPE of current members.

Operations Chief:

☐

Denied

☐

Approved

Date: _____

Administrative Chief:

☐

Denied

☒

Approved

Date: 6/16/2021

Fire Chief:

☐

Denied

☐

Approved

Date: _____

1515 Lower Gragston Creek Rd
Prichard, WV 25555

Date	Estimate #
6/16/2021	1253

Name / Address
Charleston Fire Department Asst. Chief Chad Jones 808 Virginia St. W Charleston, WV 25302

Ship To

P.O. No.	Terms	Rep
	NET 30	JS

Item	Description	Qty	Cost	Total
PSGQ24798	Charleston FD WV SPEC - LION Sourcewell Cooperative Pricing	20	1,900.06	38,001.20

Quote Good Till 7/30/21

Josh Smith, Northern WV Sales Manager

Phone #
304-419-5296

E-mail	Web Site
rhfe51@hotmail.com	www.redhotfireequipment.com

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 06/16/21

Account Number#: 3-345

Vendor: Red Hot Fire Equipment

Vendor # 9384

Contact: Josh Smith

Phone# _____

Address: _____

(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
17	Bunker Gear	1,900.06	32,301.02
TOTAL			32,301.02

Requested By: Trevor Dysart

Purpose of Request: Purchase of 17 sets of PPE turnout gear for Rookie Class 06-21

Operations Chief:

☐ Denied ☐ Approved

Date: _____

Administrative Chief:

☐ Denied ☒ Approved

Chad Jones

Date: 6/16/2021

Fire Chief:

☐ Denied ☐ Approved

Date: _____

1515 Lower Gragston Creek Rd
Prichard, WV 25555

Date	Estimate #
6/14/2021	1252

Name / Address
Charleston Fire Department Asst. Chief Chad Jones 808 Virginia St. W Charleston, WV 25302

Ship To

P.O. No.	Terms	Rep
	NET 30	JS

Item	Description	Qty	Cost	Total
PSGQ24798	Charleston FD WV SPEC - LION Sourcewell Cooperative Pricing	17	1,900.06	32,301.02

Phone #
304-419-5296

E-mail	Web Site
rhfe51@hotmail.com	www.redhotfireequipment.com

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **LION First Responder PPE Inc.**, 7200 Poe Ave., Suite 400, Dayton, OH 45414 (Vendor).

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

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

1. TERM OF CONTRACT

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

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **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 Member 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 Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers 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.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

Sourcwell 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 Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- 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. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any 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. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. 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.

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

21. COMPLIANCE

A. LAWS AND REGULATIONS. All 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 status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

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

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:00 PM CDT

LION First Responder PPE Inc.

DocuSigned by:
By: Mark T. Smith
5B7DDCBA48E84BD...
Mark T. Smith

Title: President LION Americas

Date: 5/6/2020 | 9:52 AM CDT

Approved:

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

Title: Executive Director/CEO

Date: 5/6/2020 | 9:53 AM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: LION First Responder PPE

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

Address: 7200 Poe Avenue
Dayton, OH 45414

Contact: Melissa Kirk

Email: mkirk@lionprotects.com

Phone: 937-266-0869

Fax: 937-415-0869

HST#: 47-1845529

Submission Details

Created On: Tuesday February 25, 2020 11:04:25

Submitted On: Thursday March 26, 2020 15:27:16

Submitted By: Melissa Kirk

Email: mkirk@lionprotects.com

Transaction #: ce8d59f7-17bf-4a73-99ce-22a9fa717684

Submitter's IP Address: 72.0.146.98

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):	LION First Responder PPE, Inc.	*
2	Proposer Address:	7200 Poe Ave. Suite 400 Dayton, OH 45414	*
3	Proposer website address:	www.lionprotects.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):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Director, Sales Operations 7200 Poe Ave Suite 400 Dayton, OH 45414 mkirk@lionprotects.com 937.415.2817	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Ave Suite 400 Dayton, OH 45414 stheodor@lionprotects.com 937.415.2935	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	1898 - LION begins as a mobile dry goods and clothing store. 2020 - LION continues to deliver innovative, patented technology to the fire service market. LION Core Beliefs Fostering customer intimacy We have a deep commitment to delivering at a "world-class" level our customers' personal safety, readiness and professional identity needs. Delivering that starts with having strong personal networks, and with personal experience walking in the shoes of the customer. Doing what we promise We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values - like us, they strive to win with integrity. Learning from everything and everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them. Respecting all people We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement. Collaborating to deliver solutions We use teamwork and a commitment to do whatever it takes to deliver solutions; that is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect and collaboration are at the heart of Lion's success. Nothing short of excellence We understand that exceeding our customers' expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools - this is how we consistently and reliably achieve flawless execution. Being good corporate citizens We extend our sense of leadership to the global communities in which we live and work - we are privileged to give back to those that give so much to us.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	PPE Products - Turnout Gear, Helmets, Gloves, Boots, Hoods, CBRN, StationWear, Rescuewear, First Responder Training Products, PPE Maintenance, Fire Training	*
9	What are your company's expectations in the event of an award?	To leverage the Sourcwell Cooperative Purchasing agreement to further protect those who protect others... because firefighters and those around them are at risk.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcwell is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits. Cooperative purchasing with Sourcwell leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process.	*
11	What is your US market share for the solutions that you are proposing?	20-25%	*
12	What is your Canadian market share, if any?	35%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

14	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?	Manufacturer LION partners with a Distribution Network to deliver products and services. Distribution Partners employee Distribution Sales Representatives.	*
15	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.	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All have been included.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
19	What percentage of your sales are to the governmental sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner. Approximately 5% would be direct to LION .	*
20	What percentage of your sales are to the education sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ohio State - Approx. \$7M New Jersey New York - Approx. \$5M NPP	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
CITY OF PHOENIX	Catherine Logan	(602) 534-0943	*
MISHAWAKA FIRE DEPT	David Ray	(574) 257-0620	*
ORANGE BEACH FIRE / RESCUE	Lt. LaPorto	(407) 761-2431	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Riverside Co	Government	New York - NY	CBRN	n/a	n/a	*
FDNY	Government	New York - NY	CBRN	n/a	n/a	*
Baltimore Co	Government	Maryland - MD	CBRN	n/a	n/a	*
ILEAS (Illinois Law Enforcement Alarm System)	Government	Illinois - IL	CBRN	n/a	n/a	*
Tom Smith Fire Equipment	Government	Florida - FL	MILITARY (DLA)	n/a	n/a	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	LION field sales – 22 Direct Employees Located across the United States and Canada Servicing the United States, Canada, Latin America and Middle East	*
26	Dealer network or other distribution methods.	Dealer Network, 100 plus distribution partners	*
27	Service force.	LION TotalCare Market Centers – 6 locations. Atlanta, Boston, Chicago, Houston, Memphis, Wilmington, with 72 employees	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LION works with Distribution Partners with hundreds of Distribution Sales Representatives in the US and Canada that provide customer service to the Fire Service. LION operates a customer service department in Dayton, Ohio and Albany, NY that processes warranty claims and miscellaneous customer inquiries.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*

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.	Protecting at Every Level. By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote those services and drive revenue and profitable share growth for our company and for our partners. Our areas of strength / Marketing Strategy • Core Values and Commitment to Service • Team Structure and Support • Methodical Approach to Business - o Market Analysis - o Customer Segmentation - o Product Launch Plans • Meaningful Product Differentiation • Brand Building • Metro Support • Dealer Support - o LION University • End-User Outreach - o Press Releases / Press Coverage - o LION Mobile Fire Experience - o Metro Sponsorships - o Customer Education / Awareness Campaigns - o Trade Shows - o Collateral Development - o Advertising - o Industry Supplements - o Videography - o Digital Platforms (website, LION Fire Academy) - o Social Media Put this in for Question 33: LION uses multiple social media platforms, maintains an informative website,
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sales strategies.
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?	The ability to use Sourcewell as a purchasing vehicle will be incorporated in the Sales Strategy for the field sales team.
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.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION Fire Academy LION Fire Academy provides fire department members with online training on PPE and Continuing Education Units for successful completion. Fire instructors can incorporate PPE education into their classes and have their students earn credits. If you are a fire student or contemplating a career in firefighting, you'll find helpful quizzes, videos and links on PPE and other firefighting topics. NFPA 1851 and NFPA 1500 training modules are valid for any brand of PPE at no cost. lionfireacademy.com

37	Describe any technological advances that your proposed products or services offer.	See Marketing information	*
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.	CORPORATE POLICY: 1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our buildings by 2020. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfur Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2019. All new employees receive the attached handout on what can and cannot be recycled. d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper. 5. We strive to minimize material waste. a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes. b. Lion has a program to recycle used turnout gear. We have already delivered more than 1000 sets of used reconditioned gear. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. We have installed a brand-new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. Lion's Dayton corporate headquarters has been certified in 2015-2018 as a Green Business by the Dayton Regional Green Initiative (DRG3). 9. Lion complies with all environmental laws and regulations in the locations where we operate. LION Recycling Policy At LION, we educate our employees on practical efforts to decrease waste. As part of our core beliefs of being good corporate citizens, we strive to be more environmentally sustainable. Please utilize the small cardboard box under your desk to recycle the following items. • Plastic bags, batteries, & light bulbs The EPA estimates that 75% of the American waste stream is recyclable, but we only recycle about 30% of it. Please do your part and recycle!	*
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.	LION does not have an eco policy	*
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.	LION is a big business, so no SB certificates.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	As a result of our commitment to research-based design and innovation, LION has been awarded multiple patents for PPE and training products that prepare first responders for the hazards they face each day. Our dedicated R&D staff works with fire departments to generate and evaluate new product ideas. End-users collaborate with us on product development wear trials, training tests, focus groups, and surveys. The Personal Protection Council (PPC) focuses on fire service trends and unmet needs.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Products and Services are available in Canada.	*

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 *
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43	Do your warranties cover all products, parts, and labor?	WARRANTY a. For PPE and uniforms, Supplier warrants that all its firefighter and emergency responder protective clothing, uniforms and equipment meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free from any defect in workmanship or any patent material defect. b. Conditions of use are outside the control of Supplier. It is the responsibility of Customer to inspect and maintain the product to assure it remains fit for its intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty. continued on next page 2019 LION Customer Policies — Terms/Warranty (Continued) 50 – LION Turnout™ Price List RETAIL PRICE LIST Effective October 1, 2019 Price subject to change without prior notice c. If the agreement involves the processing of material supplied by the Customer, Supplier warrants the product incorporating the material to be free from only manufacturing defects for a period of six (6) months after delivery. If the processing proves to be unsound, Supplier may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the Customer, or refund a proportionate amount of the agreed contract price. d. Subparagraphs e, f, g and h of this section apply exclusively to training products: e. Supplier warrants the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term as agreed in writing between Supplier and the Customer. No warranty is given for products that were not new at the moment of delivery, and/or products that are not in use by the Customer itself. Supplier does not warrant that the goods are suitable for the purpose for which the Customer intends to use them. Supplier does not warrant the absence of any faults of the products if and insofar as the products were made following the design and/or other instructions or materials of the Customer. f. Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the product delivered are warranted for twelve (12) months or seven hundred and fifty (750) hours of use, whichever comes first. Replacement of any parts damaged as result of excessive usage and operation, defined as greater than eighty-five (85) hours per month or one thousand (1,000) hours per year, or more than ten (10) hours of continuous operation, shall be excluded from the warranty. g. Supplier must be informed of more intensive use as soon as it becomes clear that the product is likely to be used more than indicated in General Terms or a separate agreement signed by both parties. If the Customer remains in default of notifying Supplier, the warranty is voided. h. Faults that arise after modification or repair by third parties, faults resulting from the use of the products for a purpose other than that for which they are intended, and faults arising from normal wear-and-tear, injudicious use or improper maintenance are not covered by the warranty. The Customer is also barred from invoking the warranty provisions: i. if software and/or systems purchased by the Customer have been installed without the prior consent of Supplier and/or not fully according to any given instructions of Supplier; ii. in the event of negligence on the part of the Customer with regard to maintenance, or if the Customer has used the goods for purposes for which they were not designed; iii. if the Customer has made changes or had changes made to the goods; iv. in the event of injudicious or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities; or v. for software problems resulting from the installation of software installed by the Customer or third parties without the explicit permission of Supplier.
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44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPT AS SET FORTH ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. j. Under the above warranties, Supplier will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Customer's sole remedy and Supplier will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Customer's use of such product. k. The repairs under warranty will normally be carried out by Supplier at its factory, affiliate, or other designated facility. Only if repair by Supplier or a third party engaged by Supplier is not possible, and Supplier has duly communicated this to the Customer, the Customer shall be entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed). l. Supplier may decide not to repair the goods but instead to replace them with brand new or equivalent goods, or to take back the goods and, if appropriate, refund part of the purchase price and/or offer a comparable alternative. m. The goods replaced under this warranty will be the property of Supplier. n. These warranty obligations apply only to any product, part or component which is returned to Supplier or a Supplier Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Supplier agrees to be defective as covered by this warranty. o. The word "product" includes the product itself and any parts or labor furnished by Supplier with the sales, delivery or servicing of the product. p. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture. q. The limited warranty for firefighter PPE does not cover the following items after receipt of the product by Customer: i. Claims made after sixty (60) days from the date of shipment for damage to materials; ii. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; iii. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; iv. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); v. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); vi. Damage caused by repair work not performed to factory specifications; vii. Damage from routine exposure to common hazards which may cause rips, tears, burn damage or abrasion; viii. Loss of retroreflectivity of reflective trim due to normal wear and tear and/or heat exposure; ix. Detachment of reflective trim due to thread abrasion and/or heat exposure; x. Replacement of zippers or closures worn partially sealed and/or damaged by heavy wear and tear; xi. Loss of buttons, snaps, or cuff seams.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	All expenses are covered to perform approved warranty claims on Training Props and Fire Safety Trailers. - o Core products are shipped back to the factory for repair. - o Over the phone troubleshooting often required. - o Warranty does not cover misuse/neglect.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No. Lion can provide a certified factory tech or approved dealer technician to perform warranty repairs anywhere in the US or Canada. All core products can be shipped back to the factory for repair.	*

47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	COMPLAINTS & LIABILITY a. Without prejudice to all that is stipulated in the agreement and elsewhere in these General Terms, Supplier will not be liable, contractually and/or extra-contractually, for direct damages, except insofar as the Customer proves that the damage and/or loss is the result of a shortcoming relating to the delivered product that can be fully and solely attributed to Supplier, in which case, however, the total liability of Supplier will be still limited to the amount that is covered by its insurance. If no insurance coverage exists, for any reason at all, Supplier's liability is limited to a sum equal to the amount of the invoice value of the supplied goods that gave rise to the liability. Supplier can never be held liable for loss of profits, loss of earnings or other indirect and consequential damage. Supplier will in no event be liable, unless insofar as it explicitly accepts liability in these General Terms or in a written agreement between Supplier and the Customer. b. Complaints must be submitted to Supplier in writing, with argumentation, within fourteen (14) days after the Customer becomes aware or could reasonably have become aware of the complaint, failing which Supplier is entitled to disregard the complaint and the Customer is deemed to have waived any claim it may have against Supplier with regard to the complaint. c. If a timely and well-substantiated complaint is found justified, Supplier is entitled to either lower its invoices or improve the results of its work. d. Complaints do not entitle the Customer to suspend or offset any payments. e. After delivery, Supplier is no longer liable for faults, excepting where faults are fully and solely attributable to Supplier and the Customer did not give notice of such faults prior to the transfer in title, and furthermore the Customer could not reasonably be expected to have discovered these faults at the moment of transfer in title and register a complaint concerning the fault within the appropriate time frame as stipulated herein. f. If and insofar as the Customer has insured any risk associated with the agreement, the Customer is obliged to claim any damages under that insurance and indemnify Supplier against recovery claims by the insurer. g. Supplier's liability for direct material damages is at all times limited to the net amount of the invoice pertaining to the agreement (excluding VAT). Under no circumstances shall the compensation exceed the amount for which Supplier has procured insurance coverage for the loss-causing events and for which coverage is actually provided. h. The following are not subject to compensation: Consequential loss, including damages due to business stoppage and loss of profit; Damages inflicted on persons and/or property found in the vicinity of the location where the contract is being performed inflicted by or during the performance of the contract; Damages caused by third parties, such as auxiliaries engaged by Supplier. i. Excepting where otherwise agreed in writing, all liability of Supplier is cancelled (and therefore will expire) at the latest after six (6) months have elapsed from the moment at which the agreement ends by transfer in title, dissolution or cancellation. j. The legal claim derived from a fault for which Supplier is liable is not admissible (and will therefore expire) if it is brought later than six (6) months following the day on which the agreement ends by virtue of delivery, transfer in title, dissolution or cancellation.
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48	What are your proposed exchange and return programs and policies?	RETURNS a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items: i. Products that have been worn, laundered, altered or soiled are non-returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission. c. Return of stock goods are subject to a fifteen percent (15%) restocking fee. d. Custom made-to-order products are not returnable.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts for core products are described in the attachment. Large Prop and Fire Safety Trailer service contracts are priced individually, see summary attachments.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Leasing can be offered through a 3rd party service.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	N/A	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	In most cases, orders are submitted through Distribution to LION. The Sourcewell Member Designation would be documented on the purchase order. Quarterly a LION Representative will run a report identifying Sourcewell orders to calculate the appropriate quarterly fee.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, no additional cost.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A percentage discount off list is provided by product category. List price lists for each category to be uploaded.	*
56	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.	A percentage discount off list is provided by product category is listed in our document.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
58	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.	N/A	*
59	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.	LION Training Products: Freight is not included. Applicable fees may be charged for inspection, installation, set up and training. LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	FOB: Origin	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	See attachment

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	One point of contact. Monthly review of departments registered with Sourcewell. Specific order field for Sourcewell Member information. LION reports all sales.
65	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.)	.75% of sale

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	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.	Monthly review of departments utilizing agreement. Monthly review of opportunities eligible for agreement utilization. Educate field sales regarding cooperative agreement.
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	By looking at both the immediate and long-term risks, we are actively working on advocating and developing products and services that protect the health of those that protect our communities.
68	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers a wide variety of customization including outershell, moisture barrier, thermal liner, pockets, trim, reinforcements and lettering.
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizing services can offered in person, via video or by sizing guideline documentation. Sizing can be performed using a sizing set or measuring tape.
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	In most cases, on site or in person services are provided through LION's Distribution Network with the support of the LION Distribution Sales Manager, Metro Account Manager, Product Manager and Demo Team.
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. 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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Lion Balance Sheet FY19 Highly Confidential.pdf - Thursday March 26, 2020 15:25:06
- [Marketing Plan/Samples](#) - LION Sourcewell marketing plan.pdf - Thursday March 26, 2020 15:23:12
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Fire Safety Trailer Service Plan (no pricing).pdf - Thursday March 26, 2020 15:23:25
- [Pricing](#) - Sourcewell_LION Discount off List.pdf - Thursday March 26, 2020 15:22:40
- [Additional Document](#) - Service Plan 2019 Pricing.pdf - Thursday March 26, 2020 15:25:25

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Smith, SR Vice President, LION First Responder PPE, 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_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☒	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☒	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☒	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☒	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☒	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☒	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☒	--

