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
Tuesday, July 5, 2022
6:30 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. <u>DISCUSSION:</u>

a. Approval of Previous Minutes 6-21-2022

II. <u>RESOLUTIONS:</u>

a. Resolution No. 691-22 – Authorizing the Mayor or City Manager to enter into a contract with Red Hot Fire Equipment for 30 sets of turnout gear for newly hired recruits of the Charleston Fire Department.

b. Resolution No. 692-22 - That the Mayor or City Manager to enter into a contract with Western Branch Diesel to repair Fire Engine, where the vendor is a sole source provider for the contemplated repair work.

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

MINUTES
FINANCE COMMITTEE MEETING
6:00 P.M., JUNE 21, 2022
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:00 p.m., June 21, 2022.

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 (over Zoom)
Becky Ceperley
Mary Beth Hoover
Chad Robinson

Absent:

Other Councilmembers present:
Bobby Brown
Jennifer Pharr

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the June 6, 2022 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

b. CVB Presentation – Annual Report – A copy of the report is attached to the published agenda at https://charlestonwv.civicclerk.com/Web/Player.aspx?id=1490&key=-1&mod=-1&mk=-1&nov=0 and is available in the City Clerk's Office.

II. RESOLUTIONS:

a. Resolution No. 674-22 – Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $84,000 and administer any funds awarded. These funds will provide partial salary reimbursement for the three Charleston Police Department Prevention Resource Officers (PRO) assigned to George Washington High School, West Side Middle School and Capital High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $84,000 and administer any funds awarded. These funds will provide partial salary reimbursement for the three Charleston Police Department Prevention Resource Officers (PRO) assigned to George Washington High School, West Side Middle School and Capital High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

City Manager, Jonathan Storage, added the grant will allow the City to continue its resource program that works with school-age children.

Councilmember Jenkins spoke in favor of the program.

Councilmember Robinson asked why schools such as Horace Mann were excluded. Officer Daniels replied that they do have a presence in those "feeder schools," but they are limited as to manpower. They provide them with the same services, they are just not on-sight as they are with the listed schools.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 674-22 approved.

b. <u>Resolution No. 675-22</u> – Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – George Washington High School, West Side Middle School and Capital High School.

   <u>Be it Resolved by the Council of the City of Charleston, West Virginia:</u>

   That the Mayor or City Manager is authorized to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – George Washington High School, West Side Middle School and Capital High School.

Storage added that the agreement is the same as with previous years.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 675-22 approved.

c. Resolution No. 676-22 – Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

Storage added that the grant is the same as with previous years.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 676-22 approved.

d. Resolution No. 677-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to Fund for the Arts in the total amount of $112,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.

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

   That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA") funds to Fund for the Arts in the total amount of $112,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted. The grant is approved in full or in part based upon information submitted to the City in the grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

Storage added that the funds will be used to continue the Wine and Jazz Festival and to make up for lost funding for the arts programs.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 677-22 approved.

e. Resolution No. 679-22 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act ("ARPA") funds to WV Music Hall of Fame in the total amount of $32,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.

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

   That the Mayor or City Manager is authorized to grant American Rescue Plan Act ("ARPA") funds to WV Music Hall of Fame in the total amount of $32,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted. The grant is approved in full or in part based upon information submitted to the City in the grant recipient's City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 679-22 approved.

f. Resolution No. 680-22 – Authorizing the Mayor to sign and submit to the U.S Department of Housing and Urban Development the Annual Action Plan for Program Year 2022 (FY 2022 to 2023), Year 3 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

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

That the Mayor is hereby authorized and directed to sign and submit to the U. S. Department of Housing and Urban Development the Annual Action Plan for Program Year 2022 (FY 2022 to 2023), Year 3 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

Director of the MOECD, Andy Backus, added that the this is the 3rd of a five-year consolidated plan. The listed projects support that plan in that they will continue to promote safe and affordable housing through the HOME and CDBG programs.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 680-22 approved.

g. Resolution No. 681-22 – Authorizing the Finance Director to amend the 2021 Community Development Block Grant budget as indicated on the accounts listed below.

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

That the Finance Director is hereby authorized and directed to amend the 2021 Community Development Block Grant budget as indicated on the accounts listed below:

Account Number	Description	Amount
009-021-00-002-0-999	City Owned Buildings $10,000.00	Decrease
Giltinan Center		
009-021-00-002-0-999	City Owned Buildings $10,000.00	Decrease
Mel Wolf CDC		
009-021-00-002-0-999	City Owned Buildings	$10,000.00
Decrease		
Smith Street Station		
009-021-00-0059-999	Kanawha City Rec Ctr $9,345.68	Decrease
ADA bathroom		
009-021-00-199-0-999	Unprogrammed Funds	$39,345.68
Increase		

The city proposes to re-program these remaining funds to unprogrammed funds for future projects, including cost overruns or emergency projects.

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

That the Mayor is hereby authorized and directed to sign and submit to the U. S. Department of Housing and Urban Development the Annual Action Plan for Program Year 2022 (FY 2022 to 2023), Year 3 of the Consolidated Plan and all required certifications and agreements, including Sub-recipient project contracts relating to the Annual Action Plan.

Backus added that funds allocated to City Owned Buildings were not fully needed, so they will be transferred to Unprogrammed Funds for contingencies.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 681-22 approved.

h. Resolution No. 682-22 – Approving the proposed Fiscal Year 2022-2023 Coliseum & Convention Center and Municipal Auditorium budget as indicated within the attached document.

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

That the proposed Fiscal Year 2022-2023 Coliseum & Convention Center and Municipal Auditorium budget as indicated within the attached document is approved.

Andrew Thompson, from the Coliseum and Convention Center, added that they have had a great concert live-event year. Additionally, they will end the year with 308 sports events. They anticipate next year to be even stronger.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 682-22 approved.

i. Resolution No. 683-22 – Receiving the annual report of the City Center Business Improvement District, approving the proposed budget of the City Center Business Improvement District for the 2022-2023 fiscal year, and levying the rate of annual fees for the City Center Business Improvement District on each private for-profit property owner within the District.

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

That the annual report of the City Center Business Improvement District is received; that the proposed budget of the City Center Business Improvement District for the 2022-2023 fiscal year, as attached as Exhibit A hereto, is approved; and that, and the rate of annual fees for the City Center Business Improvement District on each private for-profit property owner within the District is levied at the equation of (total land lot size square footage x .075) + (total building square footage x .03325).

Lewis Payne, representing the BID Board, added that they have hired GAI to do a master plan, and will be hiring a Neighborhood Ambassador.

Councilmember Jenkins confirmed that the assessment will remain the same.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 683-22 approved.

j. Resolution No. 684-22 – Whereas, the City Council has allocated funds to implement the significant undertaking of installing synthetic turf on 10 City-owned athletic fields; and

Whereas, to undertake this multimillion-dollar project, the City Council recognizes that it must retain the services of an experienced and capable consultant to manage the project—a project involving many complicated sequencing and engineering challenges; and

Whereas, Turf Alliance LLC is a leading consultant and construction manager for the development and execution of athletic field synthetic turf projects; and

Whereas, Turf Alliance has administered synthetic turf projects for professional athletic fields and municipal parks and recreation fields alike; and

Whereas, Turf Alliance participated in a comprehensive consultant selection process administered by Sourcewell, a purchasing consortium administered by the State of Minnesota, to provide construction management and consulting services to Sourcewell members; and

Whereas, Turf Alliance is ready, willing, and able to administer the City's synthetic turf project, including developing all detailed specifications, seeking competitive construction bids, inspecting the quality of all work performed by contractors or subcontractors, making recommendations for payment to contractors based on project progress estimates, and strictly enforcing project budget allocations; and

Whereas, Turf Alliance is willing to enter into a type of project agreement with the City known as a "Construction Manager At Risk," where Turf Alliance will become financially liable for any project costs exceeding an established project budget allocation; and

Whereas, the American Institute of Architects ("AIA") recognizes "Construction Manager At Risk" agreements as an appropriate industry contracting vehicle for large and complex projects where the project owner wishes to shift budget overrun risk onto the project manager; and

Whereas, the Administration recommends the use of a "Construction Manager At Risk" for the City's synthetic turf project as a means to ensure quality of work, reduction of financial risk to the City's taxpayers, and timely project delivery.

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 Construction Manager At Risk contract with Turf Alliance LLC, to design and manage a synthetic turf project for up to 10 City-owned athletic fields, where the company's fee may not exceed 12% of the costs of construction and where the maximum project budget authorized is $8,100,000.

Storage added that the Administration recommends retaining the services of an experience and capable consultant to manage the project. The agreement will be what is known as a Construction Manager At Risk agreement where the construction manager will be financially liable for any project costs exceeding the established budget allocation. This will ensure the quality of work, the reduction of financial risk and timely completion of the project.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 684-22 approved.

k. Resolution No. 685-22 – Authorizing the Mayor or City Manager to enter into a contract with Dell Marketing LP (DBA Dell Technologies) in the amount of $49,472.00 to replace various computer equipment as part of an annual computer replacement capital outlay, whether the purchase price was determined through 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 (DBA Dell Technologies) in the amount of $49,472.00 to replace various computer equipment as part of an annual computer replacement capital outlay, whether the purchase price was determined through a competitively sourced statewide contract.

Storage added that various computer hardware will be replaced as part of a regular replacement cycle.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 685-22 approved.

l. <u>Resolution No. 686-22</u> – Whereas, on December 6, 2021, the City Council adopted Resolution No. 569-21, which authorized the Mayor or City Manager to enter into a cooperative agreement with Kanawha County Schools regarding the administration of a project to update and enhance Celebration Station, a community playground; and

Whereas, the City of Charleston is a part of a purchasing cooperative known as Sourcewell that permits the City to leverage exceptional buying power though a nationally recognized competitive procurement process, which includes the ability to direct-purchase playground equipment from participating manufacturers at established contract rates; and

Whereas, the City of Charleston and Kanawha County Schools have worked cooperatively to identify the best design and equipment to be installed within Celebration Station; and

Whereas, since the adoption of Resolution No. 569-21, Kanawha County Schools has determined that additional equipment is necessary to complete the project; and

Whereas, Miracle Equipment Company, the City's Sourcewell playground equipment vendor, has supplied the City with a quote for the additional equipment, as enumerated in Exhibit A attached hereto; and

Whereas, The Greater Kanawha Valley Foundation will fully reimburse the City for the expense of the additional equipment purchased.

<u>Be it Resolved by the Council of the City of Charleston, West Virginia:</u>

That the Mayor or City Manager is authorized to enter into a contract with Miracle Recreation Equipment Company in the amount of $30,113.50 for the purchase of various equipment to be installed a Celebration Station, a community playground, where the purchase price was determined through a competitively sourced purchasing contract administered by Sourcewell and where the City will be fully reimbursed by The Greater Kanawha Valley Foundation using private funds raised by the Rotary Club of Charleston.

Storage added that the City will act as the purchasing agent for the playground equipment as they will be able to procure contract rates. The City will be fully reimbursed by The Greater Kanawha Valley Foundation

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 686-22 approved.

m. Resolution No. 687-22 – Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2021, and ending June 30, 2022.

   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 Memorandum of Understanding (MOU) with other participating agencies comprising the Metro Drug Enforcement Network Team (MDENT), consistent with Attachment A hereto, that assists the Charleston area offices of the Drug Enforcement Administration, the Federal Bureau of Investigation and the Bureau of Alcohol, Tobacco, Firearms and Explosives to achieve maximum cooperation in combined law enforcement efforts to address drug and related violent crime offenses in Charleston and surrounding communities. The MOU is in effect for a one-year period starting July 1, 2022, and ending June 30, 2023.

Storage added that the proposed MOU is a yearly renewal, which sets the parameters and guidelines of the MDENT arrangement.

Councilmember Jenkins confirmed that there are no changes from last year.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 687-22 approved.

n. Resolution No. 688-22 – Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process, where the prices will remain fixed for one year with the option of two, one-year renewals.

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 Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process, where the prices will remain fixed for one year with the option of two, one-year renewals.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 688-22 approved.

o. Resolution No. 689-22 – Authorizing the Mayor or City Manager to enter into an as-needed contract with Hanson Ready Mix for the purchase of portland cement pursuant to a competitive bidding process, where the prices to be charged are included in Exhibit A, attached hereto, and the prices will be fixed for one year with renewal options for two, one-year terms.

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

That the Mayor or City Manager is authorized to enter into an as-needed contract with Hanson Ready Mix for the purchase of portland cement pursuant to a competitive bidding process, where the prices to be charged are included in Exhibit A, attached hereto, and the prices will be fixed for one year with renewal options for two, one-year terms.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 689-22 approved.

p. Resolution No. 690-22 – Authorizing approval of Amendment No. 9 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. 9 of the FY 2021-2022 General Fund Budget as indicated on the attached list of accounts is approved.

Storage added that due to various challenges regarding computer programming, workers, etc. for the 2022 Primary Election, elections costs to the City were higher than expected.

Councilmember Reishman moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 690-22 approved.

Councilmember Reishman motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 691-22

Introduced in Council: Adopted by Council:

July 5, 2022 ______ ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 691-22 – Authorizing the Mayor or City Manager to enter into a contract with Red Hot Fire Equipment in the amount of $65,204.40 for 30 sets of turnout gear for newly hired recruits of the Charleston Fire Department, where the purchase price was determined through a competitively sourced contract administered by Sourcewell, a purchasing consortium.

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 Red Hot Fire Equipment in the amount of $65,204.40 for 30 sets of turnout gear for newly hired recruits of the Charleston Fire Department, where the purchase price was determined through a competitively sourced contract administered by Sourcewell, a purchasing consortium.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 6/22/2022

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies:

30 sets Turnout PPE for new recruits

Purchase justification:

Required Turnout gear (coats and pants) for newly hired recruits (purchasing from Red Hot Fire Equipment through Sourcewell contract)

If approved, the total purchase price will be: $65,204.40

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. Red Hot Fire Equipment Price Quote: $65,204.40

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: Red Hot Fire Equipment

AND

☒ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ______________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

____

____

____

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(*Name & Phone Number*)______________________

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ______________________________

____

L.F.

Request Submitted By: Lisa Fisher for CFD Department: City Manager's Office

Is this purchase being paid with grant funds? ☐ Yes ☒ No

****

Funds Approval: ______________________ Date: 6/28/2022

Authorized Financial Officer

Account Number: 001-706-00-000-3-345 FY 2023, Council Approval Required

City Manager Approval: ______________________ Date: ______________________

RED HOT FIRE EQUIPMENT

1515 Lower Gragston Creek Rd
Prichard, WV 25555

Quote

Date	Estimate #
5/26/2022	1297

Name / Address
Charleston Fire Department 808 Virginia St. W Charleston, WV 25302

Ship To

P.O. No.	Terms	Rep
	NET 30	SC

Item	Description	Qty	Cost	Total
PSGQ24798	Charleston FD WV SPEC Lion Coats / Pants	30	2,173.48	65,204.40

Steve Cavender
DSR
304-674-1382

Web Site
www.redhotfireequipment.com

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

Purchase Order #: ____________________

Date: 05/27/22 **Account Number#:** ____________________

Vendor: Red Hot Fire Equipment **Vendor #** ____________________

Contact: Steve Cavender **Phone#** ____________________

Address: ____________________
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
30	Turnout PPE for new recruits	2,173.48	65,204.40
		TOTAL	65,204.40

Requested By: Pat Coles

Purpose of Request: Turnout gear for newly hired recruits (coat and pants).

Operations Chief:
☐ Denied ☐ Approved ____________________ **Date:** ____________________

Administrative Chief:
☐ Denied ☑ Approved Chad Jones **Date:** 5/27/2022

Fire Chief:
☐ Denied ☐ Approved ____________________ **Date:** ____________________

PR Form, Revised 10/20/09

Revenue Tr@cking System

Main Menu \ Account/Contractor Status Inquiry

Basic Account Information

Account ID #	32101	**Business and Occupation Active:**	
Account Name:	RED HOT FIRE EQUIPMENT CO	**Business License Active:**	No
DBA:		**City Services Fee Active:**	No
Status:	ACTIVE	**Status Date:**	08/09/2021
Date Entered RTS:	08/09/2021	**Date Start:**	01/01/1999
Location Code:	OUTSIDE	**SIC:**	5999
Phone Number:	(304) 486-5438	**Cell Number:**	
Contact Name:	ROGER MITCHELL		

Account Physical Address

Attention To:

Address 1: 1515 LOWER GRAGSTON CREEK

Address 2:

City, State: PRICHARD , WV 25555

Account Mailing Address

Address Type: Account Physical Address

Lookup Results :

Trace Number: 62744

Results: **The Account is allowed to have transactions**

RETURN TO INQUIRE

Logged in User:Fisher, Lisa   Wednesday, June 22 2022   Logout

Sourcewell

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.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

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

A fully executed Sourcewell Price and Product Request Form will be 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. Sourcewell, 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to 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 Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

By: DocuSigned 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.

By: DocuSigned by: Mark T. Smith 5B7DDCBA48E84BD...
Mark T. Smith
Title: President LION Americas

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

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

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

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35%
Wildland Fire Fighting Protective Gear Versa Pro/Versa Pro Plus	15%
EMS & General Fire Garments	-
• Technical Rescue TR51	35%
• Urban Search and Rescue	35%
• Emergency Medical Operations Protective Ensembles TR51	35%
• Station Wear	35%
Helmets	35%
CBRN	15%
Gloves	10%
Boots	20%
Accessories Turnout Only	35%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	20%
Particulate Blocking Hoods	15%
Med Pro	15%
Core Training Products	3%

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

Examples of Turnout Gear
City of Charleston Fire Department

June 29, 2022


SIGNAL
PRE EMPT
461


LION
isodri


WARNING

Resolution No. 692-22

Introduced in Council: Adopted by Council:

July 5, 2022 ______ ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 692-22 – Whereas, Fire Engine 451 is in need of engine repair;

Whereas, Fire Engine 451 is a 2010 Pierce pumper truck and is a frontline emergency service vehicle;

Whereas, Western Branch Diesel is the only authorized Pierce Manufacturing repair vendor in the Kanawha Valley;

Whereas, until the vendor removes the engine head, the extent of the repair work could range from replacing a cylinder to whole engine block replacement;

Whereas, the estimated cost of cylinder replacement is $11,437.48 and the estimated cost of whole engine replacement is $34,095.81; and

Whereas, the Administration requests purchasing authority to proceed with engine block replacement in the event that the vendor determines that such repair is necessary.

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

That the Mayor or City Manager to enter into a contract with Western Branch Diesel in an amount not to exceed $40,000 to repair Fire Engine, where the vendor is a sole source provider for the contemplated repair work.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more.** A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

706/451

2010 Pierce Pumper

Date: 6-21-22

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: This is for either Having the cylinder Head replaced or Having the Engine replaced They won't Know until they pull Head off old Engine.

Purchase justification: This is our Fire pumper truck we will keep in the Fleet another 8-10 years.

If approved, the total purchase price will be: ____________________

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☑ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. Western Branch Diesel Price Quote: $ 11,434.78 Replacing cylinder Head

2. ______________________ Price Quote: $__________

3. Western Branch Diesel Price Quote: $ 34,095.87 Replacing Engine

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: ______________________

AND

☐ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ______________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

<u>ITEM A</u> (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

____

____

____

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(*Name & Phone Number*)______________________

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ______________________________

____

Request Submitted By: [signature] Department: Equipment Maintenance

Is this purchase being paid with grant funds? ☐ Yes ☐ No

****

Funds Approval: ______________________ Date: ____________
Authorized Financial Officer

Account Number: ____

City Manager Approval: __________________________ Date: ________________

3

WESTERN BRANCH DIESEL

3100 MacCORKLE AVENUE, SW
CHARLESTON, WV 25303
P: (304) 744-1511

Please Remit Payment to: Western Branch Diesel
(And Include ID # 10702) PO Box 7788
Portsmouth, VA 23707

SERVICE ESTIMATE	
E101000606	
Date Invoiced:	
PO No:	
Terms:	NET30

BILL TO
CITY OF CHARLESTON - 10702
EQUIPMENT MAINT DIV
1100B PENNSYLVANIA AVE
CHARLESTON WV 25302-3740
P: (304) 348-6456
F: (304) 348-1087

DELIVER TO
CITY OF CHARLESTON - 10702
EQUIPMENT MAINT DIV
1100B PENNSYLVANIA AVE
CHARLESTON WV 25302-3740
P: (304) 348-6456
F: (304) 348-1087

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE
5/24/2022 8:49:41AM		OSR	Sherry C.	NET30	

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	ODOMETER
2010	PIERCE	PIERCE	4P1CV01H8AA011317	451	0	9/7/2018	0

Estimate Operations

JOB #1 DEF **Service Operation**

COMPLAINT ESTIMATE TO REPLACE HEAD DUE TO HEAD GASKET FAILURE
CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
10	101CU894015	VALVOLINE 15W-40 GAL CK/CJ-4	FLOOR	15.25	152.50
1	101DDDDE 23513509	SEALANT GSKT	H02004	21.27	21.27
38	101DDDDE 23530768	BOLT P	H04004	6.34	240.92
1	101DDDDE 23538506	GASKET KIT	H09003	289.06	289.06
1	101DDDDE 23539103	GASKET	G01006	44.49	44.49
1	101DDDDE R23538857	CYL HEAD ASM LOW SWRL S60 14L	QQ007	3,807.92	3,807.92
1	101DDDDE R23538857-CORE	CYL HEAD ASM LOW SWRL S60 14L	W04003	1,408.80	1,408.80
2	101DTDN 23530573	ELEMENT-OIL FILTER	US08	17.43	34.86
14	101DTOWI 23519396	ANTFRZ-DDC PWRCOL ELC OAT 50/5	FLOOR	10.29	144.06
1	101WTPA86486-12	PK12 ULTRA-GRAY GASKET MAKER	CAB1	10.90	10.90
	LABOR O-E-DET-S-REP-R	LBR : ON-HIGHWAY/ENGINE/DETROIT - SHOP - R			4,800.00

Parts: $6,154.78 Labor: $4,800.00 Misc: $0.00 Sublet: $0.00 SUBTOTAL (DO NOT PAY THIS AMOUNT. SEE TOTAL): $10,954.78

If you would like to have your invoices automatically emailed to you, contact our accounts receivable department at *AR@indelpower.com*

UNDERSIGNED CUSTOMER AGREES TO PAY A SERVICE CHARGE OF 1.5% MONTHLY (18% PER ANNUM) ON ALL PAST DUE BALANCES. STORAGE CHARGES ON UNCLAIMED EQUIPMENT AFTER 15 DAYS WILL BE $50 PER DAY. AN EXPRESS MECHANICS LIEN IS HEREBY ACKNOWLEDGED ON THIS VEHICLE, BOAT, OR ENGINE TO SECURE THE AMOUNT OF REPAIRS THERETO. SHOULD IT BECOME NECESSARY TO COLLECT FOR THIS WORK THROUGH AN ATTORNEY, THE UNDERSIGNED CUSTOMER AGREES TO PAY ALL COST OF COLLECTING THE OBLIGATION INCLUDING A REASONABLY ATTORNEY'S FEES OF 20% COLLECTION BY SUIT OR OTHERWISE.
THE ONLY WARRANTY THAT APPLIES TO THE PARTS(S) IS THE ORIGINAL WARRANTY SUPPLIED BY THE MANUFACTURER. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

ALL REPAIRS ARE SUBJECT TO WESTERN BRANCH DIESEL'S 'WORKMANSHIP POLICY' WHICH CAN BE FOUND AT WWW.WESTERNBRANCHDIESEL.COM

	ESTIMATED	BILLED
LABOR	$4,800.00	
PARTS	$6,154.78	
MISC	$0.00	
SUBLET	$0.00	
SUBTOTAL	$10,954.78	
SHOP SUPPLIES	$336.00	
EPA FEE	$144.00	
TAX	$0.00	
PAY THIS AMOUNT TOTAL W/EST	**$11,434.78**	

Please Remit Payment to: Western Branch Diesel
(And Include ID # 10702) PO Box 7788
Portsmouth, VA 23707

AUTHORIZED BY ______________________ DATE ______________

YOUR PARTNER FOR

A Rolls-Royce solution

Page 1 of 1

WESTERN BRANCH DIESEL

3100 MacCORKLE AVENUE, SW
CHARLESTON, WV 25303
P: (304) 744-1511

Please Remit Payment to: (And Include ID # 10702)	Western Branch Diesel PO Box 7788 Portsmouth, VA 23707

SERVICE ESTIMATE	
E101000608	
Date Invoiced:	
PO No:	
Terms:	NET30

BILL TO
CITY OF CHARLESTON - 10702
EQUIPMENT MAINT DIV
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CHARLESTON WV 25302-3740
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EQUIPMENT MAINT DIV
1100B PENNSYLVANIA AVE
CHARLESTON WV 25302-3740
P: (304) 348-6456
F: (304) 348-1087

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE
5/25/2022 2:45:13PM		OSR	Sherry C.	NET30	

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	ODOMETER
2010	PIERCE	PIERCE	4P1CV01H8AA011317	451	0	9/7/2018	0

Estimate Operations

JOB #1 DEF Service Operation

COMPLAINT ESTIMATE FOR STEP UP 3
CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
1	101DDDDE 23512901	VALVE ASSY	DV070B	51.27	51.27
1	101DDDDE 23513509	SEALANT GSKT	H02004	21.27	21.27
6	101DDDDE 23525500	C/B SLEEVE	D04004	38.38	230.28
1	101DDDDE 23528691	ELBOW ASSY	G05003	80.73	80.73
1	101DDDDE 23533692	BRG AND GSKTKT	H05005	304.21	304.21
1	101DDDDE 23539103	GASKET	G01006	44.49	44.49
1	101DDDDE 23539104	GASKET	H03004	61.26	61.26
1	101DDDDE E23535277	RKR ARM KIT	NOLOC	2,190.26	2,190.26
1	101DDDDE E23535277-CORE	RKR ARM KIT	R02-17	1,382.40	1,382.40
1	101DDDDE E23537387	COOLER ASM	NOLOC	1,430.61	1,430.61
1	101DDDDE E23537387-CORE	COOLER ASM	RACK06	120.00	120.00
1	101DDDDE E23539571	TURBO	NOLOC	3,817.38	3,817.38
1	101DDDDE E23539571-CORE	TURBO	CORE	600.00	600.00
1	101DDDDE R23538637	WATER PUMP KIT V-INLET S60 14L	NOLOC	524.62	524.62
1	101DDDDE R23538637-CORE	WATER PUMP KIT V-INLET S60 14L	NOLOC	156.00	156.00
1	101DDDDE R23538857	CYL HEAD ASM LOW SWRL S60 14L	QQ007	2,746.98	2,746.98
1	101DDDDE R23538857-CORE	CYL HEAD ASM LOW SWRL S60 14L	W04003	1,408.80	1,408.80
1	101DDDDE R23538932	EGR VALVE S60 EPA07 ELECTRONIC	I01003	287.01	287.01
1	101DDDDE R23538932-CORE	EGR VALVE S60 EPA07 ELECTRONIC	U11003	180.00	180.00
1	101DDDDE R23539316	KIT-BASIC O.HAUL S60 PRE98/EPA	NOLOC	3,180.16	3,180.16
1	101DDDDE R23539316-CORE	KIT-BASIC O.HAUL S60 PRE98/EPA	NOLOC	288.00	288.00
1	101DDDDE RFE4E00001S	INJ 6PK S60 E3 14L EPA07	NOLOC	2,443.20	2,443.20
1	101DDDDE RFE4E00001S-CORE	INJ 6PK S60 E3 14L EPA07	U05003	1,440.00	1,440.00
2	101DTDN 23530573	ELEMENT-OIL FILTER	US08	17.43	34.86
1	101DTDN 23530645	ELEMENT-FUEL FILTER	US09	23.93	23.93
1	101DTDN 23535985	FUEL FILTER/WATER SEPARATOR	US09	13.59	13.59
40	101DTMBL 23539977QT	DETROIT SAE 10W30 CK-4 BULK	SHOP	2.99	119.60
14	101DTOWI 23519396	ANTFRZ-DDC PWRCOL ELC OAT 50/5	FLOOR	10.29	144.06
1	101WTPA86486-12	PK12 ULTRA-GRAY GASKET MAKER	CAB1	10.90	10.90
1	ADJ-MI	AIR FILTER		200.00	200.00
	LABOR O-E-DET-S-REP-R	LBR : ON-HIGHWAY/ENGINE/DETROIT - SHOP - R			9,600.00

WESTERN BRANCH DIESEL

SERVICE ESTIMATE: E101000608

Estimate Operations (Cont.)

Parts: $23,335.87 Labor: $9,600.00 Misc: $200.00 Sublet: $0.00 SUBTOTAL (DO NOT PAY THIS AMOUNT. SEE TOTAL $33,135.87

ESTIMATE

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	ESTIMATED	BILLED
LABOR	$9,600.00	
PARTS	$23,335.87	
MISC	$200.00	
SUBLET	$0.00	
SUBTOTAL	$33,135.87	
SHOP SUPPLIES	$672.00	
EPA FEE	$288.00	
TAX	$0.00	
PAY THIS AMOUNT	$34,095.87	

TOTAL W/EST

Please Remit Payment to: (And Include ID # 10702)	Western Branch Diesel PO Box 7788 Portsmouth, VA 23707

AUTHORIZED BY ______________________ DATE ______________________

YOUR PARTNER FOR

mtu A Rolls-Royce solution · DETROIT · Allison Transmission · VOLVO PENTA

Page 2 of 2