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
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Wednesday, June 21, 2023
6:00 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 6-5-2023

II. RESOLUTIONS:

a. Resolution No. 824-23 – Authorizing the Mayor or City Manager to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in lieu of a surety bond for liability of potential workers' compensation claims incurred while the City was a self-insured employer.

b. Resolution No. 825-23 - That the Mayor or City Manager is authorized to directly purchase various vehicles for the Metropolitan Drug Enforcement Network Team and/or the Special Enforcement Unit without first obtaining an authorizing resolution from the City Council within certain restrictions.

c. Resolution No. 826-23 - That the City Manager or the Director of the Mayor's Office of Economic & Community Development is authorized to take all necessary steps to release liens associated with the homeowner rehabilitation programs after the tenth anniversary of the date upon which the lien was executed.

d. Resolution No. 827-23 - Authorizing the Mayor or City Manager to enter into contract with Tyler Technologies, Inc. for the purchase of software and services associated with the replacement of the City's Enterprise Resource Planning system at a cost of $1,650,984.00 for the initial 3-year term for software.

e. Resolution No. 828-23 - Authorizing the Mayor or City Manager to enter into a contract with Heidleberg Materials to purchase various classes of Portland Cement on an as-needed basis.

f. Resolution No. 829-23 - Authorizing the Mayor or City Manager to purchase 174 Glock handgun optics from Markl Supply Company, Inc. for the Police Department where the majority of funds come from a gift from the Estate of Norma Shuck Levy in memory of former Charleston police officer Edgar N. Shuck.

g. Resolution No. 830-23 - Authorizing the Mayor or City Manager to purchase 174 handgun holsters from Galls for the Police Department.

h. Resolution No. 831-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with other participating agencies comprising the Metro Drug Enforcement Network Team to address drug and related violent crime offenses in Charleston and surrounding communities.

i. Resolution No. 832-23 - Authorizing the Mayor or City Manager to purchase 64 computers for various departments from HP Inc.

j. Resolution No. 833-23 - Re-appointing an Audit Committee in accordance with the West Virginia State Auditor's Office Chief Inspector Division Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments for the purposes of procuring audit services and overseeing any correction associated with any audit findings or concerns.

k. Resolution No. 834-23 - Authorizing the Mayor or City Manager to enter into a contract with Compass Minerals America, Inc. for the purchase of road salt.

l. Resolution No. 835-23 - Authorizing the Mayor or City Manager to purchase 2 ambulances for the Charleston Fire Department from Atlantic Emergency Solutions using **fiscal year 2023** funds.

m. Resolution No. 836-23 - Authorizing the Mayor or City Manager to purchase 2 ambulances for the Charleston Fire Department from Atlantic Emergency Solutions using **fiscal year 2024** funds.

n. Resolution No. 838-23 - Authorizing the Mayor or City Manager to purchase 4 vehciles (2024 Chevrolet Trax LS) for the Building Commission from National Auto Fleet Group as part of the fleet rotation schedule.

o. Resolution No. 839-23 - Proclaiming that City Council acknowledges and accepts the terms and conditions of the "Kroger West Virginia Statewide Settlement Agreement," and authorizes the Mayor or City Manager to execute "West Virginia Local Government Election and Release Form."

p. Resolution No. 840-23 - Authorizing the creation of a joint development entity with The County Commission of Kanawha County, West Virginia, and authorizing the City Manager and the City Attorney to negotiate, execute and deliver any documents necessary to incorporate such joint development entity, and approving the initial directors of such joint development entity.

III. BILLS:

a. Bill No. 7997 - A BILL to amend the Municipal Code relating to correcting inadvertent errors made with respect to expanding the ability of small businesses to obtain consent from the city collector to pay business and occupation taxes on an annual basis.

b. Bill No. 7998 - A BILL to amend the Municipal Code relating to updating reporting requirements for the Charleston Business Improvement District; clarifying that the BID may receive funds from sources other than the special assessment fees to be deposited into the BID Fund; reducing the assessment invoices from quarterly to twice a year; and defining the term surplus.

IV. THE AGENDA WAS AMENDED ON 6-15-2023

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., JUNE 5, 2023
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., June 5, 2023.

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

Joseph Jenkins, Chair
Becky Ceperley
Larry Moore
Chad Robinson
Shawn Taylor

Absent:
Brent Burton, Vice Chair
Mary Beth Hoover

Other Councilmembers present:
Emmett Pepper
Frank Annie
Joe Solomon
Beth Kerns
Chelsea Steelhammer

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Taylor asked for unanimous consent to dispense with the reading of the minutes for the May 15, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 811-23 – Authorizing the Mayor or City Manager to enter into a contract with Mountwest Community and Technical College in the amount of $108,000 to provide four semesters of paramedic training courses for 18 members of the Charleston Fire Department.

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 Mountwest Community and Technical College in the amount of $108,000 to provide four semesters of paramedic training courses for 18 members of the Charleston Fire Department.

City Manager, Ben Mishoe, added that 18 firefighters will be starting the paramedic training.

Councilmember Jenkins confirmed that every firefighter is eventually trained as paramedic.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 811-23 approved.

b. Resolution No. 812-23 – Authorizing the Mayor or City Manager to submit an application to the West Virginia Division of Highways for a Transportation Alternatives Program grant in the total amount of $862,516 that includes the required 20% cash match of $172,503 if awarded. The City will utilize these funds for the Elk River Trail Project.

   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 West Virginia Division of Highways for a Transportation Alternatives Program grant in the total amount of $862,516 that includes the required 20% cash match of $172,503 if awarded.

Mishoe added that the City did not receive this grant last year. It requires a 20% match if awarded. The grant will be for a project that will connect the trail along the Kanawha River to the Convention Center Complex.

Councilmember Jenkins asked if the trail would possibly go beyond the Convention Center. Mishoe replied that while the grant was not for that, but the ultimate goal would be to extend the trail farther.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 812-23 approved.

c. Resolution No. 813-23 – Authorizing the Mayor or City Manager to purchase One Hundred and Seventy-Four (174) Glock 17 Gen5 MOS handguns for the Police Department from AmChar Wholesale, Inc., with customized engraving commemorating the 150th anniversary of the Charleston Police Department, for a total cost of $42,136 after trade-in of 174 existing duty weapons, where the funds come from a gift devised to the Charleston Police Department from the Estate of Norma Shuck Levy in memory of her father, former Charleston police officer Edgar N. Shuck. This is a direct purchase authorization pursuant to section 2-486 of the Municipal Code due to AmChar being one of only two Glock authorized law enforcement distributors in the State of West Virginia, which ensures the lowest possible price per unit, and due to AmChar providing specialized and high-quality custom engraving that is difficult or impossible to bid.

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

That the Mayor or City Manager is authorized pursuant to section 2-486 of the Municipal Code to direct purchase One Hundred and Seventy-Four (174) Glock 17 Gen5 MOS handguns for the Police Department from AmChar Wholesale, Inc., with customized engraving for a total cost of $42,136 after trade-in of 174 existing duty weapons, because it is in the City's best interest to purchase from AmChar in order to ensure the lowest possible price per unit and high-quality custom engraving.

Mishoe added that the CPD is in the process of replacing all of their service weapons. The new guns will have MOS, will allow for the use of reflex optics, which are far more accurate and safer. AmChar is one of only two Glock authorized distributers in West Virginia, meaning that they can sell to law enforcement at a much lower price than with a bid. A trade-in was negotiated with the current in-use handguns, which lowered the original price significantly.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 813-23 approved.

d. Resolution No. 814-23 – Receiving the Work Plan Summary of the City Center Business Improvement District, approving the proposed budget of the City Center Business Improvement District for the 2023-2024 fiscal year, and maintaining the same levying 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 Work Plan Summary of the City Center Business Improvement District is received; that the proposed budget of the City Center Business Improvement District for the 2023-2024 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 remains levied at the equation of (total land lot size square footage x .075) + (total building square footage x .03325).

Councilmembers Ceperley, Jenkins and Taylor spoke in favor of the resolution and the Business Improvement District.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 814-23 approved.

e. Resolution No. 815-23 – 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.

   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.

Mishoe added that the contract will lock in prices for various aggregate stone used by Public Works for one year.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 815-23 approved.

f. Resolution No. 816-23 – Authorizing the Mayor or City Manager to approve and execute Change Order No. 1 in the amount of $6,443.94 for the purchase and install of three additional H4 Video Intercom security cameras for the Charleston Coliseum and Convention Center, to incorporate into the existing contract with Electronic Specialty Company in the amount of $214,936.53 previously approved by Res. No. 728-22 on October 17, 2022, raising the total contract amount to $221,380.47, and further authorizing the Mayor or City Manager to execute future change orders, if any, up to the full $250,000 grant funding that was secured for this project.

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

That the Mayor or City Manager is authorized to approve and execute Change Order No. 1 in the amount of $6,443.94 for the purchase and install of three additional H4 Video Intercom security cameras for the Charleston Coliseum and Convention Center, to incorporate the contract with Electronic Specialty Company in the amount of $214,936.53 previously approved by Res. No. 728-22 on October 17, 2022, raising the total contract amount to $221,380.47, and further authorizing the Mayor or City Manager to execute future change orders, if any, up to the full $250,000 grant funding that was secured for this project.

Mishoe added that it was determined that three cameras needed to be added to the existing contract that is updating security for the Convention Center. The purchase will be funded through a grant received from Homeland Security.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 816-23 approved.

g. Resolution No. 817-23 – Authorizing the Mayor or City Manager to enter into a contract for asphalt street paving construction services, where the contract price was determined through a competitive bidding process.

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

Following City Council's rejection of Resolution No. 809-23 on May 15, 2023, and the mutually agreed upon withdrawal of its bid by Mr. Asphalt Inc, the Mayor or City Manager is hereby authorized to enter into a contract with West Virginia Paving, Inc., in the total amount of $3,697,100 to perform asphalt street paving construction services, where the contract price was determined through a competitive bidding process.

Mishoe added that this is a follow-up to a previous resolution that was not approved by Council. It was determined that the best option was to go to the next lowest bidder. After discussions with Mr. Asphalt, they withdrew their bid.

Councilmember Ceperley spoke in favor of the resolution.

Councilmember Taylor confirmed with Mishoe that the City does not anticipate any litigation with Mr. Asphalt.

Councilmember Jenkins confirmed that this would not delay the paving schedule.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 817-23 approved.

h. Resolution No. 818-23 – Authorizing the Mayor or City Manager to enter into an agreement with Ed's Home and Commercial Improvement in the amount of $91,464.58 with optional additional improvements totaling $5,317.90 for a total maximum expenditure of $96,782.48, to repair and replace the roof of the Cato Park Recreation Center and Administrative Building, where the contract amount was the result of a competitive bidding process.

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 agreement with Ed's Home and Commercial Improvement in the amount of $91,464.58 with optional additional improvements totaling $5,317.90 for a total maximum expenditure of $96,782.48, to repair and replace the roof of the Cato Park Recreation Center and Administrative Building, where the contract amount was the result of a competitive bidding process.

Mishoe added that the resolution seeks approval for an amount higher than the winning bid as they have recommended additional improvements to improve the drainage and the Administration wanted the option if it was determined to be needed.

Councilmember Steelhammer confirmed with Mishoe that the second lowest bid was substantially more, almost double. Mishoe confirmed that the winning bid contained what the City needed with follow-up questions.

Councilmember Robinson added that he hoped the Kanawha City AC refurbishment was moving forward soon.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 818-23 approved.

i. Resolution No. 819-23 – Authorizing the Charleston Coliseum & Convention Center / Municipal Auditorium Board ("Board") to sign the First Addendum to the ongoing 5-year management agreement with the OVG Facilities, LLC ("OVG"), to allow for the hiring of City employees at their managed facilities rather than OVG employees in certain circumstances and only with the Board's recommendation and City approval.

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

That the Charleston Coliseum & Convention Center / Municipal Auditorium Board ("Board") to sign the First Addendum to the ongoing 5-year management agreement with the OVG Facilities, LLC ("OVG"), to allow for the hiring of City employees at their managed facilities rather than OVG employees in certain circumstances and only with the Board's recommendation and City approval.

Mishoe added that there are specific but rare instances in which it would make more sense to higher a City employee rather than an OVG employee, as stated in the current contract.

Councilmember Jenkins asked what was the circumstance that inspired this change to the contract. Mishoe replied that there are a few City employees that chose not to switch to OVG at the time of the initial agreement. It was decided that since the supervisor of the Engineering Department and all its current employees were still City employees, that a recent hire should be a City employee as well. Patrick Leahy, of the Convention Center, added that pay rates would be significantly different between the two employees.

From the audience, Councilmember Pepper confirmed that this exception would not apply to stagehands, only full-time workers.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 819-23 approved.

j. Resolution No. 820-23 – Adopting the proposed Fiscal Year 2023-2024 Parking System 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 2023-2024 Parking System budget as indicated within the attached document is approved.

Finance Director, Andy Wood, added that the proposed budget is overall in line with the current budget, with marginal revenue increases. Individual building revenue is declining, and expenditures are increasing, mostly due to the increase in the $15/hr starting wage. They are currently in the process of acquiring engineering services to do reviews of all of the parking structures for the next five-year maintenance plan.

Councilmember Jenkins confirmed that the decrease in revenue for individual parking garages is due to the decrease in monthly parking vacancies.

Councilmember Taylor confirmed with Wood that all six parking garages to include the Convention Center garages.

Councilmember Jenkins confirmed with Wood any maintenance plans for the Convention Center garages with come from that budget.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 820-23 approved.

k. Resolution No. 821-23 – Authorizing approval of Amendment No. 7 of the FY 2022-2023 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. 7 of the FY 2022-2023 General Fund Budget as indicated on the attached list of accounts is approved.

Wood added that the resolution is for the final budget amendment of the fiscal year to shore up some accounts in the General Fund. The first section recognizes increases in hotel occupancy taxes. The second section distributes that to expense lines that are projected to be over budget this year. It also recognizes a reduction in the Coliseum and Convention Center operational subsidy. The amendment also recognizes transfers from the American Rescue Plan Act Fund to pay for the Summer Youth Jobs Program.

From the audience, Councilmember Solomon confirmed with Wood that the ARPA fund was put into the original allocation specifically for the Summer Youth Jobs Program as previously approved by Council.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 821-23 approved.

l. Resolution No. 822-23 – Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company, LLC, in the amount of $967,300 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

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 McClanahan Construction Company, LLC, in the amount of $967,300 to perform concrete street repair construction services, where the contract price was determined pursuant to a competitive bidding process.

Mishoe added that McClanahan Construction Company was the only bidder. There are seven concrete streets scheduled for repair.

Councilmember Robinson confirmed that the City has worked with the company before. Councilmember Robinson spoke favorably of the company.

Councilmember Annie confirmed that the project is excepted to be completed by the end of the summer.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 822-23 approved.

m. Bill No. 7994 – A BILL to amend the Municipal Code of the City of Charleston by adding thereto a new section, designated Section 2-464, within Subdivision I, Division 4 of Article VI, Chapter 2, all relating to the West Virginia Jobs Act, W. Va. Code § 21-1C-1 et seq. and its procedures, 42 C.S.R. § 37-1 et seq.

WHEREAS, the West Virginia Legislature found that the employment of persons from outside the local labor market on public improvement construction projects contracted for and subsidized by the taxpayers of the State contributes significantly to the rate of unemployment and the low per capita income among qualified state residents who would otherwise be hired for these jobs.; and

WHEREAS, the West Virginia Legislature declared that residents of local labor markets should be employed for the construction of public improvement projects which directly utilize taxpayer funding, in whole or in part; and

WHEREAS, the West Virginia Legislature enacted the West Virginia Jobs Act ("Jobs Act"), W. Va. Code § 21-1C-1 et seq., to address its concerns and further its declaration; and

WHEREAS, the West Virginia Division of Labor and Workforce West Virginia has set forth the responsibilities of public authorities and employers under the Jobs Act, 42 C.S.R. § 37-1 et seq; and

WHEREAS, the City of Charleston is in agreement with the findings and declaration of the West Virginia Legislature in the Jobs Act; and

WHEREAS, the City of Charleston recognizes its responsibilities under the Jobs Act and that by upholding those responsibilities, the purpose of the Jobs Act can be fulfilled.

NOW, therefore, be it ordained by the Council of the City of Charleston:

That the Municipal Code of the City of Charleston be amended by adding thereto a new section, designated Section 2-464, within Subdivision I, Division 4 of Article VI, Chapter 2, to read as follows:

CHAPTER 2 – ADMINISTRATION.
ARTICLE VI. – FINANCE.
DIVISION 4. – CONTRACTS AND PURCHASES.
Subdivision I. – In General.

Sec. 2-464. – West Virginia Jobs Act responsibilities for public improvement construction projects.

(a) The City shall abide by the requirements of the West Virginia Jobs Act (W. Va. Code § 21-1C-1 et seq., as amended from time to time) and its Rules (42 C.S.R. § 37-1 et

seq., as amended from time to time) which are incorporated herein by reference; and shall meet its responsibilities set forth therein.

(b) This section is only applicable to expenditures for construction projects for public improvements as defined by W. Va. Code § 21-1C-2(2) & (8) and subject to 42 C.S.R. § 37-1 et seq. A construction project is any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than $500,000. It does not include temporary or emergency repairs. A public improvement includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

(c) Pursuant to 42 C.S.R. § 37-3, the City shall include the following statements and information in the bid package when the City solicits bids for a construction project for a public improvement subject to the Act:

(1) Specifications of the employer's responsibilities under the Act as explained in 42 C.S.R. § 37-4, including, but not limited to, the requirement to employ at least 75% of employees from the local labor market, with an emphasis on, but not a requirement of, hiring employees from the City of Charleston and Kanawha County.

(2) The employer's responsibility to submit weekly certified payroll records and waiver certificates, if any, to the City; and

(3) Specification of credentials required to work on the construction project, including the employer's West Virginia Contractor License number and classification.

(d) The City shall notify the West Virginia Division of Labor as soon as possible of construction projects that are or will be covered by the Act, including the start date of the project, the project location, and contract number if available.

(e) The City shall notify the West Virginia Division of Labor at least ten (10) days in advance of all pre-bid meetings. This notification shall include dates, times, and locations.

(f) When the project begins, the City shall submit certified payroll records and waiver certificates, if any, to the West Virginia Division of Labor.

(g) The City shall monitor the employer's compliance with the construction project contract, and shall promptly notify the West Virginia Division of Labor, Workforce West Virginia, and the West Virginia Tax Department of other state agency, if applicable, of an employer's possible violations, including actions taken by the City to require the employer's compliance with its contractual obligations.

Councilmember Jenkins added that the bill puts the current State Law into the City Code. The Jobs Act encourages the contractors/vendors to hire locally for fully funded City projects.

Councilmember Taylor moved to approve the Bill. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Bill No. 7994 approved.

Councilmember Taylor motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 824-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 824-23 - Authorizing the Mayor or City Manager to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of $1,409,042.00 for a term starting July 1, 2023. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims incurred while the City was a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

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

The Mayor or City Manager is authorized to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of $1,409,042.00 for a term starting July 1, 2023. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims incurred while the City was a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

STATE OF WEST VIRGINIA
Offices *of the* Insurance Commissioner

Allan L. McVey
Insurance Commissioner

June 8, 2023

Mr. Andy Wood, City Finance Director
City of Charleston
501 Virginia Street, East
Charleston, West Virginia 25330

RE: Termination of Self-Insurance – City of Charleston Surety Requirement
Self-Insured Account Number – 20000049-202

Dear Mr. Wood,

As you have requested, the City of Charleston's (City) claim liability calculation at December 31, 2022 plus prospective for 2023 has been calculated.

Pre July 1, 2004 Claim Liability	$ 138,180
July 1, 2004 – December 31, 2022 Claim Liability	$ 1,167,362
Prospective Liability for 2023	$ 103,550
Total Claim Liability (Discounted Basis)	$ 1,409,042
Total Surety Requirement:	$ 1,409,042[1]

The Offices of the Insurance Commissioner (OIC) currently holds a Wesbanco Bank, Inc. Letter of Credit #7200324026-100 in the amount of $500,000. Additional surety in the amount of $909,042, and the updated Acknowledgement Letter[2] signed by the current City Manager, must be submitted and approved by the OIC prior to the termination of the City's self-insured status.

As we have discussed, if the City of Charleston provides amended, acceptable claims data as of December 31, 2022, a revised claim liability amount may result in a change in the required surety.

If you have questions, please contact me at (304) 414-7739 or by email at Rebecca.A.Adams@wv.gov.

Sincerely,

Rebecca A. Adams

Rebecca A. Adams, ARM
Self-insurance Supervisor

Cc: Maria Church, City of Charleston (via email Maria.Church@CityofCharleston.org)

[1] W. Va. Code of St. Reg. §85-18-10.1.c. requires inactive self-insured employers to post bond or security in an amount estimated sufficient to cover the costs of all future accrued and contingent liabilities resulting from the period of self-insured status.

[2] An Acknowledgement Letter is required for all letters of credit written in the non-renewal draw (NRD) format.

Resolution No. 825-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 825-23 - Whereas, the City of Charleston is a member of—and is fiscal agent for—the Metropolitan Drug Enforcement Network Team ("MDENT");

Whereas, MDENT maintains 17 vehicles in its fleet, which are separately titled to corresponding member law enforcement agencies;

Whereas, the City of Charleston Police Department also operates a Special Enforcement Unit ("SEU"), which utilizes unmarked vehicles in its operation;

Whereas, from time to time, MDENT and SEU must quickly purchase vehicles to further its public safety mission, which necessarily requires covert movements and operations;

Whereas, current vehicle shortages and manufacturing delays has made it difficult for MDENT and SEU to timely acquire vehicles;

Whereas, when vehicles are ready to be purchased on dealer lots, the vehicles are often sold before MDENT or SEU can obtain City Council purchasing approval;

Whereas, the Chief of the Charleston Police Department has requested that the Administration find a way to lessen the burden of acquiring vehicles for MDENT and SEU;

Whereas, on June 6, 2022, City Council approved Resolution Number 664-22, which was similar to this Resolution but only applied to MDENT and expired on June 1, 2023;

Whereas, the Administration recommends that the City Council grant direct purchasing authority to the Mayor or City Manager pursuant to Municipal Code Section 2-486 so vehicles may be acquired in expedited fashion without the need for individual authorizing resolutions;

Whereas, the Mayor or City Manager will ensure that sufficient funds are available within applicable MDENT or SEU accounts prior to purchasing any vehicles; and

Whereas, the Mayor or City Manager will ensure that the purchase of any vehicles adheres to competitive contracting principles to ensure lowest reasonable price is secured;

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

That the Mayor or City Manager is authorized to directly purchase various vehicles for the Metropolitan Drug Enforcement Network Team ("MDENT") and/or the Special Enforcement Unit ("SEU") without first obtaining an authorizing resolution from the City Council; provided that any vehicle may not exceed the purchase price of $40,000, and multiple written quotes for identical or substantially similar vehicles must be obtained prior to purchase. The City Manager is directed to create a separate purchasing file related to vehicle purchases made under the authority granted by this resolution and is further directed to file a report with the City Clerk regarding all purchases made under this authority within 30 days of the authority's expiration. This authority expires at 5:00 p.m. on June 30, 2024.

Resolution No. 826-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 826-23 - Authorizing the City Manager or the Director of the Mayor's Office of Economic & Community Development to take all necessary steps to release liens associated with the homeowner rehabilitation programs filed by the Mayor's Office of Economic & Community Development upon properties after the tenth anniversary of the date upon which the lien was executed.

WHEREAS, since the early 1980s, the Mayor's Office of Economic & Community Development has administered owner-occupied home rehabilitation programs with the purpose of maintaining safe, affordable, and accessible housing; and

WHEREAS, the rehabilitation programs funded needed capital improvements to owner-occupied homes through payments to the contractors performing the work, as evidenced by a lien on the home in the name of the homeowners, some of which were forgivable and some of which required monthly payments by the homeowners; and

WHEREAS, the Mayor's Office of Economic & Community Development's security interest in each home where project funds were invested was typically via a credit line deed of trust that was for 10, 20, or 30 years, or in some instances that was payable upon the change of title; and

WHEREAS, the length of the loans, the lack of resources of the homeowners receiving these loans, and the lack of infrastructure within the Mayor's Office of Economic & Community Development led to the failure to collect on or enforce many of these liens from the 1990s through 2020; and

WHEREAS, the Mayor's Office of Economic & Community Development made a policy change on July 1, 2021, to no longer underwrite any loans that require a monthly payment and to no longer initiate a forgivable loan that has a term of more than 10 years; and

WHEREAS, in consultation with officials from the United States Office of Housing and Urban Development, the Mayor's Office of Economic & Community Development has worked with the City Attorney to recommend an equitable solution for resolving all loans executed prior to July 1, 2021, namely that all liens will be released after they reach the tenth anniversary of their execution in order to implement the policy retroactively such that the previously

entered liens are treated as forgivable with maximum term of 10 years; and

WHEREAS, this policy change will provide relief to the homeowners of this program by removing a hurdle that may currently inhibit their ability to obtain private financing for a repair or to sell a property that they are no longer able to maintain, while also helping the Mayor's Office of Community & Economic Development clear out its backlog of uncollectible loans and implement a policy that will allow for better follow-up and oversight of the remaining existing loans and new forgivable loans.

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

That the City Council for the City of Charleston authorizes the City Manager or the Director of the Mayor's Office of Economic & Community Development to take all necessary steps to release liens associated with the homeowner rehabilitation programs filed by the Mayor's Office of Economic & Community Development upon properties after the tenth anniversary of the date upon which the lien was executed.

Mayor's Office of Economic and Community Development

City of Charleston| 105 McFarland St. | Charleston WV 25301 | 304-348-8035

MEMORANDUM

Date: June 14, 2023

To: Councilman Joseph Jenkins, Finance Committee Chairman

From: Andrew Backus, Director of MOECD

Re: MOECD Policy Change

☐ Urgent ☐ For review ☐ Please comment ☐ Please reply ☐ Please recycle

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The Mayor's Office of Economic and Community Development (MOECD) recently made a policy change for all new loans. Specifically, MOECD will no longer be initiating payable or deferred loans and will only be issuing forgivable loans with no more than a 10-year term. In light of these changes, we have conducted an inventory of all open loans and have made the policy decision to forgive all pending loans when 10 years has passed since their origination date. In most cases, these loans have become uncollectable or are a burden to both the City of Charleston and the property owner. The timeline and balances to be forgiven are as follows.

Immediate Release

$311,889.17: Loans originated prior to June 22, 2013

Future Release

$373,475.21 Loans originated after June 22, 2013

*Subject to the remittance of payments and/or payoff of loans

Upon review of MOECD policy, discussions with representatives from the United States Department of Housing and Urban Development, and consultation with the City Attorney (see attached memorandum), I believe these changes are fair, equitable, and necessary measures which must be taken in order for MOECD to continue to proactively provide assistance and relief to homeowners throughout the City of Charleston who are most in need.

Loan Type	Liens	Balance	Immediate Release	Immediate Release Total	Remaining Liens	Balance
300 (Payment Required) > 10 Yrs.	18	$ 185,640.89	18	$ 185,640.89	0	$ -
300 (Payment Required) < 10 Yrs.	30	$ 373,475.21	0		30	$ 373,475.21
305 (Lien Until Change of Title)	7	$ 87,004.31	7	$ 87,004.31	0	$ -
320 (80% Forgiven 20% Payment Req.)	15	$ 39,243.97	15	$ 39,243.97	0	$ -
TOTALS	**70**	**$ 685,364.38**	**40**	**$ 311,889.17**	**30**	**$ 373,475.21**

Deceased	7		0
Bankruptcy	1		0
Demo/Vacant	2		1
Sold	4		1
Less than $5k	22		7

OFFICE OF THE CITY ATTORNEY

City of Charleston| P.O. Box 2749 | Charleston WV 25330 | 304-348-8031

MEMORANDUM

Date: March 24, 2022

To: Amy Shuler Goodwin, Mayor
Andy Backus, Director of MOECD
Jonathan Storage, City Manager

From: Kevin Baker, City Attorney

Re: MOECD policy to forgive loans older than 10 years

☐ Urgent ☐ For review ☐ Please comment ☐ Please reply ☐ Please recycle

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The Mayor's Office of Economic and Community Development ("MOECD") recently made a policy change regarding its loans such that they will no longer be making payable loans or certain deferred loans that become payable upon transfer. In addition, MOECD will no longer make loans with 30-year terms. Rather, MOECD will be using a forgivable loan policy that has a maximum length of 10 years. In light of these changes, MOECD underwent an inventory of all open loans and has made the policy decision to forgive all pending loans when 10 years has passed since their origination date. Please accept this memorandum as a legal review of this proposed policy change.

In speaking with representatives from the United States Department of Housing and Urban Development ("HUD"), I was informed that the City of Charleston has broad discretion to govern its own loan programs and that making the prospective change to all forgivable loans is within MOECDs control and is a reasonable and appropriate change to make. Those discussions also raised the prospect of forgiving all open loans that were originated more than 10 years ago and the representative from HUD stressed that any such change would need to be reasonable and equitable, but again the City of Charleston and MOECD have broad discretion to manage the program.

In reviewing the proposal by MOECD, it is my legal opinion that forgiving all loans that were originated more than 10 years ago and notifying the holders of all current loans that were originated less than 10 years ago about the fact that their loan will be forgiven on its 10th anniversary date is an equitable and reasonable way to implement the prospective policy change on all current files. This will result in the release of a substantial number of

loans, many of which could theoretically result in eventual payments to the City, but most of which are uncollectable and making it difficult or impossible for the owners of the property to obtain additional financing to make further necessary repairs to the home.

By way of an example, a home that received a loan for a new roof 30 years ago likely needs a new roof now as well, but if the loan was one where payment in full is due upon the transfer of the property, then the owner may be in a position where they cannot sell the home and cannot afford to put on a new roof. By applying the prospective policy to this situation, the old roof loan would be released and the owner would also be eligible to apply for new MOECD forgivable loans and go through the qualification process anew.

The proposed letter that is attached with this memorandum also provides specific notice to everyone with a payable or forgivable loan that was originated within the last ten years that the loan will be forgiven at the ten year mark. This does not prevent them from paying down the loan and getting the lien released sooner, but it gives them notice that they are not required to make payments and assurance that the loan will be forgiven after its 10th anniversary. This policy change will allow those individuals with payable loans to prioritize necessities such as medication instead of paying the City back on these loans. As a reminder, these loans were only originated because the individuals met the financial qualifications and the goal of the program is not to put the owners into financial hardship, but rather to help avoid it and maintain home ownership rates.

My legal review of the relevant HUD regulations and my phone call with the HUD representative confirmed that the City has great discretion to run this local program and that we are within our legal authority to make both prospective and retroactive changes to the policy. I find the changes recommended by MOECD to be both reasonable and equitable to all of those involved. I recognize that there is the potential for individuals who recently made payments and paid off loans to feel as though this change is not equitable to them, but I suggest that the City and MOECD address those claims on a case-by-case basis moving forward. If anyone comes forward with the complaint, MOECD can review the payment history and determine whether there is any need to make further adjustments to achieve a reasonable and equitable result.

For these reasons, and consistent with my previous memorandum and conversations with each of you, I believe the proposed policy from MOECD is the best option the City has to move forward on the old, largely uncollectable loans, provide greater opportunity to individuals to obtain forgivable loans, and provide a reasonable and equitable solution for all open loans. In addition, I believe this policy change to be within the bounds of the legal discretion given to the City of Charleston and MOECD by HUD in implementing the program. Finally, I find the policy change and proposed implementation to be reasonable and equitable. Should you have any questions, please let me know.

Resolution No. 827-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 827-23 - Authorizing the Mayor or City Manager to enter into contract with Tyler Technologies, Inc. for the purchase of software and services associated with the replacement of the City's Enterprise Resource Planning system for the management of the City's accounting, budgeting, purchasing, human resources, payroll, permitting, licensing, and civic services functions at a cost of $1,650,984.00 for the initial three year term for software as a service fees and implementation costs, excluding estimated travel expenses $35,620.00 to be billed as incurred. Software as a service fees for years four through ten of the contract term may escalate by no more than 3% per year from the base annual fee of $344,957.00. This purchase was determined through a competitive expressions of interest process where a committee of multidisciplinary City staff received and reviewed proposals from firms and held on-site system demonstrations from various software providers before making a recommendation for award.

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

That the Mayor or City Manager is authorized to enter into contract with Tyler Technologies, Inc. for the purchase of software and services associated with the replacement of the City's Enterprise Resource Planning system for the management of the City's accounting, budgeting, purchasing, human resources, payroll, permitting, licensing, and civic services functions at a cost of $1,650,984.00 for the initial three year term for software as a service fees and implementation costs, excluding estimated travel expenses $35,620.00 to be billed as incurred. Software as a service fees for years four through ten of the contract term may escalate by no more than 3% per year from the base annual fee of $344,957.00. This purchase was determined through a competitive expressions of interest process where a committee of multidisciplinary City staff received and reviewed proposals from firms and held on-site system demonstrations from various software providers before making a recommendation for award.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Charleston, West Virginia ("Client").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means City of Charleston, West Virginia.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary, either as concurrent users or named users. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services

attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement outlining the information technology service levels that we will provide to you to ensure the availability of the SaaS Services that you have requested us to provide under this Agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted.

1.1 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(10).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with the Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). Prior to any increase in charges pursuant to this Section, Tyler will provide you notice of such excess(es) and reasonably cooperate with you to identify opportunities for managing user and Data Storage Capacity so as to not incur additional charges.

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations unless the third party is under contract to perform work on the Client's behalf; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4.1 Any disclosure of the Tyler Software or Documentation to third parties performing work for you under section (a) shall adhere to the following conditions:

4.1.1 Client gives advance notice to Tyler of Client's intent to disclose Tyler Software or Documentation to a third party;

4.1.2 Tyler has the right to require any such third party to sign a nondisclosure agreement ("NDA") with Tyler in the event a NDA is reasonably required for Tyler to protect its intellectual property rights in the Tyler Software and Documentation;

4.1.3 Any use of the Tyler Software or Documentation by such third party is strictly limited to those uses directly related to Client's permitted use under this Agreement and is otherwise subject to the terms and conditions of this Agreement; and

4.1.4 Client shall be responsible for any violation of the terms of this Agreement by the third party in connection with the disclosure or use of the Tyler Software or Documentation.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effectand in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 1 hour and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the "Evergreen Modules") and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. Subject to your payment withholding rights in Section E(2), you agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is

required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. Tyler personnel performing services under this Agreement will have sufficient knowledge, training, and experience to deliver services in accordance with this warranty. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Assignment and Removal of Staff. After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience specifically in the role and for the Tyler Software and services for which they are assigned, for project team members that are on the project. You agree that those resumes are for your information and planning purposes only.

   Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either

party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have reasonably sufficient experience and project knowledge to fulfill applicable obligations under the Agreement. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

10. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

    10.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

    10.2 provide support during our established support hours;

    10.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

    10.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

    10.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

    We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy attached as Exhibit B, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your

receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is ten (10) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, SaaS fees for the first seven (7) years after the initial term are subject to the fee escalation schedule in Exhibit B Section 1. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law and up to the general liability insurance coverage maintained by the Client, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to

provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four(24) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. You represent that you are a tax-exempt entity, and agree to provide us with a tax-exempt certificate. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, as well as City of Charleston Business & Occupation taxes, as applicable, or any other applicable federal, state, or local tax arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials but inclusion in such items shall not be marketed as an endorsement.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will use commercially reasonable efforts to give us prompt notice and otherwise perform the functions required by applicable law.
(e) is required to be disclosed by a subpoena or other order of a court; provided, however, that in the event either party receives such an order, that party will, if allowed by law and the applicable court order, give the other party prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine to be mutually agreed upon.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in identical multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights

data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms as are in effect as of the Effective Date of this Agreement. Should Tyler's Data & Insights SaaS Services Terms of Service be amended or revised, we agree to provide you with not less than thirty (30) days' written notice prior to the effective date of such change in terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: Migration Modules
	Schedule 2: Sales Quote
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Charleston

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Charleston, West Virginia
501 Virginia Street East
Charleston, West Virginia 25301-2194
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit A
Schedule 1
Migration Modules

Accounts Receivable Support
Budget Preparation Support
Cash Register Interface Support
Data Dictionaries Support
Fixed Assets Support
GL/AP Support
Human Resources Support
Menu Support
Parcel Manager Support
Payroll Support
Permits & Inspections Support
Position Budgeting Support
Purchasing Support
Requisitions Support
Agency License Support - 9 Users
State Package Support
CORE Cashiering Support - 1 Station
CORE Cashiering Support - 4 Stations
Core Cashiering Support
Licensing Support
BMI Asset Tracking Interface Support
Project Accounting Support
Benefits Enrollment Support Web
Human Resources Support Web
Tyler Cashiering

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial three (3) year term are set forth in the Investment Summary. Upon expiration of the initial three (3) year term, your annual SaaS fees will not increase more than three percent (3%) on an annualized basis After year ten (10), your SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. Other Tyler Software and Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. The first sentence of Section 2(C) of the attached Business Travel Policy is edited to read, "Taxi or prearranged airport ride services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical." Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F(1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

*** Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.**

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four (4) US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 Defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the Defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler's Enterprise Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Exhibit D
Schedule 2
DocOrigin Terms

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Last Updated: July 22, 2017

Exhibit E
Statement of Work

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Exhibit E

Charleston WV

Statement of Work from Tyler Technologies, Inc.

5/24/2023

Presented to:

501 Virginia St E
Charleston, WV 25301-2194

Contact:
Richard Boven
Email: richard.boven@tylertech.com
One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the "Project").

The overall goals of the project are to:

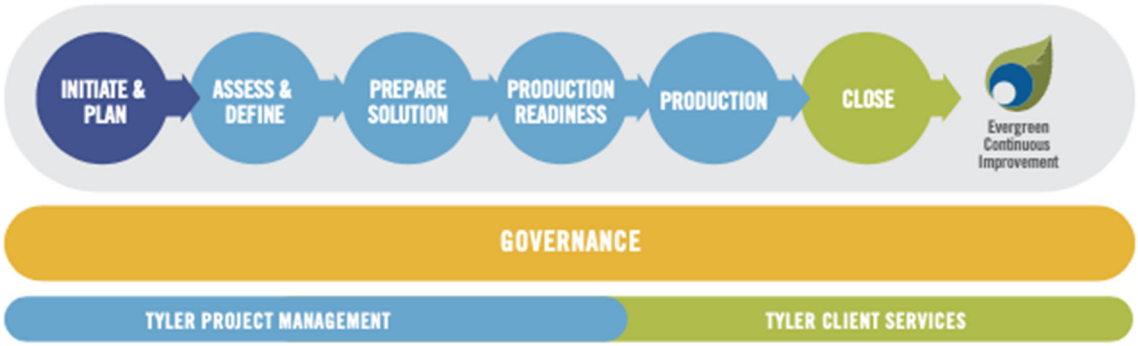
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. This will consist of approximately 70% of the activities done by the city and the remaining 30% by Tyler. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.

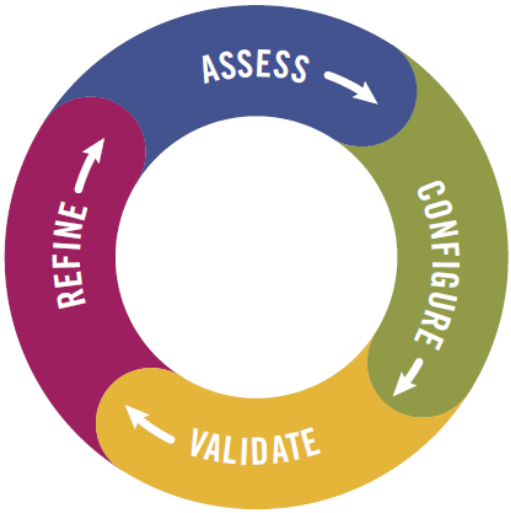
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

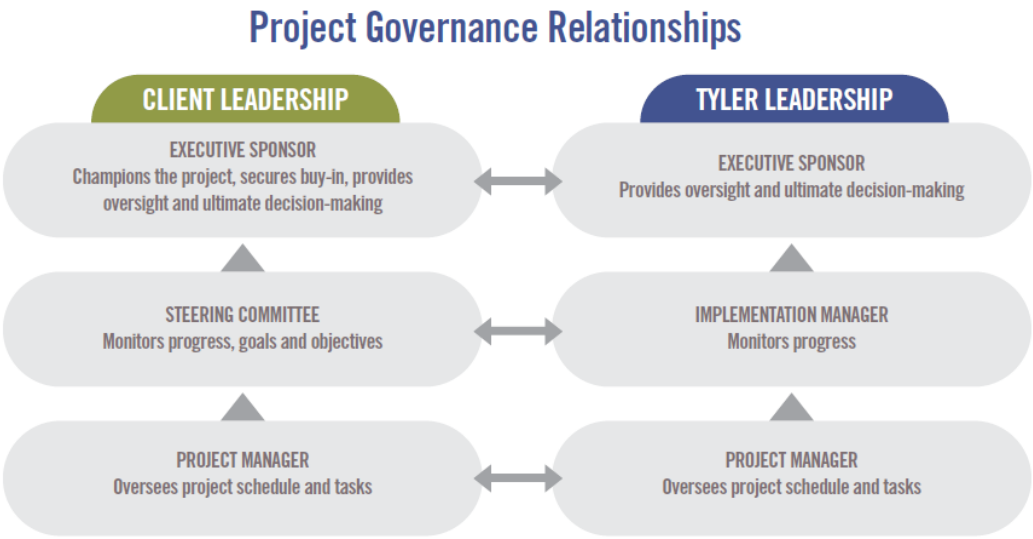
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

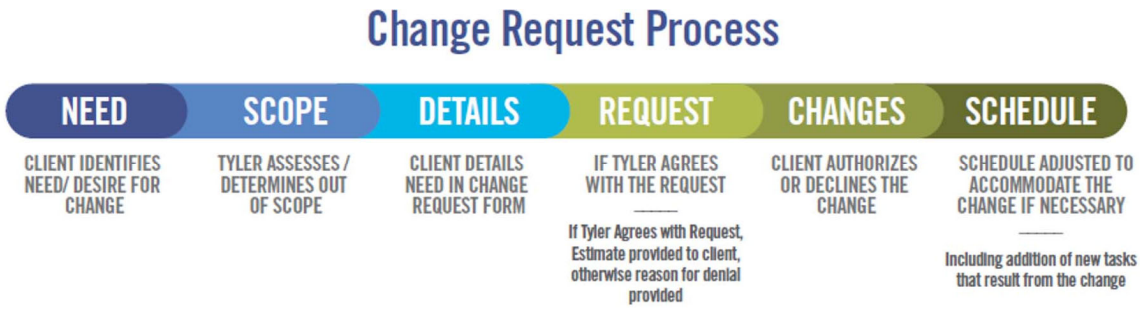
It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within twenty (20) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each major Phase of the Project, i.e., Financial Management, Human Resources Management, and Civic Services . For clarity, each of the aforementioned Phases will be assigned a single Project Manager with expert knowledge specific to implementation of their respective Tyler Software product. Additionally, Project Managers will collaborate, when appropriate, for any information or dependencies that cross functional phases. Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

- Provides technical training as needed.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City as the City of Charleston builds interfaces.

5.1.8 Tyler Data Experts

- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies
    - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Coordinates with Tyler Project Manager to tightly manage project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.

- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

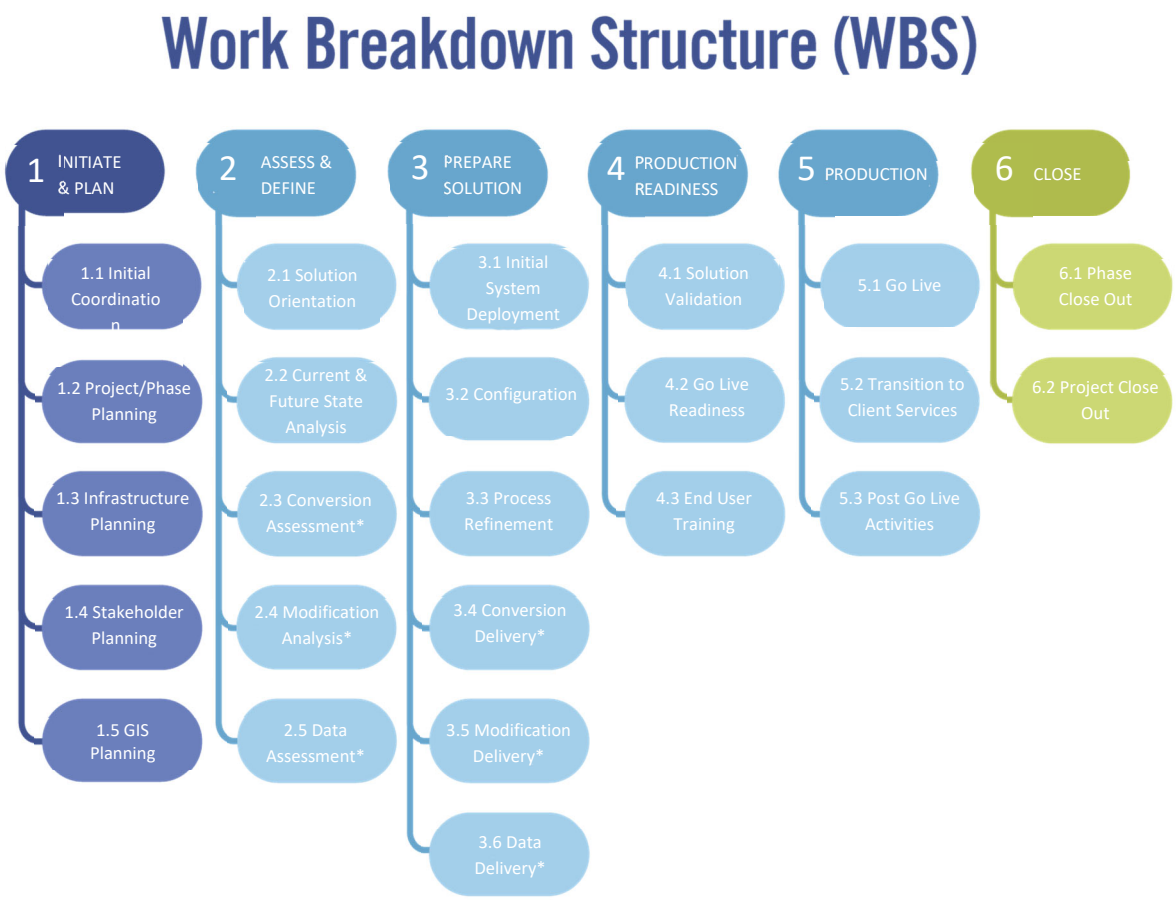
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan and Project Operations Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I

Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements and Design Document	Delivery of Document
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				

Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		C						R
Provide Source GIS Data			I				I		A		C						R
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan Stage Acceptance Criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis

	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Tyler will provide product information and recommendations for best practices to ensure that the City understands options.
- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.

- If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system with assistance from Tyler Data Experts.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Munis conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C

Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated Solution Validation Testing Plan	
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I

Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.

- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.

- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			R	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- Tyler and the City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team will not be separate from the implementation team, therefore, will have sufficient knowledge of the City's implementation to provide meaningful Go-Live support.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.

- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- Tyler and the City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts

- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes

9.2 Enterprise ERP Conversion Summary

9.2.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.2.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.2.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.2.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.2.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.2.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.2.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.2.8 General Billing CID

- Customer information

9.2.9 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.2.10 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.2.11 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.

9.2.12 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.2.13 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.14 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.15 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.2.16 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.2.17 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

9.2.18 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.2.19 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

9.2.20 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

9.2.21 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.2.22 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.2.23 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.2.24 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.2.25 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.2.26 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 "Template Business Transactions"

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing's "Best Management Template".
- The following modifications to Template Business Transactions are considered within scope:
  - Any changes to required inspections within the workflow
  - Any changes to the required plan reviews within the workflow
  - Adding up to 2 additional actions to the workflow
  - Configuration of fees, allowing creation of up to 3 new fees to accommodate
  - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a "Unique Business Transaction", as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 "Unique Business Transactions"

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 "Geo-Rules"

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the "Zones" tab of the record (i.e., plan, permit, code case, etc.).

10.1.4 "Automation Events"

10.1.4.1 "Intelligent Objects (IO)"

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 "Intelligent Automation Agents (IAA)"

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)"

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The City is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any "in-scope" integrations.

10.2 Intentionally left blank.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve a spot in a specific wave.

Phase	Functional Areas	Software Modules	Duration
1	**Enterprise ERP Financials**	• Accounting • Accounts Payable • BMI Asset Track Interface • Budgeting • Capital Assets • Cash Management • Contract Management • Project & Grant Accounting • Purchasing • Accounts Receivable • Cashiering • General Billing	12 months
	Enterprise ERP Productivity	• Enterprise Forms • Content Manager Core Upgrade • Enterprise Analytics and Reporting w Executive Insights	Included in Phase 1
2	**Enterprise ERP Human Resources Management**	• Human Resources & Talent Management • Payroll with Employee Access	12 months
3	**Enterprise Permit & Licensing**	• Business Management Suite • Civic Access – Business Management • Civic Access – Community Development • Community Development Suite • Decision Engine • e-Reviews • Enterprise Permitting & Licensing Core Foundation Bundle • Enterprise Permitting & Licensing Advanced Automation Bundle • Resident Access • Workforce Mobile • GIS	12 months

11.2 Intentionally left blank.

Resolution No. 828-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 828-23 - Authorizing the Mayor or City Manager to enter into a contract with Heidleberg Materials to purchase various classes of Portland Cement on an as-needed basis at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process, where the prices will remain fixed for one year.

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 Heidleberg Materials to purchase various classes of Portland Cement on an as-needed basis at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process, where the prices will remain fixed for one year.

Submitted Bids

Business	Opened at	Status	Submitted at	Signed by
Heidelberg Materials	2023-06-13 10:00 a m	Responsive	2023-06-12 19:47:48 UTC	William Hackett

Description	Unit	Item Total	
FULL LOAD Class A 3500# Concrete	PER CY YARD	$190.00	
FULL LOAD Class B 3000# Concrete	PER CY YARD	$183.00	
FULL LOAD Class C 2500# Concrete	PER CY YARD	$176.00	
FULL LOAD Class D 2000# Concrete	PER CY YARD	$168.00	
Controllable Low Strength Material	PER CY YARD	$140.00	
Partial Load Charge (if applicable)	(if applicable)	$250.00	
Unloading Charge past 30 minutes		$125.00	Per Hour
Cost of Adding Fiber to Concrete		$8.25	Per CYD
Fuel Surcharge		$60.00	Per Load

Resolution No. 829-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 829-23 - Authorizing the Mayor or City Manager to purchase one hundred and seventy four (174) Glock handgun optics from Markl Supply Company, Inc. in the amount of $59,530.62 for the Police Department where the purchase price was determined by a competitive bidding process and the majority of funds ($56,130.74) come from a gift devised to the Charleston Police Department from the Estate of Norma Shuck Levy in memory of her father, former Charleston police officer Edgar N. Shuck.

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

That the Mayor or City Manager is authorized to purchase Glock handgun optics from Markl Supply Company, Inc. in the amount of $59,530.62 for the Police Department where the purchase price was determined by a competitive bidding process.

Submitted Bids

Business	Opened at	Status	Bid Total	Submitted at	Signed by
AmChar Wholesale, Inc	2023-06-13 14:07:45 UTC	Responsive	$62,290.26	2023-06-12 19:47:48 UTC	William Hackett
Markl Supply Company Inc.	2023-06-13 14:07:45 UTC	Responsive	$59,530.62	2023-06-12	Lee Markl Jr.

Resolution No. 830-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 830-23 - Authorizing the Mayor or City Manager to purchase one hundred and seventy-four (174) handgun holsters from Galls in the amount of $27,944.40 for the Police Department where the purchase price was provided under the Galls West Virginia Department of Corrections State Contract.

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

That the Mayor or City Manager is authorized to purchase one hundred and seventy-four (174) handgun holsters from Galls in the amount of $27,944.40 for the Police Department where the purchase price was provided under the Galls West Virginia Department of Corrections State Contract.

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 6/8/2023 **Purchase Order #:**

Vendor: Galls **Phone #:** 800-876-4242

Contact: Travis Hardin **Fax:**

Address: 1340 Russell Cave Road, Lexington, KY 40505
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
156	LP2214 BLK SPRH 8325 High Gloss Right hand	160.60	25,053.60
18	LP2214 BLK SPLH 8325 High Gloss Left Hand	160.60	2,890.80
	State Contract		
		TOTAL	**27,944.40**

Requested By: Major John Garten **Date:** 6/8/2023

Purpose of Request: New holsters for the new Glock 17 MOS weapons that ordered to be given to officer on the dept.

Division Commander:
☐ Denied ☐ Approved **Date:**

Bureau Commander:
☐ Denied ☑ Approved **Date:**

Chief of Police:
☐ Denied ☑ Approved Maj #3 **Date:** 6/8/2023

Budget Officer:
☐ Denied ☐ Approved **Date:**

Council Action Date: **Account:** Donations 041-000-05-000-3-341
Asset Forfeiture 043-299-00-000-3-341

Form CPDPR Revised 05/20/05

Quote

Customer: (5147851) CHARLESTON POLICE DEPT
Date: 06/08/2023
Sales Rep: TRAVIS HARDIN

Page 1 of 1
Quote Number: 23475195
Quote Expiration: 07/08/2023

Sold To:
CHARLESTON POLICE DEPT
501 VIRGINIA ST E
CHARLESTON, WV 25301-2137
JOHN GARTEN

Ship To:
CHARLESTON POLICE DEPT
501 VIRGINIA ST E
CHARLESTON, WV 25301-2137
JOHN GARTEN

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	LP2214 BLK SPRH 8325	SAFARILAND 7TS 7360RDS DUTY HOLSTER	174		160.60	27,944.40

Quote is valid for 30 days

SUBTOTAL:	27,944.40
SHIPPING:	
TAX.....:	
TOTAL...:	27,944.40

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

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

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

State of West Virginia

Agency Master Agreement

Order Date:

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	AMA 0608 0608 DCR2200000024 3	**Procurement Folder:**	958153
Document Name:	Galls LLC	**Reason for Modification:**	
Document Description:	Tactical Items & Clothing	Change Order 1, Renewal 1 Effective Date: February 1, 2023 - January 31, 2024 Renewal: 2	
Procurement Type:	Agency Master Agreement		
Buyer Name:	Herbert Mickey Skeens		
Telephone:	(304) 558-2350		
Email:	herbert.m.skeens@wv.gov		
Shipping Method:	Best Way	**Effective Start Date:**	2022-02-01
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2024-01-31

VENDOR

Vendor Customer Code: 000000111991
GALLS LLC
1340 RUSSELL CAVE RD

LEXINGTON KY 40505
US
Vendor Contact Phone: 999-999-9999 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Herbert Mickey Skeens
Requestor Phone: (304) 558-2350
Requestor Email: herbert.m.skeens@wv.gov

INVOICE TO

VARIOUS AGENCY LOCATIONS
AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

VARIOUS AGENCY LOCATIONS
AS INDICATED BY ORDER

No City WV 99999

US

Total Order Amount:	Open End

DEPARTMENT AUTHORIZED SIGNATURE

DATE: 2.3.23

ELECTRONIC SIGNATURE ON FILE

Approved as to form prior to acknowledgment thereof
this 3rd day of February, 2023

Patrick Morrisey, Attorney General

By: John S. Grayson

Exhibit A - Pricing Page
Tactical Items & Clothing
ARFQ 0608 DCR2200000059

Discount Percentage Category Section

Category Section	Catalog Item Section	Discount Percentage
3.1.1	Eligible Items # 1 - Uniforms	18.00%
3.1.2	Eligible Items # 2 - Casual Clothing	18.00%
3.1.3	Eligible Items # 3 - Tactical Equipment	20.00%
3.1.4	Eligible Items # 4 - Footwear	20.00%
3.1.5	Eligible Items # 5 - Body Armor	20.00%
3.1.6	Eligible Items # 6 - Duty Gear	25.00%
3.1.7	Eligible Items # 7 - Jackets	18.00%
3.1.8	Eligible Items # 8 - Patches	25.00%
3.1.9	Eligible Items # 9 - Badges	25.00%
3.1.10	Eligible Items # 10 - Miscellaneous Items	12.00%

Please enter your discount percentage for each Catalog Item Section here.

Pricing Page Eligible Item Description - All references to brand names are for illustration purposes only and vendor may bid the brand listed or an equal product.	Discounted Unit Price Calculation	Bid Total Calculation

Resolution No. 831-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 831-23 - 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, 2023, and ending June 30, 2024.

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, 2023, and ending June 30, 2024.

MEMORANDUM OF UNDERSTANDING

The following agencies hereby enter into this Memorandum of Understanding (MOU) as of the date this MOU is signed by the agency's representative. The effective date of this MOU is July 1, 2023.

City of Charleston
City of St. Albans
City of Dunbar
City of Nitro
City of South Charleston
City of Hurricane
Putnam County Sheriff's Department
Kanawha County Sheriff's Department
West Virginia State Police
Federal Bureau of Alcohol, Tobacco, and Firearms
Federal Bureau of Investigations
U. S. Attorney's Office for the Southern District of WV

PURPOSE: the purpose of this MOU is to memorialize the operating terms under which this task force, named the Metropolitan Drug Enforcement Network Team (MDENT), develop and enhance cooperation and information exchange between the parties to this MOU and to achieve maximum effective and efficient law enforcement efforts to address drug and violent crime related offenses in the Kanawha County, Putnam County, and Charleston, West Virginia, area.

DEFINITIONS: When used in this MOU, the following words shall be defined as:

1. AHIDTA—Appalachian High Intensity Drug Trafficking Act Program
2. Control Board – The oversight board for MDENT.
3. DCJS – Justice and Community Services with the Division of Administrative Services of the West Virginia Department of Homeland Security
4. Employing agency – The law enforcement agency that hired, employs, and pays the applicable salary and benefits of the law enforcement officer assigned to MDENT.
5. Federal Agencies – The Federal Bureau of Investigations, the Drug Enforcement Agency and the Bureau of Alcohol, Tobacco and Firearms.
6. Grantee – The agency that prepares, submits, and oversees administration of funding applications on behalf of MDENT. For the purposes of this MOU the grantee is the City of Charleston.
7. Local Agencies – The City of Charleston, the City of Dunbar, the City of Nitro, the City of South Charleston, the City of St. Albans, the City of Hurricane, the Kanawha County Sheriff's Department, and the Putnam County Sheriff's Department.
8. MDENT – Metropolitan Drug Enforcement Network Team
9. MOU – Memorandum of Understanding

10. Operating Account – Monies maintained in an interest-bearing account by the grantee to be used to pay expenses incurred by MDENT in pursuit of its stated purpose. These monies come from funds lawfully secured as a result of forfeiture of money and property from drug related seizures and monies contributed to MDENT by other entities.
11. Participating agencies – All of the federal and local agencies that are parties to this MOU.
12. PCNEU – Putnam County Narcotics Enforcement Unit.
13. PCSD – Putnam County Sheriff's Department.
14. Policy Board – West Virginia Drug Policy and Violent Crime Control Policy Board.

The participating agencies agree to the following terms:

1. FEDERAL JURISDICTION: The authority and participation in any investigation under the terms of this MOU by the Federal Agencies shall be pursuant to, and limited by, the jurisdictional laws of each respective federal agency. Because of statutory and policy considerations, the assigned federal personnel will not investigate crimes outside of the jurisdiction of their respective agency. The Federal Agencies shall follow the appropriate policies and guidelines of their respective agencies. Federally initiated cases will follow appropriate guidelines of the lead federal agency concerning case management.

2. LOCAL AGENCY REPRESENTATION: The representative authorized to sign this MOU for each of the participating agencies will appoint one individual to serve as a member on the Control Board, which will be the agencies' chief law enforcement officer or his/her designee. That individual will act on behalf of and represent the designating agency's interests concerning the operation of MDENT. The Mayor of the grantee, or his or her designee, shall serve as the Chairperson of the Control Board. The Chairperson shall appoint the MDENT Commander.

3. CONTROL BOARD: The Control Board shall meet on a regular basis as set by the grantee in accordance with DCJS requirements. Five members present shall constitute a quorum of the Control Board. Each member of the Control Board, or his or her alternate, shall have one vote and, subject to the terms herein, general issues shall require a majority vote of members present. However, actions by MDENT on the following matters shall be decided by unanimous vote of voting members of the Control Board:

a. Approval/disapproval of cases to be investigated by MDENT officers;

b. Amount of and use of funds to be authorized for specific case investigations and operation of the unit;

c. Key decisions critical to the management of case investigations;

d. Acquisition of real or personal property, including equipment;

e. Addition of law enforcement agencies as members of MDENT; and

f. Approval of officers to be assigned to MDENT from participating agencies.

Federal agencies, in compliance with all applicable ethical and regulatory DOJ/Treasury guidelines, will abstain from voting on funding issues that conflict with their department's guidelines.

4. ADMINISTRATION OF GRANT FUNDS; AGENCY RESOURCES: Each of the participating agencies shall cooperate with the grantee concerning the administration of grant funds awarded from DCJS or other entities and in the overall operation of MDENT. Additionally, each participating agency will provide whatever resources are available to that agency, in the reasonable opinion of its Chief Law Enforcement Officer or designee, to specific cases as appropriate and as approved by the Control Board to facilitate efficient and effective investigations.

5. AGENCY WITHDRAWAL FROM OR APPLICATION TO MOU: Participation in the multi-agency investigative efforts of MDENT is voluntary. If a participating agency desires to withdraw from this MOU, written notification of such withdrawal will be provided to each participating agency thirty days prior to withdrawal. Such withdrawal does not absolve the participating agency of any financial responsibilities incurred prior to the withdrawal. Additional agencies wishing to become members of MDENT may do so upon written application to and approval by the Control Board. Such new agencies must execute an addendum agreeing to the terms of the MOU in effect at the time of approval by the Control Board.

6. COMPLIANCE WITH FEDERAL GUIDELINES: Participating agencies agree to follow procedures relating to case management, reporting requirements, fiscal guidelines, and other appropriate policies as adopted by the Control Board and that are consistent with the Anti-Drug Abuse Act of 1986, subtitle K – State and Local Law Enforcement Assistance Act of 1986 and/or the Policy Board and DCJS.

7. OWNERSHIP AND USE OF MDENT EQUIPMENT: Equipment and other personal property purchased with Operating Account funds and utilized for fulfilling the purpose of MDENT will be retained by grantee after the requirements of all applicable DCJS grants have been satisfied or have expired. Grantee's retention of any such equipment or property will be made in accord with established policies and practices set by the Policy Board and the DCJS. It is further agreed that participating agencies may request use of this equipment and property, consistent with each agency's guidelines, at any future time so long as such request or use does not inconvenience or otherwise negatively impact grantee.

8. REAL PROPERTY PURCHASED, OWNED, OR LEASED FOR THE USE AND BENEFIT OF MDENT:

a. If any real property is purchased by one of the participating agencies on behalf of MDENT to be used as office space or any other MDENT purpose, such purchase will be paid for with Operating Account funds.

b. Any real property so purchased, donated, or leased for the use and benefit of MDENT as office space or other MDENT use, will be maintained with Operating Account funds. The Control Board shall have the oversight and responsibility of making the timely loan, lease, or other payments on the property, paying for all repairs and improvements, utilities, taxes, fees, insurance, and all other costs associated with the real property including any improvements thereto and/or appurtenances thereof. If at any time there are insufficient funds in the Operating Account for these expenses when due, such expenses will be shared by the participating local agencies in MDENT at the time such expenses are incurred. Each local agency will be responsible and liable for an amount equal to the amount of the shortfall divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of the shortfall.

c. If any real property owned for the use and benefit of MDENT is sold, the proceeds shall either be used to secure other office space for MDENT or placed in the Operating Account.

d. If at any time MDENT is dissolved, any real property owned for the use and benefit of MDENT shall be sold. The proceeds will be placed in the Operating Account and the funds will be handled as set forth in paragraph number nine (9) of this MOU.

9. MDENT DISSOLUTION: In the event that MDENT is dissolved, the Control Board will ensure that all applicable financial responsibilities of MDENT are paid from the Operating Account. Any remaining balance in the Operating Account after all financial responsibilities are met, excluding any federal funds, shall be distributed to the local agencies participating in MDENT at the time of its dissolution. If there are insufficient funds in the Operating Account to satisfy all financial responsibilities or liabilities, any remaining financial responsibilities and liabilities will be divided among these same local agencies. The formula for the distribution of assets or liabilities shall be the total applicable amount divided by the number of local agency officers assigned to MDENT multiplied by the number of officers each local agency has assigned at the time of dissolution.

10. SALARY, BENEFIT, AND OVERTIME REIMBURSEMENT:

a. Reimbursement to local agencies for officers assigned to MDENT will be made for base salary and benefits as set by the Policy Board, but such

reimbursement shall not exceed $28,000. Unless specifically authorized by grant award, reimbursement will not be made for overtime earned by officers assigned to MDENT.

b. Federal Agencies will not receive reimbursements, including any reimbursement for salary, benefits, or overtime.

c. For overtime reimbursement for officers authorized by a grant award, each local agency will be limited to the overtime hours or amounts authorized by the award.

d. Monies awarded for overtime reimbursement will be distributed upon submission of applicable documentation to the grantee in an amount not to exceed the limit set by the Policy Board.

e. Any AHIDTA overtime funds awarded for compensation shall be reimbursed in accordance with the policies and guidelines of that program.

11. FORFEITURES: Forfeitures will be administratively processed pursuant to the following terms:

a. Forfeitures may be utilized as approved by the Control Board to meet MDENT's stated purpose.

b. The participating Federal Agencies do not receive any share of assets secured by direct forfeiture or by an "open bid" sale in most state and local cases. In any case where a Federal Agency elects to receive a share of the forfeiture, the Federal Agency will process the forfeiture pursuant to federal guidelines. It shall be the responsibility of each participating local agency that desires to seek a portion of the federally forfeited property to complete a United States Department of Justice DAG-71 Application for Transfer of Federally Forfeited Property. If a Federal Agency processes the forfeiture, then the provisions of subparagraph (f.) of this paragraph eleven (11) do not apply.

c. Forfeitures conveyed to local agencies through equitable sharing or pursuant to a completed DAG-71 are to be utilized for law enforcement purposes only, consistent with federal and Policy Board forfeiture guidelines.

d. Real or personal property forfeited to MDENT that cannot be directly used to meet the stated purpose of MDENT will either be sold by an "open bid" process or disposed of in a manner approved by the Control Board in accordance with established federal and Policy Board guidelines for such forfeitures. Any monies secured by the sale of such property that are not processed federally will be deposited in the Operating Account, as required by subparagraph (e.) of this paragraph eleven (11).

e. Cash, either directly forfeited or secured by the sale of real or personal property, that are not processed federally will be maintained in the Operating Account until spent for MDENT purposes or distributed to the local agencies consistent with this paragraph. The Policy Board sets a required minimum percentage of forfeited funds, less administrative costs, that must be used to cover the day-to-day operations of a drug task force during each grant award period. For the term of this MOU the Policy Board has MDENT's minimum percentage at forty (40) percent. The Policy Board also permits each drug task force to establish a percentage greater than the set minimum. As of January 1, 2003, the Control Board established a minimum of fifty (50) percent of all monies secured as a result of forfeitures, after administrative costs have been removed, be held in the Operating Account to be used for day-to-day operations, with the remaining fifty (50) percent to be distributed among the local agencies as consistent with subparagraph (f.) of this paragraph eleven (11).

f. Forfeited funds that are not processed by a Federal Agency shall be distributed as follows:

   1. 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the Operating Fund. The remaining amount will be distributed to each local agency participating at the time of the seizure by dividing the total applicable amount by the number of local agency officers assigned to MDENT at the time of the seizure multiplied by the number of officers each local agency has assigned at the time of the seizure, not including any offers assigned to the Interdiction Team.

   2. For seizures made by the Interdiction Team, 50% of all such non-federal forfeited funds, after payment of any administrative costs, shall be deposited in the MDENT Operating Fund. The remaining amount will be distributed to each local agency which have officers assigned to the Interdiction Team at the time of the seizure by dividing the total applicable amount by the number of officers assigned to the Interdiction Team at the time of the seizure multiplied by the number of officers each local agency has assigned to the Interdiction Team at the time of the seizure.

12. PROTOCOL FOR INTERACTION WITH THE NEWS MEDIA:

a. The Control Board shall set policy and procedures for media releases and/or press conferences.

b. All media releases shall be made in the name of MDENT. Each release shall name all of the participating agencies.

c. Unless special circumstances exist, individual MDENT officers will not be identified or photographed.

d. No information about MDENT operations or individual investigations will be released to the media until approved by the official with applicable prosecutorial authority.

1. If jurisdiction involves a federal prosecution, the United States Attorney of the Southern District of West Virginia must approve any release of information to the media.

2. If jurisdiction involves a state prosecution, the Prosecuting Attorney in the county where the case will be prosecuted must approve any release of information to the media.

13. REPLACEMENT/REMOVAL OF OFFICERS ASSIGNED TO MDENT:

a. All employing agencies will allow officers assigned to MDENT to complete all material assignments prior to the officer's removal from, or replacement on, MDENT, unless conditions involving willful misconduct or other extenuating circumstances exist which would adversely affect MDENT operations and/or reputation if such removal is delayed.

b. If any MDENT officer engages in misconduct, conduct unbecoming an officer, or any activity which requires an administrative investigation to determine the propriety of disciplinary action, the employing agency shall be solely responsible for any and all disciplinary action. The Task Force Commander shall immediately notify the Control Board members and the employing agency of any such behavior of which he or she becomes aware. Notwithstanding, the Control Board may remove any officer from MDENT upon reasonable belief that the officer engaged in misconduct, conduct unbecoming, or any other improper behavior or of activities. The employing agency shall be notified of any decision by the Control Board to remove an assigned officer and the employing agency may submit the name of a replacement officer for the Control Board's consideration and approval.

14. LIABILITY AND INSURANCE OBLIGATIONS:

a. Each employing agency shall be solely responsible for the negligent acts, omissions, and/or wrongdoing of its officers, whether alleged or established, and for any and all claims of liability related thereto. As between the parties to this MOU, unless otherwise agreed in writing, each employing agency shall be solely responsible for defending against any claim against its officer, and for payment of any and all resulting fees, costs, or damages related thereto.

b. Unless otherwise agreed in writing, no employing agency shall be responsible for defending against or paying for any civil liability arising out of negligent acts, omissions, and/or wrongdoing of officers or other personnel assigned to

MDENT from another employing agency. For the purpose of this MOU, civil liability includes, but is not limited to, damages of any kind, attorney fees, and any and all costs and/or expenses incident to any civil lawsuit or administrative claim filed by any person, business, corporation, partnership organization, or government entity, or otherwise related to any administrative or judicial proceeding, finding, judgment, or settlement in compromise of any claim.

c. The employing agencies to this MOU agree that each officer assigned to MDENT is solely an employee of his or her employing agency. The parties to this MOU further agree that each employing agency shall be solely responsible for providing workers compensation coverage and unemployment coverage to each and every officer assigned to MDENT by that employing agency.

d. Each employing agency shall maintain liability insurance coverage in an amount of at least $1,000,000 to satisfy the liability obligations herein related to claims arising from the alleged negligent, acts, omissions, and/or wrongdoing of its officers/employees assigned to MDENT, and such insurance policy shall include coverage for damage to the assigned officer/employee's vehicle and claims resulting from the assigned officer/employee's operation thereof, regardless of which agency actually owns the vehicle. In other words, and by example only, each agency shall be responsible for insuring, defending against and paying every claim or civil liability arising out of the conduct of its officer/employee, regardless of where the incident giving arise to the claim or civil liability arose and regardless of who owned any vehicle or equipment involved. Provided: That the parties recognize that the Federal Tort Claims Act shall be applicable to all liability issues relating to the actions of the officers assigned to MDENT from federal agencies.

e. As between the parties to this Agreement, the agency employing any officer/employee assigned to MDENT will be solely responsible for any damage to property caused by the intentional or other conduct by the employing agency's officer/employee which results in any denial of insurance coverage.

15. PARTICIPATING AGENCIES: Effective July 1, 2023, the Task Force is, or can be composed of 23 officers as follows:

7 from Charleston Police Department

2 from St. Albans Police Department

1 from Nitro Police Department

1 from Dunbar Police Department

2 from South Charleston Police Department

1 from Hurricane Police Department

3 from Kanawha County Sheriff's Department

3 from Putnam County Sheriff's Department

1 from West Virginia State Police

1 from the US Drug Enforcement Agency

1 from Homeland Security

These officers will work directly with the agents from the Charleston area offices of the participating Federal Agencies.

16. FUNDING TERM. For the purpose of funding obtained through the DCJS, the term of this agreement shall be for the fiscal year covering the period of July 1, 2023, through June 30, 2024. Subsequent contract renewal with the DCJS for similar continued funding will serve to extend this agreement.

17. SUPERSEDING AGREEMENT. This MOU supersedes any and all prior MOU's implemented and agreed to by the participating agencies.

This MOU is hereby entered into by the participating agencies on pages 9 and 10 of this MOU, which may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

BY: _____ DATE: _____
Amy Goodwin
Mayor (City of Charleston)

BY: _____ DATE: _____
Scott James
Mayor (City of St. Albans)

BY: _____ DATE: _____
Dave Casebolt
Mayor (City of Nitro)

BY: _____ DATE: _____

Frank Mullens
Mayor (City of South Charleston)

BY: _____ DATE: _____

Scott Edwards
Mayor (City of Hurricane)

BY: _____ DATE: _____

Michael Y. Rutherford
Sheriff of Kanawha County

BY: _____ DATE: _____

Bobby Eggelton
Sheriff of Putnam County

BY: _____ DATE: _____

Jack Chambers
Superintendent WV State Police

BY: _____ DATE: _____

William Thompson
U.S. Attorney, Southern District of WV

BY: _____ DATE: _____

Dave Bullard
Alcohol, Tobacco, and Firearms

BY: _____ DATE: _____

Tony Rausa
Federal Bureau of Investigation

Resolution No. 832-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 832-23 - Authorizing the Mayor or City Manager to purchase sixty-four (64) computers for various departments from HP Inc. in the total amount of $51,990.00, where the purchase price was provided under a West Virginia State Contract.

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

That the Mayor or City Manager is authorized to purchase sixty-four (64) computers for various departments from HP Inc. in the total amount of $51,990.00, where the purchase price was provided under a West Virginia State Contract.

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: 06/12/2023

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: Computers for City of Charleston, Parking, MDENT and CCCC

Purchase justification: Annual computer refresh

If approved, the total purchase price will be: $51,990.00

(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. _____ Price Quote: $_____

2. _____ Price Quote: $_____

3. _____ Price Quote: $_____

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:

State Contract #CMA 0212

_____

_____

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: Adam Cottrell Department: Information Systems

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

****

Funds Approval: _____ Date: 6/13/2023
Authorized Financial Officer

Council Approval Needed

Account Number: 001-975-00-439-4-459 (proprietary funds to be paid separately)

City Manager Approval: _____ Date:_____

Copy of Copy of City of Charleston

HP Customer Quote 5361103
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

June 12, 2023 1:03:34 PM

State of West Virginia
1900 KANAWHA BLVD E
CHARLESTON, WV 25305

Dear West Virginia Quoting Profile,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: WV - STATE OF WEST VIRGINIA [IP23] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. Click here to download the sample Purchase Order

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address,the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728

Copy of Copy of City of Charleston

HP Customer Quote 5361103
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

Information & Details

Organization name: State of West Virginia
Catalog name: WV - STATE OF WEST VIRGINIA [IP23]
Created by: carlos.sanchez@hp.com
Partner Agent ID:
Name: Carlos Sanchez
Email: WVHP2B1@pshp.com
Phone: 5555555555
Email notification: WVHP2B1@pshp.com
Created: June 12, 2023 1:03:34 PM
Expires: July 12, 2023 1:03:34 PM
Payment method:
Quote total: USD 41,178.00

Billing Information

OM ID: N06281
Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City : CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:

Shipping Information

Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City: CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	Standard Laptop **KIT ID:455574**		**7**	**USD 724.00**	**USD 5,068.00**
U8UK3E	HP 5 Year Absolute Resilience for Education - for Service Guarantee Regions Only		1	USD 90.00	USD 90.00
870N4UC#ABA	HP PB450G9 i5-1235U 15 16GB/256 PC **Display** - 15.6\ diagonal, FHD (1920 x 1080), IPS, narrow bezel, anti-glare, 250 nits, 45% NTSC **Warranty** - HP Elite Support with limited 1 year standard parts and labor (1-1-0) warranty. Terms and conditions vary by country. Certain restrictions and exclusions apply.		1	USD 528.00	USD 528.00
U9UX1E	HP 4 year Onsite Battery Replacement (No CSR replace 1x L) N HW Supp		1	USD 42.00	USD 42.00
U9DM1E	HP 4 year Priority Access Plus Service for PCs (1000+ seats)		1	USD 6.00	USD 6.00
UB5F2E	HP 4 year Next Business Day Response Onsite w /Defective Media Retention NB HW Supp		1	USD 58.00	USD 58.00
	Tower Standard PC **KIT ID:474586**		**36**	**USD 636.00**	**USD 22,896.00**
86X45UC#ABA	HP Elite Tower 600 G9 i512500 16GB/256PC		1	USD 518.00	USD 518.00
UE333E	HP 4 year Next Business Day Onsite w/Defective Media Retention Desktop Hardware Support		1	USD 14.00	USD 14.00
U8UK3E	HP 5 Year Absolute Resilience for Education - for Service Guarantee Regions Only		1	USD 90.00	USD 90.00
U9DM1E	HP 4 year Priority Access Plus Service for PCs (1000+ seats)		1	USD 6.00	USD 6.00

Copy of Copy of City of Charleston

HP Customer Quote 5361103
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
FH973AA	HP DisplayPort to DVI-D Adapter **What's in the box** - HP DisplayPort to DVI-D Adapter, documentation		1	USD 8.00	USD 8.00
	Fixed Workstation **KIT ID:476827**		**4**	**USD 3,027.00**	**USD 12,108.00**
86V81UC#ABA	HP Z4G4T XW2245 64GB/512 PC **Warranty** - 3 year (3-3-3) limited warranty and service offering includes 3 years of parts, labor and on-site repair. Terms and conditions vary by country. Certain restrictions and exclusions apply.,On-site limited warranty and service with 3 year limited warranty and service offering delivers on-site, next business-day service for parts and labor and includes free telephone support 8 am - 5 pm. Global coverage ensures that any product purchased in one country and transferred to another, non-restricted country will remain fully covered under the original warranty and service offering. 24/7 operation will not void the HP warranty., Protected by HP Services, including a 3 years parts, 3 years labor, and 3 years onsite service (3-3-3) standard limited warranty. Certain restrictions. 24/7 operation will not void the HP warranty.		1	USD 2,910.00	USD 2,910.00
U1G56E	HP 4 year Next Business Day Response Onsite w /Defective Media RetentionWS HW Supp		1	USD 21.00	USD 21.00
U8UK3E	HP 5 Year Absolute Resilience for Education - for Service Guarantee Regions Only		1	USD 90.00	USD 90.00
U9DM1E	HP 4 year Priority Access Plus Service for PCs (1000+ seats)		1	USD 6.00	USD 6.00
8F1D1UP	**Standard Docking Station**		**7**	**USD 158.00**	**USD 1,106.00**

Subtotal	USD 41,178.00
Estimated Tax	USD 0.00
Estimated Total	USD 41,178.00

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to

obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

Charleston standard pc (15)

HP Customer Quote 5314102
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

June 8, 2023 9:47:46 AM

State of West Virginia
1900 KANAWHA BLVD E
CHARLESTON, WV 25305

Dear West Virginia Quoting Profile,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: WV - STATE OF WEST VIRGINIA [IP23] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. Click here to download the sample Purchase Order

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address,the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728

Charleston standard pc (15)

HP Customer Quote 5314102
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

Information & Details

Organization name: State of West Virginia
Catalog name: WV - STATE OF WEST VIRGINIA [IP23]
Created by: carlos.sanchez@hp.com
Partner Agent ID:
Name: Carlos Sanchez
Email: WVHP2B1@pshp.com
Phone: 5555555555
Email notification: WVHP2B1@pshp.com
Created: June 8, 2023 9:47:46 AM
Expires: July 8, 2023 9:47:46 AM
Payment method:
Quote total: USD 9,540.00

Billing Information

OM ID: N06281
Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City : CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:

Shipping Information

Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City: CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	Tower Standard PC **KIT ID:474586**		**15**	**USD 636.00**	**USD 9,540.00**
86X45UC#ABA	HP Elite Tower 600 G9 i512500 16GB/256PC		1	USD 518.00	USD 518.00
UE333E	HP 4 year Next Business Day Onsite w/Defective Media Retention Desktop Hardware Support		1	USD 14.00	USD 14.00
U8UK3E	HP 5 Year Absolute Resilience for Education - for Service Guarantee Regions Only		1	USD 90.00	USD 90.00
U9DM1E	HP 4 year Priority Access Plus Service for PCs (1000+ seats)		1	USD 6.00	USD 6.00
FH973AA	HP DisplayPort to DVI-D Adapter **What's in the box** - HP DisplayPort to DVI-D Adapter, documentation		1	USD 8.00	USD 8.00

Subtotal	USD 9,540.00
Estimated Tax	USD 0.00
Estimated Total	USD 9,540.00

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Charleston standard pc (15)

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

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Untitled Quote_5314103_V1

HP Customer Quote 5327631
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

June 8, 2023 9:45:18 AM

State of West Virginia
1900 KANAWHA BLVD E
CHARLESTON, WV 25305

Dear West Virginia Quoting Profile,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: WV - STATE OF WEST VIRGINIA [IP23] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

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Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728

Untitled Quote_5314103_V1

HP Customer Quote 5327631
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

Information & Details

Organization name: State of West Virginia
Catalog name: WV - STATE OF WEST VIRGINIA [IP23]
Created by: carlos.sanchez@hp.com
Partner Agent ID:
Name: Carlos Sanchez
Email: WVHP2B1@pshp.com
Phone: 5555555555
Email notification: WVHP2B1@pshp.com
Created: June 8, 2023 9:45:18 AM
Expires: July 8, 2023 9:44:00 AM
Payment method:
Quote total: USD 636.00

Billing Information

OM ID: N06281
Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City : CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:

Shipping Information

Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City: CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	Tower Standard PC **KIT ID:474586**		**1**	**USD 636.00**	**USD 636.00**
86X45UC#ABA	HP Elite Tower 600 G9 i512500 16GB/256PC		1	USD 518.00	USD 518.00
UE333E	HP 4 year Next Business Day Onsite w/Defective Media Retention Desktop Hardware Support		1	USD 14.00	USD 14.00
U8UK3E	HP 5 Year Absolute Resilience for Education - for Service Guarantee Regions Only		1	USD 90.00	USD 90.00
U9DM1E	HP 4 year Priority Access Plus Service for PCs (1000+ seats)		1	USD 6.00	USD 6.00
FH973AA	HP DisplayPort to DVI-D Adapter **What's in the box** - HP DisplayPort to DVI-D Adapter, documentation		1	USD 8.00	USD 8.00

Subtotal	USD 636.00
Estimated Tax	USD 0.00
Estimated Total	USD 636.00

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Untitled Quote_5314103_V1

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Untitled Quote

HP Customer Quote 5314103
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

June 8, 2023 9:44:00 AM

State of West Virginia
1900 KANAWHA BLVD E
CHARLESTON, WV 25305

Dear West Virginia Quoting Profile,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: WV - STATE OF WEST VIRGINIA [IP23] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

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Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

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Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728

Untitled Quote

HP Customer Quote 5314103
Contract Number: WV - STATE OF WEST VIRGINIA [IP23]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE

Information & Details

Organization name: State of West Virginia
Catalog name: WV - STATE OF WEST VIRGINIA [IP23]
Created by: carlos.sanchez@hp.com
Partner Agent ID:
Name: Carlos Sanchez
Email: WVHP2B1@pshp.com
Phone: 5555555555
Email notification: WVHP2B1@pshp.com
Created: June 8, 2023 9:44:00 AM
Expires: July 8, 2023 9:44:00 AM
Payment method:
Quote total: USD 636.00

Billing Information

OM ID: N06281
Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City : CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:

Shipping Information

Company: State of West Virginia
Address:
1900 KANAWHA BLVD E
City: CHARLESTON
State/Province: West Virginia
Zip/postal code: 25305
Country: US
Attention to: James Luikart
Email: james.luikart@cityofcharleston.org
Phone: 304-348-8048
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	Tower Standard PC **KIT ID:474586**		**1**	**USD 636.00**	**USD 636.00**
86X45UC#ABA	HP Elite Tower 600 G9 i512500 16GB/256PC		1	USD 518.00	USD 518.00
UE333E	HP 4 year Next Business Day Onsite w/Defective Media Retention Desktop Hardware Support		1	USD 14.00	USD 14.00
U8UK3E	HP 5 Year Absolute Resilience for Education - for Service Guarantee Regions Only		1	USD 90.00	USD 90.00
U9DM1E	HP 4 year Priority Access Plus Service for PCs (1000+ seats)		1	USD 6.00	USD 6.00
FH973AA	HP DisplayPort to DVI-D Adapter **What's in the box** - HP DisplayPort to DVI-D Adapter, documentation		1	USD 8.00	USD 8.00

Subtotal	USD 636.00
Estimated Tax	USD 0.00
Estimated Total	USD 636.00

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Untitled Quote

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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia

Master Agreement

Order Date: 01-06-2023

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0212 0212 IP23 1	**Procurement Folder:**	1135670
Document Name:	IP23 - Statewide Contract for Computers & Accessories	**Reason for Modification:**	
Document Description:	Statewide Contract for Computers & Accessories		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2023-01-15
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2024-01-14

VENDOR

Vendor Customer Code: 000000231044
HP INC
800 CRANBERRY WOODS DR #200

CRANBERRY TOWNSHIP PA 16066
US
Vendor Contact Phone: 999-999-9999 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Andrew C Lore
Requestor Phone: 304-352-4944
Requestor Email: andrew.c.lore@wv.gov

23
FILE LOCATION _____

2 CFR 200 Compliant

INVOICE TO

ALL STATE AGENCIES
VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999
US

SHIP TO

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999
US

1/17 2023

Total Order Amount:	Open End

Purchasing Division's File Copy

ENTERED

JLH 1/11/2023

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 01/13/23	DATE: 1/23/2023	DATE: 1/24/2023
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor HP Inc., agrees to enter with the State of West Virginia, into an open-end statewide contract to provide Computers & Accessories per the Specifications, Terms and Conditions, Bid Requirements, Addendum #1 dated 11/30/2022, Addendum #2 dated 12/05/2022, Addendum #3 dated 12/08/2022, and the Vendors bid dated 12/12/2022, incorporated by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43210000			EA	636.000000
	Service From	**Service To**			

Commodity Line Description: Standard PC

Extended Description:
3.1.2 Standard PC

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43210000			EA	803.000000
	Service From	**Service To**			

Commodity Line Description: Power PC

Extended Description:
3.1.3 Power PC

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43210000			EA	3027.000000
	Service From	**Service To**			

Commodity Line Description: Fixed Workstation

Extended Description:
3.1.4 Fixed Workstation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43210000			EA	724.000000
	Service From	**Service To**			

Commodity Line Description: Standard Laptop

Extended Description:
3.1.5 Standard Laptop

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43210000			EA	1010.000000
	Service From	**Service To**			

Commodity Line Description: Power Laptop

Extended Description:
3.1.6 Power Laptop

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	43210000			EA	1101.000000
	Service From	Service To			

Commodity Line Description: Tablet PC

Extended Description:
3.1.7 Tablet PC

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	43210000			EA	1935.000000
	Service From	Service To			

Commodity Line Description: Mobile Workstation

Extended Description:
3.1.8 Mobile Workstation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	43210000			EA	108.000000
	Service From	Service To			

Commodity Line Description: 20" Monitor

Extended Description:
3.1.9.1.1 20" Monitor

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	43210000			EA	144.000000
	Service From	Service To			

Commodity Line Description: 24" Monitor

Extended Description:
3.1.9.1.2 24" Monitor

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	43210000			EA	162.000000
	Service From	Service To			

Commodity Line Description: 27" Monitor

Extended Description:
3.1.9.1.3 27" Monitor

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43210000			EA	265.500000
	Service From	Service To			

Commodity Line Description: Digital Signature Pad

Extended Description:
3.1.9.2 Digital Signature Pad

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	43210000			EA	158.000000
	Service From	Service To			

Commodity Line Description: Docking Station for Standard Laptop, Power Laptop, & Tablet

Extended Description:
3.1.9.3 Docking Station for Standard Laptop, Power Laptop, and Tablet

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	43210000			EA	253.000000
	Service From	Service To			

Commodity Line Description: Docking Station for Mobile Workstation

Extended Description:
3.1.9.6 Docking Station for Mobile Workstation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	43210000			EA	155.100000
	Service From	Service To			

Commodity Line Description: SSD SATA 1TB 2.5"

Extended Description:
3.1.9.7 SSD SATA 1TB 2.5"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	43210000			EA	138.000000
	Service From	Service To			

Commodity Line Description: SSD M.2 1TB NVME 2280

Extended Description:
3.1.9.8 SSD M.2 1TB NVME 2.5"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	43210000			EA	30.000000
	Service From	Service To			

Commodity Line Description: USB DVD/RW Drive

Extended Description:
3.1.9.9 Optional USB DVD/RW Drive

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	43210000			EA	22.490000
	Service From	Service To			

Commodity Line Description: USB Smart Card Reader

Extended Description:
3.1.9.10 USB Smart Card Reader

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	43210000			EA	209.000000
	Service From	Service To			

Commodity Line Description: Four-Year Accidental Damage Coverage - STANDARD LAPTOP

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage for STANDARD LAPTOP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	43210000			EA	181.000000
	Service From	Service To			

Commodity Line Description: Four-Year Accidental Damage Coverage - POWER LAPTOP

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage for POWER LAPTOP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	43210000			EA	236.000000
	Service From	Service To			

Commodity Line Description: Four-Year Accidental Damage Coverage - TABLET PC

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage for TABLET PC

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of ONE (1) YEAR _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000 per occurrence.

☑ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: $1,000,000 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Debra Lee, Director - Contract Sales Management

(Address) HP Inc., 10400 Energy Drive, Spring, TX 77389

(Phone Number) / (Fax Number) 847-537-0344 (office); 847-922-2977 (cell); 847-572-1336 (fax)

(Email address) debra.lee@hp.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

HP Inc.
(Company)

(Signature of Authorized Representative)

Judith M. Alexander, Senior Counsel - State/Local Government & Education; Janaury 6, 2023
(Printed Name and Title of Authorized Representative) (Date)

954-249-5162 (phone); 954-343-2210 (fax)
(Phone Number) (Fax Number)

judith.alexander@hp.com
(Email Address)

Revised 11/1/2022

HP CUSTOMER TERMS

1. **Parties.** These terms represent the agreement ("**Agreement**") that governs the purchase of products and services from HP Inc. ("**HP**") by the State of West Virginia ("**Customer**," "**State**," or "**West Virginia**").

2. **Orders.** "**Order**" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("**SOW**"), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.

3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders.

4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.

5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.

6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.

7. **Products.**
   (a) Title. Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
   (b) Delivery. HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
   (c) Installation. If HP is providing installation with the product purchase, HP's site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
   (d) Product Performance. All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third-party supplier.
   (e) Product Warranty Claims. When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.

8. **Software.**
   (a) License Grant. HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software

product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.

(b) Updates. Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.

(c) License Restrictions. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.

(d) License Term and Termination. Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.

(e) License Transfer. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.

(f) License Compliance. HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.

(g) Software Performance. HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.

(h) US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

9. Services.

(a) Support Services. HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported. Maintenance/support services are further described in Exhibit A – Supplemental Data Sheet.

(b) Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.

(c) Services with Deliverables. If Supporting Material for services defines specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30-day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.

(d) Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
(e) Expenses. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
(f) Change Orders. We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

10. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
(a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
(b) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
(c) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
(d) malware (e.g. virus, worm, etc.) not introduced by HP; or
(e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

11. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.

12. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If HP creates deliverables specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

13. **Intellectual Property Rights Infringement Indemnification.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.

14. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

15. **Personal Data.** Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations.

16. **Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of $1,000,000 or the amount payable by Customer to HP for the relevant Order (per occurrence). Neither

Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

17. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations.

18. **General.**
    (a) Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.
    (b) Amendments. Modifications to the Agreement will be made only through a written amendment signed by both parties.
    (c) Governing Law. . Claims arising or raised in the United States will be governed by the laws of the state of West Virginia, excluding rules as to choice and conflict of law.
    (d) Disputes. If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
    (e) Force Majeure. Neither party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control, including without limitation, acts of God, strikes, health crises such as endemics, epidemics and pandemics, war, riots, flood, fire, sabotage, lockout, material or labor restrictions or laws by any governmental authority, or any other circumstances of like character ("force majeure event"). Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default caused by the force majeure event and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. However, this section 18.(d) shall not apply to Customer's payment obligations for products received and services performed, unless payment obligations cannot be made due to a widespread interruption of the Internet or electronic banking systems preventing the Customer from making payment to HP, but which any suspended payments shall promptly be made upon the restoration of the Internet/electronic banking systems.
    (f) Global Trade Compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
    (g) Survival. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
    (h) Assignment. Neither party may, nor will it have the power to assign or novate the Agreement without the consent of the other party.

19. **Conflict.** In the event of a conflict between the terms of this HP Agreement and the terms of West Virginia's Agreement Addendum (WV-96) that apply to Solicitation CRFQ 0212 SWC2300000010, to which this HP Agreement is attached, the terms of West Virginia's Agreement Addendum, WV-96 (revised 1-1-2019) shall control.

[Signature Page Follows]

The parties confirm their agreement to these terms by executing below:

HP Inc.	**State of West Virginia**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP's support offerings, which are set forth in detail in offering-specific datasheets, with the exception of those support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

(a) Hardware Support-General Eligibility. Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You ("**you**" or "**your**") must also maintain eligible products at the latest HP-specified configuration and revision levels.

(b) Return to Support. If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.

(c) Use of Proprietary Service Tools. HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs ("**Proprietary Service Tools**"), as well as certain diagnostic tools that may be included as part of your system. Proprietary Service Tools are and remain the sole and exclusive property of HP, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:

(i) Allows HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;

(ii) Install Proprietary Service Tools, including installation of any required updates and patches;

(iii) Use the electronic data transfer capability to inform HP of events identified by the software;

(iv) If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and

(v) Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

(a) Local Availability of Support. Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

(b) Version Support. Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. "**Version**" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.

(c) Relocation and Impact on Support. Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.

(d) Multi-vendor Support. HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.

(e) Modifications. You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

(a) Site and Product Access. You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for the support call at HP's published service rates. You are responsible for removing any products ineligible

for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.

(b) Licenses. You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.

(c) Software Support Documentation and Right to Copy. You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.

(d) Loaner Units. HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.

(e) Hardware Support. Compatible Cables and Connectors. You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.

(f) Data Backup. To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.

(g) Temporary Workarounds. You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.

(h) Hazardous Environment. You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.

(i) Authorized Representative. You will have a representative present when HP provides support at your site.

(j) Product List. You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.

(k) Solution Center Designated Callers. You will identify a reasonable number of callers, as determined by HP and Customer (**"Designated Callers"**), who may access HP's customer Support call centers (**"Solution Centers"**) or online help tools.

(l) Solution Center Caller Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

(a) Cancellation. You may cancel support orders or delete products from support upon thirty (30) days written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP's support offering upon sixty (60) days written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.

(b) Pricing. Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days' written notice.

(c) Additional Services. Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.

(d) Replacement Parts. Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**
   (2 C.F.R. § 200.321)

   a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

      (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
      (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

   b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. **DOMESTIC PREFERENCES:**
   (2 C.F.R. § 200.322)

   a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **BREACH OF CONTRACT REMEDIES AND PENALTIES:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. **EQUAL EMPLOYMENT OPPORTUNITY:**
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. **DAVIS-BACON WAGE RATES:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

(a) 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.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. **ANTI-KICKBACK ACT:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are 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 State must report all suspected or reported violations to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is 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.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

10. **CLEAN AIR ACT**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is 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).

11. **DEBARMENT AND SUSPENSION**
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

12. **BYRD ANTI–LOBBYING AMENDMENT**
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State 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 CFR part 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.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: Jessica L Hovanec

Printed Name: Jessica Hovanec

Title: Senior Buyer

Date: 01/10/2023

Vendor Name:

By: JM

Printed Name: Judith M. Alexander

Title: Senior Counsel, State/Local Government and Education

Date: January 6, 2023

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.
W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

[X] – Not Applicable Because Contract Not for Construction

[ ] – Federal Prevailing Wage Determination on Next Page

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals. This contract will not include Chromebooks, Rugged Laptops, or Mac computers

   The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products.

   The successful bidder must provide full support capability, as requested, including, but not limited to, configuration, support, and maintenance.

   The successful bidder may seek to use an online ordering portal for the resulting contract. The State makes no guarantee it will utilize the portal the Vendor suggests, and the successful bidder is required, in all cases, to accept Delivery Orders from the State

   The State's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

   2.1 "Absolute Resilience" means Absolute Resilience with BIOS Enabled data and asset protection tool integrated deep within a computer, helps detect and enforce compliance and accountability for at-risk data on devices, and assists in recovery efforts.

   2.2 "Agency" is any entity seeking goods/services under this Contract.

   2.3 "ARO" means After Receipt of Order.

   2.4 "BIOS" means Basic Input/Output System

   2.5 "Business class machines" means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.

   2.6 "Contract" is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation

2.7 "Contract Item" or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.8 "DIMM" means Dual In-line Memory Module

2.9 "DVD/RW" means a disc drive that can read and record both DVDs and CDs

2.10 "DVI" means Digital Visual Interface

2.11 "FIPS-201" means Federal Information Processing Standard Publication 201

2.12 "FOB" stands for Free on Board which indicates that the Vendor is responsible for delivery and shipping costs.

2.13 "GB" means Gigabyte

2.14 "HD" means High Definition

2.15 "HDD" means Hard Disk Drive

2.16 "HDMI" means High Definition Multimedia Interface

2.17 "LAN" means Local Area Network

2.18 "Mandatory Requirements" The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.

2.19 "Manufacturer" is the company who produces the equipment.

2.20 "MB" means Megabyte

2.21 "OEM" means Original Equipment Manufacturer

2.22 "OS" means Operating System

2.23 "PCI-E" means Peripheral Component Interconnect Express

2.24 "PCs" are desktops, laptops, netbooks, and tablets.

2.25 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.

2.26 "RAM" means Random-Access Memory

2.27 "Refurbished reused or recycled" means old or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.

2.28 "SATA" means Serial AT Attachment

2.29 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.30 "SSD" means Solid State Drive

2.31 "TB" means Terabyte

2.32 "TPM" means Trusted Platform Module

2.33 "UEFI" means Unified Extensible Firmware Interface

2.34 "USB" means Universal Serial Bus

2.35 "Vendor" means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.

2.36 "VGA" means Video Graphics Array

GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 All platforms in this solicitation must be offered with the same operating system.

3.1.2 <u>STANDARD PC</u>:

3.1.2.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.2.2 Processor: Latest generation processor, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache

3.1.2.3 RAM: Minimum 16GB Single DIMM, expandable up to 32GB or greater

3.1.2.4 Storage Drive: Minimum 256GB SSD

3.1.2.5 Keyboard: USB or Wireless, full size with number pad

3.1.2.6 Mouse: USB or Wireless, 2-button with scroll

3.1.2.7 Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs

3.1.2.8 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and minimum 1 USB-C

3.1.2.9 Expansion Slots: Minimum 2 slots available PCI-E supporting full-height expansion cards

3.1.2.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support via HDMI and/or DisplayPort. Adapters for VGA and DVI must be included

3.1.2.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan

3.1.2.12 TPM Version 2.0

3.1.2.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, or other issues related to internal components. Parts and labor for repairs included at no additional charge.

3.1.2.14 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

3.1.2.15 Energy Consumption: Unit must be ENERGY Star Certified

3.1.2.16 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.

3.1.3 **POWER PC:**

3.1.3.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications

3.1.3.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal, minimum 6 cores, 12 threads, and minimum 8MB cache.

3.1.3.3 RAM: Minimum 32GB, with free slots, expandable up to 64GB or greater

3.1.3.4 Storage Drive: Minimum 512GB SSD

3.1.3.5 Keyboard: USB or Wireless, full size with number pad

3.1.3.6 Mouse: USB or Wireless, 2-button with scroll

3.1.3.7 Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs

3.1.3.8 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and 1 USB-C

3.1.3.9 Expansion Slots: Minimum 2 slots available PCI-E supporting full-height expansion cards

3.1.3.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support via HDMI and/or DisplayPort. Adapters for VGA and DVI must be included

3.1.3.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan

3.1.3.12 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer

3.1.3.13 TPM Version 2.0

3.1.3.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

3.1.3.15 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

3.1.3.16 Energy Consumption: Unit must be ENERGY Star Certified

3.1.3.17 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.4 **FIXED WORKSTATION:**

3.1.4.1 Chassis: Full size tower

3.1.4.2 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.4.3 Processor: Latest generation processor, minimum Intel Xeon or equal with minimum 8 cores and 13MB cache.

3.1.4.4 RAM: Minimum 64GB, with free slots, expandable up to 256GB or greater

3.1.4.5 Storage Drives: Four (4) 2.5" SSD drives, minimum 500GB each, configured in a RAID 5 array

3.1.4.6 Keyboard: USB or Wireless, full size with number pad

3.1.4.7 Mouse: USB or Wireless, minimum 2-button with scroll

3.1.4.8 Power Supply: Minimum of 600w or greater

3.1.4.9 Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs

3.1.4.10 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and 1 USB-C

3.1.4.11 Expansion Slots: 4 slots available PCI-E supporting full-height expansion cards.

3.1.4.12 Video: Installed 16GB (non-shared memory), discrete, professional-grade nVidia RTX A4000 or equal, support for Dual monitors, minimum 2 DisplayPort ports, support for DirectX 11, with minimum color depth 24 bit. Adapters to full-size DisplayPort must be included if the video card uses micro-DisplayPort.

3.1.4.13 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan

3.1.4.14 TPM Version 2.0

3.1.4.15 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

3.1.4.16 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

3.1.4.17 Energy Consumption: Unit must be ENERGY Star Certified

3.1.4.18 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.5 STANDARD LAPTOP:

3.1.5.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.5.2 Processor: Latest generation processor, minimum Intel Core i5 Processor or equal with a minimum of 4 cores and 6MB cache.

3.1.5.3 RAM: Minimum 16GB Single DIMM, expandable up to 32GB

3.1.5.4 Storage Drive: Minimum 256GB SSD

3.1.5.5 Camera: Integrated Webcam with 720p or greater resolution

3.1.5.6 USB Ports: Minimum 3 USB ports; with a minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)

3.1.5.7 Display/Graphics: Integrated HD Graphics, 15" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.

3.1.5.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan

3.1.5.9 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer

3.1.5.10 Power: A/C Adapter

3.1.5.11 TPM Version 2.0

3.1.5.12 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.

3.1.5.13 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

3.1.5.14 Energy Consumption: Unit must be ENERGY Star Certified

3.1.5.15 Must be compatible with the "Docking Station for Standard Laptop" listed later in this RFQ.

3.1.5.16 Optional Optical Drive: Internal DVD/RW

3.1.5.17 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.6 **POWER LAPTOP:**

3.1.6.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.6.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with a minimum of 6 cores, 12 threads, and 8MB cache.

3.1.6.3 RAM: Minimum 32GB Single DIMM, expandable up to 64GB

3.1.6.4 Storage Drive: Minimum 512GB SSD

3.1.6.5 Keyboard: Backlit

3.1.6.6 Camera: Integrated Webcam

3.1.6.7 USB Ports: Minimum 3 USB ports; minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)

3.1.6.8 Display/Graphics: Integrated HD Graphics, 15" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.

3.1.6.9 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan

3.1.6.10 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer

3.1.6.11 WWAN: Mobile Broadband Card with micro-SIM slot, must be compatible with AT&T and Verizon

3.1.6.12 Power: A/C Adapter

3.1.6.13 TPM Version 2.0

3.1.6.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.

3.1.6.15 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

3.1.6.16 Energy Consumption: Unit must be ENERGY Star Certified

3.1.6.17 Must be compatible with the "Docking Station for Power Laptop" listed later in this RFQ.

3.1.6.18 Optional Optical Drive: Internal DVD/RW

3.1.6.19 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.7 TABLET PC:

3.1.7.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.7.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with minimum 4 cores and 4MB cache.

3.1.7.3 RAM: Minimum 16GB

3.1.7.4 Storage Drive: Minimum 256GB SSD, upgrade option to 512B SSD

3.1.7.5 Keyboard: Backlit

3.1.7.6 Mouse: Glide or Trackpad

3.1.7.7 Camera: Integrated Webcam

3.1.7.8 USB Ports: Minimum 1 USB-A 3.0 (or faster) and 1 USB-C (charging)

3.1.7.9 Display/Graphics: Integrated HD Graphics, 13" or greater touchscreen display with HDMI 2.0 or DisplayPort 1.4 or greater port, minimum resolution of 1920x1080.

3.1.7.10 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer

3.1.7.11 WWAN: Mobile Broadband Card with micro-SIM slot, must be compatible with AT&T and Verizon

3.1.7.12 Power: A/C Adapter

3.1.7.13 TPM Version 2.0

3.1.7.14 Must be a convertible-type laptop, where the keyboard is able to be folded or rotated underneath the screen

3.1.7.15 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.

3.1.7.16 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

3.1.7.17 Energy Consumption: Unit must be ENERGY Star Certified

3.1.7.18 Must be compatible with the "Docking Station for Tablet" listed later in this RFQ.

3.1.7.19 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.8 **MOBILE WORKSTATION**

3.1.8.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.8.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with a minimum of 6 cores, 12 threads, and 8MB cache.

3.1.8.3 RAM: Minimum 32GB Single DIMM, expandable up to 64GB

3.1.8.4 Storage Drive: Minimum 512GB SSD

3.1.8.5 Mouse: USB or Wireless, 2-button with scroll

3.1.8.6 Keyboard: Backlit

3.1.8.7 Camera: Integrated Webcam

3.1.8.8 USB Ports: Minimum 3 USB ports; minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)

3.1.8.9 Display/Graphics: Professional-grade discrete graphics with minimum 4GB dedicated, non-shared memory, 16" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.

3.1.8.10 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan

3.1.8.11 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer

3.1.8.12 Power: A/C Adapter

3.1.8.13 TPM Version 2.0

3.1.8.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.

3.1.8.15 Four Year Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.

3.1.8.16 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

3.1.8.17 Energy Consumption: Unit must be ENERGY Star Certified

3.1.8.18 Must be compatible with the "Docking Station for Mobile Workstation" listed later in this RFQ.

3.1.8.19 Optional Optical Drive: Internal DVD/RW

3.1.8.20 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.9 OPTIONAL COMPONENTS AND SERVICES

3.1.9.1 Monitors:

3.1.9.1.1 Flat Panel Monitor 20" or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900, DisplayPort required, DisplayPort cable included, Warranty for a minimum of 2 years

3.1.9.1.2 Flat Panel Monitor 24", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080, DisplayPort required, DisplayPort cable included, stand must have height, tilt, and screen rotation adjustments, Warranty for a minimum of 2 years

3.1.9.1.3 Flat Panel Monitor 27", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080, DisplayPort required, DisplayPort cable included, monitor stand must have height, tilt, and screen rotation adjustments, Warranty for a minimum of 2 years

3.1.9.2 Digital Signature Pads:

3.1.9.2.1 Must be compatible with Google Workspace, Microsoft Office productivity suites, and popular PDF software, including Adobe Acrobat and Kofax PowerPDF.

3.1.9.2.2 Must have at minimum a 1"x5" LCD Signature Screen

3.1.9.2.3 Must provide connectivity to Windows 10 and Windows 11 OS.

3.1.9.3 Docking Station for Standard Laptop:

3.1.9.3.1 Must be compatible with the Standard Laptop listed in this RFQ.

3.1.9.3.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included

3.1.9.3.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.

3.1.9.3.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug

3.1.9.3.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.

3.1.9.3.6 Docking stations from 3rd party manufacturers are not acceptable.

3.1.9.3.7 Must come with a warranty including advanced part exchange for a minimum of 4 years

3.1.9.4 Docking Station for Power Laptop:

3.1.9.4.1 Must be compatible with the Power Laptop listed in this RFQ.

3.1.9.4.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included

3.1.9.4.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.

3.1.9.4.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.

3.1.9.4.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.

3.1.9.4.6 Docking stations from 3rd party manufacturers are not acceptable.

3.1.9.4.7 Must come with a warranty including advanced part exchange for a minimum of 4 years

3.1.9.5 Docking Station for Tablet:

3.1.9.5.1 Must be compatible with the Tablet PC listed in this RFQ.

3.1.9.5.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.

3.1.9.5.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.

3.1.9.5.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.

3.1.9.5.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.

3.1.9.5.6 Docking stations from 3rd party manufacturers are not acceptable.

3.1.9.5.7 Must come with a warranty including advanced part exchange for a minimum of 4 years

3.1.9.6 Docking Station for Mobile Workstation:

3.1.9.6.1 Must be compatible with the Mobile Workstation listed in this RFQ.

3.1.9.6.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.

3.1.9.6.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.

3.1.9.6.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.

3.1.9.6.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.

3.1.9.6.6 Docking stations from 3rd party manufacturers are not acceptable.

3.1.9.6.7 Must come with a warranty including advanced part exchange for a minimum of 4 years

3.1.9.7 SSD SATA 1TB 2.5"

3.1.9.7.1 This component is allowed to be a third-party brand.

3.1.9.8 SSD M.2 1TB NVME 2280

3.1.9.8.1 This component is allowed to be a third-party brand.

3.1.9.9 Optional USB DVD/RW Drive with a minimum read and write speed of 24x for CDs and 8x for DVDs

3.1.9.10 USB Smart Card Reader

3.1.9.10.1 Smart Card Reader Must be FIPS-201 compliant

3.1.9.10.2 Smart Card Reader must connect via USB to the PC

3.1.9.10.3 Smart Card Reader must be compatible with the computers listed in this RFQ.

3.1.9.10.4 This component is allowed to be a third-party brand.

3.1.9.11 Optional **Four Year Accidental Damage Coverage** for all mobile equipment to cover everything the standard four-year warranty does not cover.

3.1.10 MISCELLANEOUS MANDATORY REQUIREMENTS

3.1.10.1 All computers provided under this contract must be business-class machines, as specified in Section 2 of these specifications

3.1.10.2 All computing equipment offered in the Vendor's response must be OEM products. Vendors must provide detailed specification sheets for all proposed products upon request. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified.

3.1.10.3 All new equipment must be delivered to the State with **new** components only, not refurbished, used or recycled components. If providing replacement parts, the WVOT, while preferring new parts, will accept "like new" refurbished parts with the same warranty offered for new parts. Shipping cost for returns must be paid by vendor.

3.1.10.4 All hardware provided under this contract must be a minimum of Energy Star 5.0 compliant.

3.1.10.5 The Absolute Resilience, or equal, software listed in this RFQ must be active on the computers when they are shipped from the vendor.

3.1.10.6 Vendor must set BIOS/UEFI Firmware to WVOT Standards before shipment. These standards will be available to the vendor after seed machines have been tested and standards established. WVOT must provide these settings within 10 business days of receiving the seed machines.

3.1.10.7 All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving the level of certification with specification sheets upon request. The Vendor must ensure equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred that certification documentation be provided with the bid.

3.1.10.8 Vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.

3.1.10.9 Each model provided under this contract must have consistent hardware configurations, meaning that all machines of the same make or model must have the same components.

3.1.10.10 Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail.

3.1.10.11 Vendor must provide, at no additional charge, the State with two (2) free of charge units of all initial and subsequent replacement contract items. The State will use this time to test the equipment and images. It is the State's right to accept or reject any proposed model replacement.

3.1.10.12 Vendor must guarantee that any replacement units meet, or exceed, the originally bid model's specifications. Vendor must guarantee any proposed replacement units are of equivalent pricing (equal to, or less than) to originally bid units.

3.1.10.13 Current models must be available for purchase by the State, until the proposed replacement units have been approved by the State and a Change Order has been fully executed.

3.1.10.14 If the computing equipment experiences "repeated failure" in the first year of ownership, the Vendor must replace the computing unit with a new unit of the same make and model or a model equal to or better than what is currently provided under the contract.

3.1.10.14.1 The State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.

3.1.10.15 The State must have the ability to remove the storage drive before returning any equipment to the Vendor. Additionally, the state must be able to retain storage drives without returning them to the Vendor and without being charged by the Vendor due to not returning the drive.

3.1.10.16 Vendor must provide Next Business Day (NBD) delivery of replacement parts for all equipment.

3.1.10.17 Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box, at no cost to the Agency, within five (5) business days.

3.1.10.18 Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award. Vendor must immediately notify the Office of Technology and the WV Purchasing Division if/when these contacts change.

3.1.10.18.1 The Agency may request personnel changes on the contract if the Vendor personnel are not satisfactorily performing their duties.

3.1.10.19 The successful vendor must provide a customer support telephone number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.

3.1.10.20 Vendor must provide direct, via telephone, second level technical access to support all equipment offered.

3.1.10.21 Vendor must provide a parts and support website for access by State technical staff.

3.1.10.22 Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required.

3.1.10.23 The Vendor must agree to establish Quarterly Reviews and/or mutually agreed upon calls to discuss contract issues, questions, concerns, and performance.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown in wvOASIS.
Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

4.2 Pricing Pages: Vendor should complete the Pricing by filling in the price per requested unit. Vendor should complete the Pricing in its entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 wvOasis contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate annual volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should electronically enter the information into wvOASIS.

4.2.3 Vendor should provide with their bid, a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency may have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

4.2.4 Vendor should include with their bid, a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency may be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. The State does not make any guarantees that it will utilize an online ordering system, and the Vendor is required to accept wvOASIS delivery orders (ADO/CDO).

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

6.2.1 Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.**Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to the Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide to the State of West Virginia, quarterly utilization reports containing, at a minimum, the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

a. Ordering Entity;
b. Purchase order number;
c. Description;
d. Quantity;
e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

PERIOD END	REPORT DUE
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contract number **CMA 0212 XXXXXXXX** must be included on all Quarterly Sales Reports. Send reports to: Mark.A.Atkins@wv.gov and Jessica.L.Hovanec@wv.gov

Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1135670

Doc Description: Addendum #1 Statewide Contract for Computer Equipment

Proc Type: Statewide MA (Open End)

Reason for Modification:
Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET.

Date Issued	Solicitation Closes	Solicitation No	Version
2022-11-30	2022-12-13 13:30	CRFQ 0212 SWC2300000010	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET. The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals per the Specifications and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	3500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.2 Standard PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	3100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.8 Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	20" Monitor	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	24" Monitor	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	27" Monitor	1900.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.3 27" Monitor

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Digital Signature Pad	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.2 Digital Signature Pad

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.3 Docking Station for Standard Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Docking Station for Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.4 Docking Station for Power Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Docking Station for Tablet	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.5 Docking Station for Tablet

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Docking Station for Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.6 Docking Station for Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SSD SATA 1TB 2.5"	600.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.7 SSD SATA 1TB 2.5"

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	SSD M.2 1TB NVME 2280	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.8 SSD M.2 1TB NVME 2.5"

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	USB DVD/RW Drive	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.9 Optional USB DVD/RW Drive

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	USB Smart Card Reader	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.10 USB Smart Card Reader

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Four-Year Accidental Damage Coverage	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by November 21, 2022 at 10:00 AM ET	2022-11-21

SOLICITATION NUMBER: CRFQ SWC2300000010
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[X] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1) To Attach Vendor Questions and Answers
2) To change the bid opening date from 12/06/2022 to 12/13/2022. Bid opening time remains the same at 1:30 PM ET.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SWC2300000010 Addendum #1
Vendor Questions and Answers

Q1) Is this solicitation for manufacturers (OEM's) only?

A1) Yes. OEMs are permitted to employ whatever means necessary to fulfill their contractual obligations; however, the OEM and the State of WV will have the only contractual relationship and the OEM will be fully and wholly responsible for all activities under the resulting contract.

Q2) In order to provide the State with the most comprehensive and competitive-priced CRFQ response, we request that the due date is extended for 2 weeks after final Answers to all vendor questions are provided, though no less than a 2-week extension with a new closing date of December 20, 2022 at 1:30 p.m.?

A2) The State will extend the bid opening by one week.

Q3) We understand that the State seeks bids from interested original equipment manufacturers (OEM). Will the State permit OEMs to utilize their partners/resellers approved by the State to issue quotes, fulfill purchase orders, issue invoices, and process payments under the resultant OEM contract, subject to the same contract terms/pricing as the OEM?

A3) OEMs are permitted to employ whatever means necessary to fulfill their contractual obligations; however, the OEM and the State of WV will have the only contractual relationship and the OEM will be fully and wholly responsible for all activities under the resulting contract.

Q4) Would the State consider a 2-week extension for RFQ responses and allow a closing date of Dec 20th at 1:30PM ET?

A4) See Answer #2.

Q5) Under Purpose and Scope Section 1 States: "The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products." Would the State consider Indirect Bids or Partner Submissions or only OEM direct submissions?

A5) See Answer #3.

Q6) Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. Would the State consider sharing monthly historical data from 2019-2022 (end of October) as to quantities purchased to allow for inventory projections and help eliminate shortages?

A6) Quantities listed in the solicitation are based on the current contract's usage.

Q7) Will Intel-equivalent processors be accepted (e.g. AMD)?

A7) No

Q8) For Standard desktops, would the State provide details on its request for the 2 PCIe full-height expansion cards? Is the need for two x16 expansion slots? Or, would one x16 and one x1 expansion be acceptable?

A8) A minimum of one (1) x16 slot is required.

Q9) For Fixed Workstation, would the State provide details on it's request for the 4 PCIe full-height expansion cards? Is there a need for a specific configuration, such as a certain number of x16s and x8s?

A9) A minimum of two (2) x16 slots are required.

Q10) For all Laptops, regarding the identified optical drive option – internal, since the industry is moving away from internal optical drives, would an external optional drive be acceptable?

A10) The Internal Optical Drive is optional, as stated in the CRFQ for the Standard and Power Laptops and Mobile Workstation.

Q11) For Monitors, would HDMI cables and functionality be acceptable in lieu of Displayport functionality and cable, especially if it's a cost savings to the State?

A11) Yes, if an adapter from DisplayPort to HDMI is included

Q12) In observance of the Holidays, would the State consider extending the due date of the Proposal Response?

A12) See Answer #2.

Q13) Would the State consider any leasing or payment solutions for its procurement of these goods and services under this RFP?

A13) No, the State will not consider leasing solutions and payment terms are contained in the solicitation documents.

Q14) Is the 12th Gen Intel processor a requirement for All Systems Requested? or will 11th Gen be accepted?

A14) The latest gen Intel processor is required; 11th Gen will not be accepted.

Q15) Regarding RAM, is DDR5 required for All Systems Requested? or is DDR4 acceptable?

A15) Either DDR4 or DDR5 are acceptable.

Q16) Would the State prefer the Vendor integrate a VGA port into the Desktops? or offer a conversion cable option?

A16) VGA ports may be integrated only if dual monitor support via integrated HDMI and/or DisplayPort is also available. If the VGA port is not integrated, an adapter must be included, per the RFQ requirements.

Q17) Would All End-Users require the use of Smartcards? Would the State prefer All Notebooks have built in Smartcard readers, rather than USB external readers?

A17) No and no.

Q18) Regarding the Standard PC Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.2.16)

A18) If OEM Registration enables the registration of the device in MS Autopilot, this is acceptable.

Q19) Regarding the Power PC Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.2.17)

A19) See Answer #19

Q20) Regarding the Fixed Workstation Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.4.18)

A20) See Answer #19

Q21) Regarding the Standard Laptop Requirement, Please clarify the USB Port Requirement?

- Is it three USB-A ports requested? (3.1.5.6)

A21) At least one of the 3 USB ports must be USB-A.

Q22) Regarding the Standard Laptop, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.5.10)

A22) Either is acceptable

Q23) Regarding the Standard Laptop Requirement, Please clarify if an External Optical Drive is acceptable (3.1.5.16)

A23) Yes

Q24) Regarding the Standard Laptop Requirement, is OEM Registration (SerialNumber + OEMManufacturerName + ModelName) an acceptable alternative to Hardware Hash requirement? (3.1.5.17)

A24) See Answer #19

Q25) Regarding the Power Laptop Requirement, Please clarify the USB Port Requirement?

- Is it three USB-A ports requested? Or just three total USB ports (could be A or C)? (3.1.6.7)

A25) The 3 total USB ports can be any combination of USB-A and USB-C, as long as there is at least one of each type.

Q26) Regarding the Power Laptop, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.6.12)

A26) See Answer #22

Q27) Regarding the Power Laptop Requirement, Please clarify if an External Optical Drive is acceptable (3.1.6.18)

A27) See Answer #23

Q28) Regarding the Power Laptop Requirement, is OEM Registration (SerialNumber + OEMManufacturerName + ModelName) an acceptable alternative to Hardware Hash requirement? (3.1.6.19)

A28) See Answer #19

Q29) Regarding the Tablet PC Requirement, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.7.12)

A29) See Answer #22

Q30) Regarding the Tablet PC Requirement, is OEM Registration (SerialNumber + OEMManufacturerName + ModelName) an acceptable alternative to Hardware Hash requirement? (3.1.7.19)

A30) See Answer #19

Q31) Will a USB-A adapter dongle satisfy the requirement for a minimum of one USB-A port? (3.1.8.8)

A31) No

Q32) Regarding the Mobile Workstation Requirement, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.8.12)

A32) See Answer #22

Q33) Regarding the Mobile Workstation Requirement, Please clarify if an External Optical Drive is acceptable (3.1.8.19)

A33) See Answer #23

Q34) Regarding the Mobile Workstation Requirement, is OEM Registration **(SerialNumber + OEMManufacturerName + ModelName)** an acceptable alternative to Hardware Hash requirement? (3.1.8.20)

A34) See Answer #19

Q35) Will a third-party offering be accepted? Or is OEM required for submission? (3.1.9.2)

A35) Unless indicated on some of the optional components, OEM is required for all equipment.

Q36) Given this RFP was released 2 business days before a holiday week and provide only 11 business days to respond We formally request West Virginia extend the deadline to December 22nd. This allows all competitors to provide responsible responses.

A36) See Answer #2.

Q37) Under "Contract Award" the state says " The Contract shall be awarded to the vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown in wvOASIS"- To clarify will an award be given to the lowest bid in each category (I.E "Power PC', "Fixed Workstation", "Laptop" ETC) or awarded to the lowest aggregate bid?

A37) Contract will be awarded to the lowest total bidder.

Q38) Under computing products, Stated Intel i5 or equivalent, does this allow for AMD processors?

A38) See Answer #7

Q39) For laptops under Optional Optical Drive Internal DVD/RW, Will you allow an external DVD/RW drive as most laptops do not have optical drives built in any more.

A39) See Answer #23

Q40) Under WWAN: Mobile Broadband Card with micro-SIM slot, will you also accept a Nano-SIM slot?

A40) Yes

Q41) On multiple laptop categories under memory it states single DIMM, will you also accept soldered memory?

A41) Soldered memory is only acceptable for the Tablet PC. All other laptops must use DIMMs.

Q42) Section 3.1.4.5 Mentions Storage drives but there is no mention of the Boot Drive. Do you want the boot drive to be part of that RAID array or separate from the storage array?

A42) The OS should be installed on the RAID array, it should not be a separate drive.

Q43) There is no weight requirement, Is weight going to be used in judging the response?

A43) No

Q44) Section 3.1.6.7 calls out USB charging. In our laptop solutions. we meet the spec with a single 32GB DIMM and upgradable to 64 then the power required to run that has to have a Square Tip adapter to charge it. Is this acceptable?

A44) As long as the laptop is capable of using a square tip adapter after the memory upgrade, this is acceptable.

Q45) Section 3.1.4.4 – RAM: The request is for Min. 64 GB but expandible to 256 or greater. Is it required to upgrade to 256 without removing or replacing the original 64GB of memory?

A45) Yes

Q46) Will the State of WV accept bids from resellers that would propose an OEM specified solution? Or are you only accepting responses from OEM's direct?

A46) See Answer #3

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Info Technology**

Proc Folder: 1135670 **Doc Description:** Addendum #2 Statewide Contract for Computer Equipment **Proc Type:** Statewide MA (Open End)	**Reason for Modification:** Addendum #2 to answer an additional vendor question and answer.

Date Issued	Solicitation Closes	Solicitation No	Version
2022-12-05	2022-12-13 13:30	CRFQ 0212 SWC2300000010	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum #2 to answer an additional vendor question and answer. Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET. The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals per the Specifications and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	3500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.2 Standard PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	3100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.5 Standard Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.6 Power Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.7 Tablet PC

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.8 Mobile Workstation

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	20" Monitor	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	24" Monitor	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	27" Monitor	1900.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.3 27" Monitor

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Digital Signature Pad	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.2 Digital Signature Pad

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.3 Docking Station for Standard Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Docking Station for Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.4 Docking Station for Power Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Docking Station for Tablet	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.5 Docking Station for Tablet

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Docking Station for Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.6 Docking Station for Mobile Workstation

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SSD SATA 1TB 2.5"	600.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.7 SSD SATA 1TB 2.5"

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	SSD M.2 1TB NVME 2280	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.8 SSD M.2 1TB NVME 2.5"

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	USB DVD/RW Drive	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.9 Optional USB DVD/RW Drive

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	USB Smart Card Reader	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.10 USB Smart Card Reader

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Four-Year Accidental Damage Coverage	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by November 21, 2022 at 10:00 AM ET	2022-11-21

SOLICITATION NUMBER: CRFQ SWC2300000010
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1) To Answer an additional Vendor Question and Answer

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SWC2300000010 Addendum #2
Vendor Questions and Answers

Q47) The RFP requires the OEM to manufacturer components and can not use third party unless the RFP specifically states we can. On Page 60 section 3.1.9.2 for Digital Signature Pads, it does not say if we can use 3rd party for this. We researched this and Lenovo, HP nor Dell manufacturer their own Digital Signature Pads. Is it ok to go 3rd party here?

A47) Yes, 3rd Party Digital Signature Pads will be accepted.

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Info Technology**

Proc Folder: 1135670 **Doc Description:** Addendum #3 Statewide Contract for Computer Equipment **Proc Type:** Statewide MA (Open End)			**Reason for Modification:** Addendum #3 to attach additional vendor questions and answers.
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2022-12-08	2022-12-13 13:30	CRFQ 0212 SWC2300000010	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum #3 to attach additional vendor questions and answers.

Addendum #2 to answer an additional vendor question and answer.

Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals per the Specifications and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	3500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.2 Standard PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	3100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.3 Power PC

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.4 Fixed Workstation

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.5 Standard Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.6 Power Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.8 Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	20" Monitor	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.1 20" Monitor

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	24" Monitor	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.2 24" Monitor

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	27" Monitor	1900.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.3 27" Monitor

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Digital Signature Pad	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.2 Digital Signature Pad

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.3 Docking Station for Standard Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Docking Station for Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.4 Docking Station for Power Laptop

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Docking Station for Tablet	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.5 Docking Station for Tablet

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Docking Station for Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.6 Docking Station for Mobile Workstation

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SSD SATA 1TB 2.5"	600.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.7 SSD SATA 1TB 2.5"

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	SSD M.2 1TB NVME 2280	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.8 SSD M.2 1TB NVME 2.5"

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	USB DVD/RW Drive	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.9 Optional USB DVD/RW Drive

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	USB Smart Card Reader	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.10 USB Smart Card Reader

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Four-Year Accidental Damage Coverage	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by November 21, 2022 at 10:00 AM ET	2022-11-21

SOLICITATION NUMBER: CRFQ SWC2300000010
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1) To Answer additional Vendor Questions and Answers

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SWC2300000010 Addendum #3
Vendor Questions and Answers

Q48) Section 5.2 Payment, indicates that OEMs shall accept payment in accordance with the payment procedures of the State of West Virginia. Will the State agree to payments terms of net 30 days?
A48) The State strives for Net 30 days after acceptance of goods.

Q49) On the wvOASIS portal, under the Respond To Lines tab, when you click on the "Additional Specs" button a pop-up window for Alternate Product Specifications and Alternate Shipping Specifications sections. Are Vendors only required to complete the Alternate Products Specifications and Shipping sections when Alternative Products are being proposed?
A49) Correct

Q50) If (a) relates to additional specs for the non-alternate proposed product, where do we enter information regarding alternate products?
A50) In Vendor's response.

Q51) Is it necessary to complete Additional Specs if Vendors are including datasheets?
A51) No

Q52) Can Vendors propose more than one (1) alternate product?
A52) No. Vendor must bid the product it will supply.

Q53) For the Fixed Workstation, would the State accept Qty (4) M.2 NVME 512 SSDs vs. Qty (4) 2.5" SSDs?
A53) Yes

Q54) And if yes, would the State consider changing the requirement to Qty (3) available PCIe slots instead of the original Qty (4) available slots requested (to allow room for the additional NVME drives)?
A54) Yes

Q55) For the Mobile Workstation, would the State consider a 15.6" screen instead of 16" minimum screen?
A55) No

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC2300000010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[X]	Addendum No. 2	[ ]	Addendum No. 7
[X]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

HP Inc.
Company

Authorized Signature

12-9-2022
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment 1 – HP Pricing and Configuration Details

Proposed product configuration details are provided in the tables below. For all proposed configurations, HP offers Windows 11 Pro downgrade to Win 10 Pro 64 operating system, which the State can upgrade to Enterprise using its existing Microsoft license.

Table 2. 3.1.2 Standard PC: HP EliteDesk 600 G9 Microtower

HP offers the HP EliteDesk 600 G9 Microtower for the State's Standard PC (section 3.1.2).

Category	Description	Part No.
Base Unit	HP Elite Tower 600 G9 260W – Base Unit RCTO	54N88AV
Packaging	Single Unit (Tower) Packaging	6ME13AV
Energy Star Compliance	ENERGY STAR Certified Label	6ME13AV
Power Cord	C13 1.83m Sticker Conventional Straight Desktop Power Cord	4G3M8AV
Operating System	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4V078AV
Processor	Intel Core i5-12500 3.00G 18MB 6 cores 65W	4G398AV
System Memory	16GB (1x16GB) DDR5 4800 UDIMM Memory	4G3N0AV
Internal Storage	256GB PCIe-4x4 2280 NVMe TLC Solid State Drive	4G3Q0AV
Keyboard	HP USB 320K Keyboard	4G3D9AV
ID/Mechanical	VGA Port V2	4G3S6AV
ID/Mechanical	No Flex Port 2	4G3H7AV
Mouse	HP Black 125 Wired Mouse	4G3H2AV
Optical Device 1	DVD-Writer ODD	4G3J2AV
Add On Selections	DisplayPort TO DVI-D Adapter (single link) Cable	FH973AA
Warranty	HP 3 year Next Business Day Onsite Desktop Only Hardware Support Warranty Extension	60Q08AV
Country Kit	Elite 600 Tower Country Kit	4G390AV
Technical Avs	Intel Core i5 vPro Essentials Alder Lake Label	646V7AV
BIOS Service	BIOS Setting Service (***Attachment 9***)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention (***Attachment 7***)	UE333E
Absolute Standalone	HP 5-year Absolute Resilience(***Attachment 10***)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (***Attachment 11***)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
		Configuration Unit Price: $636

Table 3. 3.1.3 Power PC: HP EliteDesk 600 G9 Microtower

HP offers the HP EliteDesk 600 G9 Microtower for the State's Power PC (section 3.1.3).

Category	Description	Part No.
Base Unit	HP Elite Tower 600 G9 400W -Base Unit RCTO	54N89AV
Packaging	Single Unit (Tower) Packaging	4G3G3AV
Energy Star Compliance	ENERGY STAR Certified	6ME13AV
Power Cord	C13 1.83m Sticker Conventional Straight Desktop Power Cord	4G3M8AV
Operating System	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4V078AV
Processor	Intel Core i7-12700 2.10G 25MB 12 cores 65W	4G3A0AV
System Memory	32GB (1x32GB) DDR5 4800 UDIMM Memory	4G3N2AV
Internal Storage	512GB PCIe-4x4 NVMe TLC Solid State Drive	4G3R4AV
Keyboard	HP USB 320K Keyboard	4G3D9AV
ID/Mechanical	VGA Port V2	4G3S6AV
ID/Mechanical	No Flex Port 2	4G3H7AV
Mouse	HP Black 125 Wired Mouse	4G3H2AV
Wireless Adapter	Intel AX211 Wi-Fi 6E + BT 5.3 WLAN	4G3T5AV
Optical Device 1	DVD-Writer ODD	4G3J2AV
Add On Selections	DisplayPort TO DVI-D Adapter (single link) Adapter	FH973AA
Warranty	HP 3 year Next Business Day Onsite Desktop Only Hardware Support Warranty Extension	60Q08AV
Country Kit	Elite 600 Tower Country Kit	4G390AV
Technical AV	Intel Core i7 vPro Essentials Alder Lake Label	646V8AV
Technical AV	SATA Power cable w/RF	5B0Z0AV
BIOS Service	BIOS Setting Service (***Attachment 9***)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Desktops (***Attachment 7***)	UE333E
Absolute Standalone	HP 5-year Absolute Resilience (***Attachment 10***)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (***Attachment 11***)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
		Configuration Unit Price: $803

Table 4. 3.1.4 Fixed Workstation: HP Z4 G4 Tower Workstation

HP offers the HP Z4 G4 Tower Workstation for the State's Fixed Workstation (section 3.1.4).

Category	Description	Part No.
Base Unit	HP Z4 G4 WKS	1JP11AV
Packaging	Single unit (TWR) Packaging	1JR04AV
Chassis	HP Z4 G4 90 750W Chassis	1JQ29AV
Operating System	Windows 11 Pro 64 Downgrade Win 10 Pro 64 for Workstations 6 Cores Plus	540D9AV#ABA
Energy Star	Energy Star Compliance	1JP74AV
Internal OS Load Storage Options	Operating System Load to SATA/SAS	1JP94AV
Processor	Intel Xeon W-2245 3.9GHz 2933MHz 8C 155W CPU	8EC23AV
System Memory	64GB (2x32GB) DDR4 2933 DIMM ECC Registered WW Memory	8EC50AV
Graphics Card	NVIDIA RTX A4000 16 GB FH Blower Fan 4DP PCIe x16 Graphics	435S4AV
Internal Storage 1	HP Z Turbo Drive Quad Pro 512GB TLC SSD	4ZY80AV
Internal Storage 2	HP Z Turbo Drv Quad 512GB TLC SSD 2nd	4ZY75AV
Internal Storage 3	HP Z Turbo Drv Quad 512GB TLC SSD 3rd	4ZY76AV
Internal Storage 4	HP Z Turbo Drv Quad 512GB TLC SSD 4th	4ZY77AV
Keyboard	USB Business Slim Wired Keyboard US	1JQ87AV#ABA
Mouse	HP Wired 320M Mouse	5U114AV
Optical Device 1	9.5mm DVD-Writer 1st ODD	1JR01AV
Front I/O	Premium FIO 2xUSB3.1 TypeC 2xUSB3 TypeA	1JP95AV
Warranty	3/3/3 (material/labor/onsite) Warranty US	1JR07AV#ABA
Country Kit	HP Z4 G4 Country Kit US	1JQ44AV#ABA
Technical AV	HP Z4 HiPwr CPU Cooling Solution	3EN29AV
Card for Raid 5 Configuration	Intel VROC NVMe SSD Premium Ctlr Module	3FJ81AA
Hardware Integration Service	Hardware Integration (***Attachment 12***)	AY105AV
Raid 5 Configuration Service	HP GetMore Service	AY116AV
BIOS Service	BIOS Setting Service (***Attachment 9***)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support for Workstations w/Defective Media Retention (***Attachment 7***)	U1G56E
Absolute Standalone	HP 5-year Absolute Resilience (***Attachment 10***)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (***Attachment 11***)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
		Configuration Unit Price: $3,027

Table 5. 3.1.5 Standard Laptop: HP ProBook 450 G9

HP offers the HP ProBook 450 G9 for the State's Standard Laptop (section 3.1.5).

Category	Description	Part No.
Base Unit	HP IDS UMA I5-1235U Realtek USBC 450 G9 Base NB PC	674N0AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4S310AV
Integrated Camera	Dual AryMic HD USB2 WFOV Integrated Camera	4D3Y3AV
Display	15.6 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam Narrow Bezel bent	4D3Y6AV
System Memory	16GB (1x16GB) DDR4 3200	4D432AV
Internal Storage	256GB PCIe NVMe Value Solid State Drive	4E471AV
Communication WLAN and Bluetooth	Intel AX211 Wi-FI 6E 160 MHz +Bluetooth 5.3 WW WLAN	4D441AV
Wireless WAN	No WWAN	4D401AV
Fingerprint Reader	No Fingerprint Sensor	4D3Z8AV
Battery	Long Life 42Whr Fast Charge 3 cell Battery	4D3W4AV
AC Adapter	45 Watt Smart nPFC Right Angle AC Adapter	4D3V8AV
Power Cords	C5 1.0m Sticker Conventional Power Cord	4F021AV
Warranty	HP 3 year Offsite Notebook Only Hardware Support Warranty Extension	5Z971AV
Country/Hardware Kit	Country Localization US	4D9R6AV
Keyboard	Clickpad with numeric keypad spill-resistant	4F003AV
Technical AV	Electronic Energy Star labeling (EStar)	1Y632AV
Processor Labels	Core i5 sz3 G12 Label	4W1K5AV
BIOS Service	BIOS Setting Service (***Attachment 9***)	AY103AV
Account Operations Services	Account Operations Services AY166AV	AY166AV
HP Care Pack Services	HP 4 Year Onsite Battery Replacement HW Support	U9UX1E
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Notebooks (***Attachment 7***)	UB5F2E
Absolute Standalone	HP 5-year Absolute Resilience (***Attachment 10***)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (***Attachment 11***)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
		Configuration Unit Price: $724

Table 6. 3.1.6 Power Laptop: HP EliteBook 650 G9

HP offers the HP EliteBook 650 G9 for the State's Power Laptop (section 3.1.6).

Category	Description	Part No.
Base Unit	HP IDS UMA i7-1255U for WWAN Realtek USBC 650 G9 Base NB PC	6N4K3AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4T6H9AV
Integrated Camera	Dual AryMic HD USB2 WFOV Integrated Camera	4G5Z1AV
Display	15.6 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for WWAN for HD Webcam Narrow Bezel bent	4G605AV
System Memory	32GB (1x32GB) DDR4 3200	4G647AV
M.2 Storage	512GB PCIe NVMe Value Solid State Drive	4G661AV
Near Field Communication	No Near Field Communication (No NFC)	4G608AV
Communication WLAN and Bluetooth	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN	4G665AV
Wireless WAN	Intel XMM 7560 R+ LTE-Advanced Pro WWAN	4G667AV
Fingerprint Reader	No Fingerprint Sensor	4G607AV
Smart Card Reader	No SmartCard Reader	4G609AV
Battery	Long Life 42Whr Fast Charge 3 cell Battery	4G5Y7AV
AC Adapter	45 Watt Smart nPFC Right Angle AC Adapter	4G5Y1AV
Power Cords	C5 1.0m Sticker Conventional Power Cord	4G6J4AV
Warranty	HP 3 year Offsite Notebook Only Hardware Support Warranty Extension	615P9AV
Out-Of-Band Manageability	No vPro AMT supported	4V0B5AV
Country/Hardware Kit	Country Localization US	4G8E9AV
Keyboard	Clickpad Backlit num kypd spill-resistant KBD	4G690AV
Technical AV	Electronic Energy Star labeling (EStar)	1Y632AV
Processor Labels	Core i7 sz3 G12 Label	4W1M9AV
BIOS Service	BIOS Setting Service (***Attachment 9***)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4 Year Onsite Battery Replacement HW Support	U9UW8E
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Notebooks (***Attachment 7***)	UA6H7E
Absolute Standalone	HP 5-year Absolute Resilience (***Attachment 10***)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (***Attachment 11***)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
		Configuration Unit Price: $1,010

Table 7. 3.1.7 Tablet PC: HP EliteBook x360 830 G9

HP offers the HP EliteBook x360 830 G9 for the State's Tablet PC (section 3.1.7).

Category	Description	Part No.
Base Unit	HP IDS UMA i7-1255U 16GB x360 830 G9 Base NB PC	479Y8AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4T5K1AV
Digital Pen	No Digital Active Pen	47D07AV
Display	13.3 inch BV WUXGA (1920x1200) LED UWVA 250 for WWAN w5MP Touchscreen bnt LCD Panel	47C96AV
Internal Storage	256 GB PCIe NVMe Value Solid State Drive	4D031AV
Near Field Communication	No Near Field Communication (No NFC)	47D09AV
Communication WLAN and Bluetooth	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN	47D30AV
Wireless WAN	Intel XMM 7560 R+ LTE-Advanced Pro WWAN	47D34AV
Battery	Long Life 38Whr Fast Charge 3 cell Battery	47C93AV
AC Adapter	45 Watt nPFC USB-C Straight AC Adapter	47C90AV
Power Cords	C5 1.0m Sticker Conventional Power Cord	482Y5AV
Warranty	1/1/0 Warranty	482F3AV
Warranty Extension Bundling	HP 3 year Offsite Notebook Only Hardware Support Warranty Extension	605J0AV
Out-Of-Band Manageability	No vPro AMT supported	X9H42AV
Country/Hardware Kit	Country Localization	482B4AV
Keyboard	Clickpad Backlit spill-resistant Premium Keyboard	482N3AV
Technical AV	Electronic Energy Star labeling (EStar)	1Y629AV
Processor Labels	Core i7 sz2 G12 Label	4W1L6AV
BIOS Service	BIOS Setting Service (***Attachment 9***)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4 Year Onsite Battery Replacement Hardware Support	U9UW8E
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Notebooks (***Attachment 7***)	UE336E
Absolute Standalone	HP 5-year Absolute Resilience (***Attachment 10***)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (***Attachment 11***)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
		Configuration Unit Price: $1,101

Table 8. 3.1.8 Mobile Workstation: HP Fury 16 G9

HP offers the HP Fury 16 G9 for the State's Mobile Workstation (section 3.1.8).

Category	Description	Part No.
Base Unit	HP IDS i7-12800HX for WWAN Fury 16 G9 Base NB PC	609L6AV
Packaging	Standard Packaging	609Q0AV
OS Localization	OS Localization	4SS11AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10	609S6AV
Graphics	NVIDIA RTX A1000 4 GB Graphics	609M6AV
Integrated Camera	Dual AryMic 5MP USB2 IR NFOV Integrated Camera	609N1AV
Display	16.0 inch AG WUXGA (1920x1200) WLED+LBL UWVA 400 for WWAN w5MP IR bnt LCD Panel	6L1E0AV
System Memory	32GB (1x32GB) DDR5 4800 SODIMM Memory	609T7AV
M.2 Storage	512GB PCIe-4x4 NVMe TLC Solid State Drive	609X8AV
Near Field Communication	No Near Field Communication (No NFC)	609P6AV
Communication WLAN and BlueTooth	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN	609Y7AV
Wireless WAN	No WWAN	609P8AV
Fingerprint Sensor	Fingerprint Sensor	609U3AV
Battery	XL-Long Life 95Whr Fast Charge 8 cell Battery	609L1AV
AC Adapter	HP 200W Slim 4.5mm PFC Smart (3-pin) AC Adapter	609K9AV
Power Cord	C13 1.0m Tag Premium Power Cord	60A65AV
HP Tamper Lock	HP Tamper Lock	4N732AV
Warranty	3/3/0 Warranty	60A66AV
Out-Of-Band Manageability	No vPro AMT supported	X9H49AV
Country/Hardware Kit	Country Localization	609Z1AV
Keyboard	HP Touchpad Backlit num kypd spill-resistant Premium Keyboard	60A73AV
Processor Labels	Core i7 sz3 G12 Label	4W1M5AV
USB Wired Mouse	HP 125 Wired Mouse	265A9AA
BIOS Services	BIOS Setting Service (***Attachment 9***)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-Year Onsite Battery Replacement HW Support	U9UW8E
HP Care Pack Services	HP 4-Year Next Business Day Onsite w/Accidental Damage Protection and Defective Media Retention Notebooks Hardware Support (***Attachment 7***)	U02C2E
Absolute Standalone	HP 5-Year Absolute Resilience	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (***Attachment 11***)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
		Configuration Unit Price: $1,935

Table 9. 3.1.9 Monitors, Docking Stations, and Optional Components

HP offers the following products for the State's Monitors, Docking Stations, and Optional Components (section 3.1.9).

Category	Description	Part No.	Unit Price
Monitors			
20-inch Monitor	HP P22 G5 FHD 21.5-inch Monitor with HP DisplayPort Cable Kit	64X86AA VN567AA	**$108.00**
24-inch Monitor	HP E24 G4 23.8-inch Monitor	9VF99AA#ABA	**$144.00**
27-inch Monitor	HP E27 G4 27-inch Monitor	9VG71AA#ABA	**$162.00**
Docking Stations			
Docking Station for Laptops and Tablet	HP USB-C G5 Essential Docking Station and HP 4-Year Next Business Day Response Advanced Exchange Docking Station Hardware Support	72C71AA#ABA UJ392E	**$158.00**
Docking Station for Mobile Workstations	HP Thunderbolt Dock 280W G4 w/Combo Cable US and HP 4-Year Next Business Day Response Advanced Exchange Docking Station Hardware Support	4J0G4AA#ABA UJ392E	**$253.00**
Drives			
DVD/RW Drive	HP External USB DVD-RW	F2B56AA	**$30.00**
SSD M.2 1TB NVMe 2280	HP 1TB TLC PCIe3x4 NVMe M2 SSD	6SK99AA	**$138.00**
Third Party Components			
Digital Signature Pads	Topaz SigLite LCD 1X5 HSX USB HP USB TER	T-LBK460-HSX-R	**$265.50**
SSD Sata Drive	SanDisk SSD PLUS 1 TB Solid State Drive - 2.5" Internal - SATA (SATA/600) - 535 MB/s Maximum Read Transfer Rate – 3-Year Warranty	SDSSDA-1T00-G26	**$155.10**
Smart Card Reader	Adesso SCR-100 Smart Card Reader - Contact - Cable - USB 2.0 - TAA Compliant	SCR-100	**$22.49**
Optional Accidental Damage Protection			
Standard Laptop (450 G9)	HP 4-year Next Business Day Onsite with Defective Media Retention and Accidental Damage coverage	UB5F8E (replaces Part No. UB5F2E)	**$209.00**
Power Laptop (650 G9)	HP 4-year Next Business Day Onsite with Defective Media Retention and Accidental Damage coverage	UA6J0E (replaces Part No. UA6H7E)	**$181.00**
Tablet PC (x360 830 G9)	HP 4-year Next Business Day Onsite with Defective Media Retention and Accidental Damage coverage	UL785E (replaces Part No. UE336E)	**$236.00**

Resolution No. 833-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 833-23 - Re-appointing an Audit Committee in accordance with the West Virginia State Auditor's Office Chief Inspector Division Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments for the purposes of procuring audit services and overseeing any correction associated with any audit findings or concerns. The committee shall be made up by those serving in the positions of Council Finance Committee Chairman, City Auditor, Assistant City Auditor, City Manager, and Finance Director. The appointments are effective for a period ending June 30, 2027. The City Auditor shall serve as the primary contact for the audit procurement process.

WHEREAS, City Council previously appointed an Audit Committee on May 17, 2021, by Resolution Number 480-21, with the appointments ending on June 30, 2023;

WHEREAS, The City of Charleston desires to re-appoint the same positions to the Audit Committee for a four-year term, with the appointments ending on June 30, 2027;

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

That there is hereby re-appointed an Audit Committee for the purposes of procuring audit services and overseeing any correction associated with any audit findings or concerns. The committee shall be made up by those serving in the positions of Council Finance Committee Chairman, City Auditor, Assistant City Auditor, City Manager, and Finance Director. The appointments are effective for a period ending June 30, 2027. The City Auditor shall serve as the primary contact for the audit procurement process.

Resolution No. 834-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 834-23 - Authorizing the Mayor or City Manager to enter into a contract with Compass Minerals America, Inc. for the purchase of approximately 6,000 tons of road salt at a rate of $99.70 per ton pursuant to a competitive bidding process, where the contract quantity will be "as needed" with no minimum amount required and where the price will remain fixed for one year.

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 Compass Minerals America, Inc. for the purchase of approximately 6,000 tons of road salt at a rate of $99.70 per ton pursuant to a competitive bidding process, where the contract quantity will be "as needed" with no minimum amount required and where the price will remain fixed for one year.

Submitted Bids

Business	Opened at	Status	Bid Total	Submitted at	Signed by	Local Vendor Preference
Morton Salt, Inc.	2023-06-13 14:00:48 UTC	Responsive	$597,960.00	2023-06-12 18:15:43 UTC	Anthony T. Patton	**Did not apply.**
Cargill, Incorporated - Salt Road Safety	2023-06-13 14:00:50 UTC	Responsive	$618,960.00	2023-06-08 18:00:35 UTC	Jessica Bouman	**(-$5,000) $613,960.00**
Compass Minerals America Inc.	2023-06-13 14:00:51 UTC	Responsive	$598,200.00	2023-06-12 18:47:04 UTC	Joel Gerdes	**(-$5,000) $593,200.00** ✓

Resolution No. 835-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 835-23 - Authorizing the Mayor or City Manager to purchase 2 ambulances for the Charleston Fire Department from Atlantic Emergency Solutions using fiscal year 2023 funds in the amount of $263,330.00 per unit, where one unit is a scheduled replacement and one is to replace wrecked unit #438 with insurance proceeds pending, and where the purchase price was provided through a competitively sourced government contract with HGAC.

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

That the Mayor or City Manager is authorized to purchase 2 ambulances for the Charleston Fire Department from Atlantic Emergency Solutions using fiscal year 2023 funds in the amount of $263,330.00 per unit, where the purchase price was provided through a competitively sourced government contract with HGAC.

Casey A. Walker
Vice President of Ambulance Sales
Ambulance Division- West
Tel. (304) 989-4113
cawalker@atlanticemergency.com

Charleston Fire Department
808 Virginia St. W
Charleston, WV 25302

Thursday, June 1, 2023

Atlantic Emergency Solutions, the WV dealer for Wheeled Coach, is pleased to present you with a price regarding your request for (2) 2023 Ford F-450 4x4 Gas Ambulance's.

The price to customize and manufacture the truck matching your specifications is as follows:

Total cost for (2) unit(s): $526,659.00 --- $263,330.00 price per unit

This proposal is valid for 30 days.

The price includes the following:

Factory Pickup and Transportation
Wheeled Coach will deliver new units from Wheeled Coach to McConnelsville Service facility after final inspection.

Dealer Pre-Delivery Inspection
McConnelsville service center will perform a pre-delivery inspection after delivery from the Wheeled Coach factory.

Delivery
Charleston Fire Department will take delivery of units from McConnelsville Service Center after pre-delivery inspection is completed.

Fuel and Tags
Atlantic will ensure the unit has a full tank of fuel and a temporary tag.

Pre-Construction Meeting
A pre-construction meeting will take place in Charleston, WV at customer's convenience.

Inspection Trip(s) Included
(1) Final inspection trip to Winter Park, Florida for (2) department personnel.

Casey A. Walker
Vice President of Ambulance Sales
Ambulance Division- West
Tel. (304) 989-4113
cawalker@atlanticemergency.com

Since the beginning in 1973, Wheeled Coach has kept its eye on the future; always working with customers to improve upon today's ambulances and rescue vehicles. The goal has been to make emergency vehicles safer for both patient and crew, and at the same time, make them more efficient.

Located in Winter Park, Florida, Wheeled Coach offers a diverse product line, allowing for unique and custom ambulance configurations. Being an ISO 9001 certified ambulance manufacture, Wheeled Coach prides itself on safety, innovation and maintenance.

At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With eighteen (18) Service Centers, two (2) Collision and Paint Center, over one hundred twenty-five (125+) Service Technicians and over twenty-five (25) fully stocked Service Vehicles located throughout Delaware, Kentucky, Maryland, North Carolina, Ohio, Pennsylvania, South Carolina, Virginia and West Virginia, our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine, and emergency service to its customers in WV. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of the Charleston Fire Department and all those involved in the fire and emergency field.

Thank you!

Casey A. Walker
Vice President of Ambulance Sales

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: 6/12/23

To: CITY MANAGER,

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

2 ambulances for CFD FY2023

Purchasing with HGAC contract

Purchase justification:

One to replace ambulance in regular rotation and one to replace the totaled ambulance unit 438

If approved, the total purchase price will be: 526,660.00

(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. Atlantic Emergency Solutions — Price Quote: $526,660.00
2. _____ — Price Quote: $_____
3. _____ — Price Quote: $_____
4. _____ — Price Quote: $_____
5. _____ — Price Quote: $_____

The apparent low-bid vendor *meeting specifications* is: Atlantic Emergency Solutions

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: 6/13/2023

Authorized Financial Officer

Council Approval Needed

Account Number: 001-976-00-706-4-459

City Manager Approval: _____ Date: _____

Resolution No. 836-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 836-23 - Authorizing the Mayor or City Manager to purchase 2 ambulances for the Charleston Fire Department from Atlantic Emergency Solutions using fiscal year 2024 funds in the amount of $264,764.00 per unit, where both units are scheduled replacements, and where the purchase price was provided through a competitively sourced government contract with HGAC.

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

That the Mayor or City Manager is authorized to purchase 2 ambulances for the Charleston Fire Department from Atlantic Emergency Solutions using fiscal year 2024 funds in the amount of $264,764.00 per unit, where the purchase price was provided through a competitively sourced government contract with HGAC.

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: 6/12/23

To: CITY MANAGER,

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

2 ambulances for CFD FY2024

Purchasing with HGAC contract

Purchase justification:

Replace ambulances in regular rotation

If approved, the total purchase price will be: $529,528.00

(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. Atlantic Emergency Solutions — Price Quote: $529,528.00
2. _____ — Price Quote: $_____
3. _____ — Price Quote: $_____
4. _____ — Price Quote: $_____
5. _____ — Price Quote: $_____

The apparent low-bid vendor *meeting specifications* is: Atlantic Emergency Solutions

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: 6/13/2023

Authorized Financial Officer

Council Approval Needed

Account Number: 001-976-00-706-4-459

City Manager Approval: _____ Date: _____

Casey A. Walker
Vice President of Ambulance Sales
Ambulance Division- West
Tel. (304) 989-4113
cawalker@atlanticemergency.com

Charleston Fire Department
808 Virginia St. W
Charleston, WV 25302

Thursday, June 1, 2023

Atlantic Emergency Solutions, the WV dealer for Wheeled Coach, is pleased to present you with a price regarding your request for (2) 2025 Ford F-450 4x4 Gas Ambulance's.

The price to customize and manufacture the truck matching your specifications is as follows:

Total cost for (2) unit(s): $529,527.00 --- $264,764.00 price per unit

This proposal is valid for 30 days.

The price includes the following:

Factory Pickup and Transportation
Wheeled Coach will deliver new units from Wheeled Coach to McConnelsville Service facility after final inspection.

Dealer Pre-Delivery Inspection
McConnelsville service center will perform a pre-delivery inspection after delivery from the Wheeled Coach factory.

Delivery
Charleston Fire Department will take delivery of units from McConnelsville Service Center after pre-delivery inspection is completed.

Fuel and Tags
Atlantic will ensure the unit has a full tank of fuel and a temporary tag.

Pre-Construction Meeting
A pre-construction meeting will take place in Charleston, WV at customer's convenience.

Inspection Trip(s) Included
(1) Final inspection trip to Winter Park, Florida for (2) department personnel.

Casey A. Walker
Vice President of Ambulance Sales
Ambulance Division- West
Tel. (304) 989-4113
cawalker@atlanticemergency.com

Since the beginning in 1973, Wheeled Coach has kept its eye on the future; always working with customers to improve upon today's ambulances and rescue vehicles. The goal has been to make emergency vehicles safer for both patient and crew, and at the same time, make them more efficient.

Located in Winter Park, Florida, Wheeled Coach offers a diverse product line, allowing for unique and custom ambulance configurations. Being an ISO 9001 certified ambulance manufacture, Wheeled Coach prides itself on safety, innovation and maintenance.

At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With eighteen (18) Service Centers, two (2) Collision and Paint Center, over one hundred twenty-five (125+) Service Technicians and over twenty-five (25) fully stocked Service Vehicles located throughout Delaware, Kentucky, Maryland, North Carolina, Ohio, Pennsylvania, South Carolina, Virginia and West Virginia, our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine, and emergency service to its customers in WV. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of the Charleston Fire Department and all those involved in the fire and emergency field.

Thank you!

Casey A. Walker
Vice President of Ambulance Sales

Resolution No. 838-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 838-23 - Authorizing the Mayor or City Manager to purchase a total of four 2024 Chevrolet Trax LS for the Building Commission from National Auto Fleet Group, for a per-unit cost of $21,051.91 and the total amount of $84,207.65 pursuant to a competitively sourced multi-state contract. These will replace Building Commission units 545, 551, 552, and 553 as part of the fleet rotation schedule.

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

That the Mayor or City Manager is authorized to purchase a total of four 2024 Chevrolet Trax LS for the Building Commission from National Auto Fleet Group, for a per-unit cost of $21,051.91 and the total amount of $84,207.65 pursuant to a competitively sourced multi-state contract.

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: 6-14-23

2022-2023 Budget Cycle
Replacing Building com. cars
545, 551, 552, 553

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: To purchase 4 2024 Chevrolet Trax FWD 4dr LS off Sourcewell contract 091521-NAF National Auto Fleet Group

Purchase justification: _____

If approved, the total purchase price will be: $84,207.65

(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.)

This is getting Purchased off Sourcewell contract

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

1. National Auto Fleet Group Price Quote: $ 84,207.65

2. _____ Price Quote: $_____

3. _____ Price Quote: $_____

4. _____ Price Quote: $_____

5. _____ Price Quote: $_____

The apparent low-bid vendor *meeting specifications* is: National Auto Fleet Group

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) _____

_____

Request Submitted By: _____ Department: Equipment Maintenance

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

****

Funds Approval: _____ Date: 6/15/2023
Authorized Financial Officer

Account Number: 001-975-00-436-4-459 Council Approval Needed

City Manager Approval: _____ Date: _____

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/12/2023

Quote ID: **34342**

Order Cut Off Date: **TBA**

Dept # 436
This is for replacing
Building Commissions
545, 551, 552, 553

Kevin Oxley
City of Charleston WV
Equipment Maintenance

PO Box 2749

Charleston, West Virginia, 25330

Dear Kevin Oxley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Four (4) New/Unused (2024 Chevrolet Trax (1TR58) FWD 4dr LS,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (4)	Total Savings
Contract Price	$21,495.00	$21,051.91	2.061 %	$84,207.65	$1,772.35
Tax (0.0000 %)		$0.00		$0.00	
Tire fee		$0.00		$0.00	
Total		$21,051.91		$84,207.65	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
FE9	Emissions, Federal requirements
ENGINE	
Code	**Description**
LIH	Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT), (STD)
TRANSMISSION	
Code	**Description**
MNH	Transmission, 6-speed automatic, (STD)
AXLE	
Code	**Description**
FJM	Axle, 3.50 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1LS	LS Preferred Equipment Group, Includes Standard Equipment
WHEELS	
Code	**Description**
PWP	Wheels, 17" (43.2 cm) steel with wheel cover, (STD)
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	
Code	**Description**
A50	Seats, front bucket, (STD)
SEAT TRIM	
Code	**Description**
H5D	Jet Black/Gray with Blue accents, Cloth seat trim
RADIO	
Code	**Description**

IOR	Audio system, Chevrolet Infotainment 3 system, (STD)

2024 Fleet/Non-Retail Chevrolet Trax FWD 4dr LS

WINDOW STICKER

2024 Chevrolet Trax FWD 4dr LS

CODE	MODEL	MSRP
1TR58	2024 Chevrolet Trax FWD 4dr LS	$20,400.00
	OPTIONS	
FE9	Emissions, Federal requirements	$0.00
LIH	Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT), (STD)	$0.00
MNH	Transmission, 6-speed automatic, (STD)	$0.00
FJM	Axle, 3.50 final drive ratio	$0.00
1LS	LS Preferred Equipment Group, Includes Standard Equipment	$0.00
PWP	Wheels, 17" (43.2 cm) steel with wheel cover, (STD)	$0.00
GAZ	Summit White	$0.00
A50	Seats, front bucket, (STD)	$0.00
H5D	Jet Black/Gray with Blue accents, Cloth seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$20,400.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,095.00
TOTAL PRICE	**$21,495.00**

Est City: 28 MPG
Est Highway: 32 MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, ECOTEC 1.2L Turbo DOHC DI with Variable Valve Timing (VVT) (137 hp [102 kW] @ 5000 rpm, 162 lb-ft of torque [219 N-m] @ 2500 rpm) (STD)
Transmission, 6-speed automatic (STD)
Axle, 3.50 final drive ratio

EXTERIOR

Wheels, 17" (43.2 cm) steel with wheel cover (STD)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wireless Apple CarPlay and wireless Android Auto compatibility (STD)

INTERIOR

Seats, front bucket (STD)

GVWR

GVWR, 4145 lbs. (1880 kg)

TIRES

Tires, 225/60R17 all-season, blackwall

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Engine air filtration monitor
Drivetrain, front-wheel drive
Coolant protection, engine
Battery, 70AH, 12V, 760 cold-cranking amps
Alternator, 130 amps
Suspension, Ride and Handling

Suspension, front MacPherson strut
Suspension, rear, compound crank
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock, 4-wheel disc
Brake, electronic parking
Brake lining, performance
Brake rotor, FNC
Mechanical jack with tools
Capless fuel fill
Exhaust tip, turned down, hidden
Wheel, spare, 16" (40.6 cm) steel
Tire, spare, compact
Spoiler, rear
Moldings, Black, side windows surround
Moldings, body-side, lower, extra wide, molded in Black
Headlamps, LED
Headlamp control, automatic on and off
IntelliBeam, auto high beam (Included with (PED) Chevy Safety Assist.)
Lamp, center high-mounted stop/brake (CHMSL)
Mirrors, outside power-adjustable, manual-folding
Mirror caps, molded in Black
Glass, deep-tinted
Wiper, rear, intermittent
Wipers, front intermittent, variable speed
Glass, tinted windshield
Ornamentation, Trax lettering
Liftgate, manual
Door handles, body-color
Recovery hook, front
Audio system feature, 4-speaker system
SiriusXM, enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Antenna, roof-mounted
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Active Noise Cancellation
Seat trim, Cloth
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual

Seat, rear 60/40 split-folding
Head restraints, front, 2-way adjustable
Head restraints, rear, height adjustable
Knee bolster, driver and front passenger
Console, floor with armrest
Floor mats, carpeted front (Deleted when LPO floor mats or floor liners are ordered.)
Steering wheel, polyurethane
Steering column, tilt and telescoping
Steering wheel controls, mounted audio, cruise control Driver Information Center, Forward Collision Alert gap adjust and phone interface controls
Driver Information Center, 3.5" diagonal monochromatic display
Vehicle health management
Window, power, front passenger with express down
Window, power, driver with express down
Windows, power rear, express down
Door locks, power
Keys, (2) foldable
Cruise control, electronic with set and resume speed
Theft-deterrent system, unauthorized entry
Theft-deterrent system, immobilizer
Remote panic alarm
USB ports, 2, one type-A and one type-C, located within the instrument panel
Power outlet, 12-volt, located on instrument panel
Air conditioning, single-zone manual
Defogger, rear-window electric
Air filter, pollutant
Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors, covered
Assist handle, front passenger
Assist handles, rear outboard
Shift knob, urethane
Lighting, interior, overhead courtesy lamp
Lighting, interior, roof, rear courtesy
Lighting, rear cargo compartment lamp
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking (Included with (PED) Chevy Safety Assist.)
Front Pedestrian Braking (Included with (PED) Chevy Safety Assist.)
Braking control, ECM grade
StabiliTrak, stability control system
Daytime Running Lamps, reduced intensity low beam, LED

Airbags, frontal and seat-mounted side-impact for driver and front passenger; roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)
Forward Collision Alert (Included with (PED) Chevy Safety Assist.)
Following Distance Indicator (Included with (PED) Chevy Safety Assist.)
Lane Keep Assist with Lane Departure Warning (Included with (PED) Chevy Safety Assist.)
Seat belts, 3-point, all seating positions with front tensioners
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened, programmable
Rear Seat Reminder
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor, manual learn
Tire Fill Alert
3 Years of OnStar Remote Access The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Resolution No. 839-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 839-23 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of that certain agreement known as the "Kroger West Virginia Statewide Settlement Agreement"—an agreement among the State of West Virginia and its various subdivisions, and The Kroger Co. —and authorizing the Mayor or City Manager to execute "West Virginia Local Government Election and Release Form," which is attached to, and incorporated in, the above-named settlement agreement.

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

That the Council for the City of Charleston proclaims that it acknowledges and accepts the terms and conditions of that certain agreement known as the "Kroger West Virginia Statewide Settlement Agreement"—an agreement among the State of West Virginia and its various subdivisions, and The Kroger Co. —and authorizing the Mayor or City Manager to execute "West Virginia Local Government Election and Release Form," which is attached to, and incorporated in, the above-named settlement agreement.

(Kroger)

WEST VIRGINIA LOCAL GOVERNMENT ELECTION AND RELEASE FORM

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Kroger under the terms and conditions set forth in the Kroger West Virginia State-Wide Opioid Settlement Agreement executed on May 2, 2023 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "Court"). To the extent the Participating Local Government has asserted Claims against Kroger in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Kroger and any other Released Entities within seven (7) business days of the Effective Date.

Dated: _____

_____
LOCAL GOVERNMENT

BY: _____
(Signature)
PRINTED NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL ADDRESS: _____

Kroger West Virginia State-Wide Opioid Settlement Agreement

I. Overview

This Settlement Agreement dated as of May 2, 2023 sets forth the terms and conditions of a settlement between and among the State of West Virginia (defined herein) and Kroger (defined herein) (collectively, "the Parties") to resolve opioid-related Claims (defined herein) against Kroger.

Kroger has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Kroger expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Kroger. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to Kroger, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrisey, Attorney General v. The Kroger Co., et al.*, Civil Action No. 22-C-111 PNM (W. Va. Cir. Ct. Putnam County) (the "West Virginia AG Action"), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and Actions brought and/or Claims possessed by Participating Local Governments.

II. Definitions

A. "Action" means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.

B. "Agreement" and "Settlement Agreement" refer to this settlement agreement together with the Exhibits thereto.

C. "Alleged Harms" means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of a Product, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Kroger. Non-exclusive examples of the Alleged Harms are described in the documents listed on Exhibit A.

D. "Bar" means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon

payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

E. "Case-Specific Resolution" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.

F. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

G. "Claim-Over" means a Claim asserted by any entity that is not a Releasor against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by the Released Entities) asserted by the Releasor.

H. "Class I Local Government" means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).

I. "Class II Local Government" means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).

J. "Class III Local Government" means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).

K. "Class IV Local Government" means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).

L. "Common Benefit Fund Commissioner" means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court's Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court's Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

M. "Consent Judgment" means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgement attached hereto as Exhibit F, which provides for, among other things, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.

N. "Counsel" means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.

O. "Court" means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).

P. "Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or related in any way to a Product, including without limitation (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of a Product; orders, prescriptions, formularies, guidelines, payments or rebates for a Product; policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; and any system, plan, policy or advocacy relating to any Product; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders, prescriptions related to a Product; (4) the purchasing, selling , acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product. For avoidance of doubt, products other than Products are not included in Covered Conduct. This definition shall not preclude the Attorney General from bringing antitrust, overpricing, or kickback claims of general applicability, the allegations of which (i) include prescription pharmaceutical products generally and are not specific or limited to Products and (ii) do not in any way concern, relate to, or arise from the nature and characteristics of Products; the use, misuse, abuse or diversion of, or addiction to, Products and/or the potential thereof; any alleged oversupply of Products; the legality,

legitimacy and/or appropriateness of any prescriptions for Products and/or the legality, legitimacy and/or appropriateness of any dispensing of Products; asserted violations of state or federal controlled substances laws; or any alleged direct or indirect effects or harms resulting from any of the above.

Q. "Execution Date" means the date on which this Agreement is executed by the last Party to do so.

R. "Effective Date" means the date on which Kroger makes the Initial Payment as described in Section III.B.

S. "Finality" means:

1. The Agreement and the Consent Judgment have been approved and entered by the Court as to Kroger, including the release of all Released Claims against Released Entities as provided in this Agreement; and

2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

T. "Global Settlement" means any agreement resolving substantially all litigation and claims brought or threatened to be brought against Kroger by other states and Local Governments in the United States, including without limitation claims against Kroger in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) and related state court prescription opiate litigation.

U. "Kroger" means The Kroger Co., and each of its past and present direct and indirect parents and subsidiaries, including without limitation Kroger Co., Kroger Limited Partnership I d/b/a Peyton's Southern, and Kroger Limited Partnership II d/b/a Peyton's Northern. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.II.

V. "Later Litigating Local Government" means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

W. "Litigating Local Government" means a Local Government (or Local Government Official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.

X. "Litigation Cost Amount" has the meaning specified in Section III.A below.

Y. "Local Government" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, "Local Government" does not include special districts or school boards.

Z. "Non-Litigating Local Government" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.

AA. "Non-Participating Local Government" means a Local Government that is not a Participating Local Government.

BB. "Participation Date" means one hundred twenty (120) days after the Execution Date.

CC. "Participating Local Government" means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under Section VIII.A or VIIII.C.

DD. "Plaintiff" means the State of West Virginia, acting by and through its Attorney General.

EE. "Product" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical products made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also includes: (1) the following when used in combination with opioids or opiates: Benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates, "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine,

methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.

FF. "Qualified Settlement Fund" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

GG. "Qualified Settlement Fund Administrator" means and refers to John Jenkins of Smith Cochran Hicks PLLC, who is the Administrator appointed by the Court to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. (Transaction ID 68524883) The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement, the West Virginia First Memorandum of Understanding, and orders of the Court, as applicable. .

HH. "Released Claims" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any claims that have been asserted against the Released Entities by the State or any of its Litigating Local governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Governments that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

II. "Released Entities" means (1) The Kroger Co.; (2) Kroger Limited Partnership I d/b/a Peyton's Southern; (3) Kroger Limited Partnership II d/b/a Peyton's Northern; (4) all of the foregoing entities' respective past and present, direct or indirect: parents subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries divisions, affiliates, joint ventures predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (5) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (1) through (4) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (4)-(5) shall be a Released Entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.

JJ. "Releasors" mean (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State's Attorney General and/or each Participating Local Government to release Claims, (a) the State's and each Participating Local Government's departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasisovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VII.I.

KK. "Remediation Amount" has the meaning set forth in Section III.A below.

LL. "Resolution Panel" or "Resolution Judges" refers to the mediators in the West Virginia AG Action—specifically, the Honorable Joanna I. Tabit, the Honorable Jay M. Hoke, and the Honorable Gregory L. Howard.

MM. "Settlement Class Resolution" means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Kroger other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Local Governments collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes

an admission by any Party that class certification would be appropriate for litigation purposes in any case.

NN. "Settlement Sum" means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Kroger and all Released Entities as specified in Section III.A below. Neither Kroger nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below, except pursuant to Addendum 1.

OO. "State" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. Consideration To Be Provided by Kroger

A. Settlement Sum. The Settlement Sum is $68,000,000, reflecting a substantial premium for the State given the unique facts and circumstances associated with the Actions, including without limitation the imminent trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the State's and Participating Local Governments' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Kroger and the Released Entities in the Actions, and to be disbursed as provided in Section IX below; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State and disbursed as provided in Section IV below. Kroger does not concede that these activities constitute cognizable abatement. For the avoidance of doubt, the Remediation Amount equals the aggregate amount paid or incurred by Kroger hereunder other than amounts that constitute the Litigation Cost Amount. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement. On or before the Participation Date, the State shall provide to Kroger Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the "Participation Threshold"). For the avoidance of doubt, the requirement that Kroger pay the Settlement Sum pursuant to this Agreement shall become binding only upon the State's provision to Kroger of Election and Release Forms demonstrating that it has met the Participation Threshold.

B. Timeline for Settlement Sum Allocation and Payments. Provided that the State has met the Participation Threshold, within three (3) business days of the earliest of either Kroger's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met or the Participation Date, the Parties shall jointly file with the Court a request that the Court determine what portion of the Settlement Sum constitutes the Litigation Cost Amount. The State agrees that it will not seek a Litigation Cost Amount percentage greater than that sought from any other settling party, and it is the Parties' expectation and intent that the Litigation Cost Amount percentage shall be no greater than for any other settling party. If the Court has not issued an order

regarding the portion of the Settlement Sum that constitutes the Litigation Cost Amount by October 2, 2023, the Parties will meet and confer and will agree by October 9, 2023 on an allocation as between the Remediation Amount and the Litigation Cost Amount, subject to revision by the Court. If the Parties agree on an allocation as between the Remediation Amount and the Litigation Cost Amount and the Court later orders a different allocation as between the Remediation Amount and the Litigating Cost Amount, the State agrees to cooperate with Kroger in preparing any tax forms reasonably requested by Kroger, including but not limited to those set out in Section XI.D. Kroger shall pay the Settlement Sum pursuant to the following schedule:

1. Within fifteen (15) days after Kroger's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met, Kroger shall make a $34,000,000 upfront payment (the "Initial Payment") into the West Virginia Qualified Settlement Fund;

2. A $12,000,000 payment into the Qualified Settlement Fund on June 30, 2024;

3. A $12,000,000 payment into the Qualified Settlement Fund on June 30, 2025;

4. Four (4) annual payments of $1,000,000 on the same payment date (June 30) from 2026 to 2029 (for the avoidance of doubt, the annual payments will be made respectively on (1) June 30, 2026; (2) June 30, 2027; (3) June 30, 2028; (4) June 30, 2029); and

5. Three (3) additional annual payments of $2,000,000 on the same payment date (June 30) from 2030 to 2032 (for the avoidance of doubt, the annual payments will be made respectively on (1) June 30, 2030; (2) June 30, 2031; (3) June 30, 2032) (together with the payments identified above in subsections III.B.2, 3, and 4, the "Subsequent Payments").

C. Most Favored Nation. If there is a Global Settlement, then Kroger shall make an additional Most Favored Nation ("MFN") payment into the Qualified Settlement Fund of 2.94% of the net present value ("NPV") (calculated with a discount rate to be agreed to by the Parties in the event of a Global Settlement, subject to resolution by the Resolution Panel in the event the Parties cannot agree) of the payment to be received by states and political subdivisions for remediation and restitution at full participation levels and attorney fees for litigating Attorneys General and subdivisions but excluding payments to tribes and attorney fees for tribes and non-litigating Attorneys General. In determining the MFN payment under this Section III.C, Kroger shall receive a full credit or offset for the Initial Payment and the Subsequent Payments. If 2.94% of the NPV of the Global Settlement would yield an amount lower than or equal to the Settlement Sum, subject to NPV analysis, then Kroger shall owe no further payment. Any additional payment under this Section III.C shall be subject to the schedule set forth in any Global Settlement.

D. No Other Payments. Other than the Initial Payment and the Subsequent Payments described in Section III.B and any MFN payment described in Section III.C, none of the Released

Entities shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or this Settlement Agreement, except pursuant to Addendum 1.

E. Consent Judgment. Within fifteen (15) days of the Effective Date, Plaintiff shall file in the Court a proposed Consent Judgment substantially in the form of Exhibit F. The Consent Judgment shall provide for the dismissal with prejudice, as to all Released Entities, of the West Virginia AG Action and the Actions of the Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to (1) determine the allocation of the Litigation Cost Amount as provided in Section IX, and (2) enter an Amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement, as set out in Section V.A. The Parties shall confer and agree as to the final form of the Consent Judgment prior to its filing with the Court.

IV. Intra-State Allocation and Disbursement of Remediation Amount

A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. For the avoidance of doubt, the Qualified Settlement Fund Administrator shall not allocate or distribute any of the Remediation Amount to any Non-Participating Local Government.

B. Kroger shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with this Agreement and all applicable laws, unless otherwise ordered by the court.

V. Injunctive Relief

A. The Parties agree that the Consent Judgment to be filed by the Parties shall provide that the Court shall retain jurisdiction to (1) enter an amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement; and (2) determine the allocation of the Litigation Cost Amount. If there is no Global Settlement, within 18 months of the Effective Date, Kroger will agree to injunctive terms substantially similar to the injunctive terms in the State's settlement agreements with CVS, Walmart, and Walgreens, as appropriate for a grocery store. The Parties agree to engage a mutually agreeable mediator to facilitate the finalization of the injunctive relief that will apply to Kroger specifically.

VI. Cessation of Litigation Activities

A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant. The State shall use best efforts to cause Litigating Local Governments to cease all activities in accordance with the foregoing understanding.

B. The Parties will file a joint motion to stay and suspend all deadlines in the WV AG Action (including all depositions) through the Participation Date. The Parties will also provide notice to the Honorable Dan Aaron Polster in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio).

VII. Settlement of Claims, General Release, and Covenant Not to Sue

A. Scope. As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to given the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. Statement of Intent. It is the intent of the Parties that:

1. Released Entities shall not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

2. The Initial Payment and the Subsequent Payments shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waive its right to seek reallocation to Kroger pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;

3. Claims by the Releasor against non-Parties should not result in additional payments by the Released Entities for the Released Claims, whether through contribution, indemnification, or any other means; and

4. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party

under any theory, including on the basis of contribution, indemnity or other Claim-Over.

5. The provisions of this Section VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissal provided for herein are made in good faith.

C. Contribution/Indemnity Prohibited. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. Non-Party Settlement. To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Kroger in Section VII.C, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

E. Claim-Over. In the event that the Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in Section VII.C, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section VII.D, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Kroger and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Kroger under this Settlement Agreement).

F. General Release. In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.F. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge,

upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

G. Cooperation. Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

H. Res Judicata. Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any consent judgment or other judgment entered on the Agreement, gives rise to under applicable law.

I. Representation and Warranty. The State's Attorney General expressly represents and warrants that it will, on or before the Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

J. Effectiveness. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.

K. Non-Released Claims. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims

arising under the Agreement for enforcement of the Agreement. While the State takes no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct of the Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.

L. Dismissal of Actions. The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Kroger and any other Released Entities dismissed through the entry of the Consent Judgment set forth in III.E. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Kroger and any other Released Entities no later than fifteen (15) days after the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VIII. Participation by Local Governments

A. Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments. A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.

B. Notice. As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.

C. Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments. A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.

D. Representation With Respect to Local Government Participation. The State represents and warrants that it has a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Kroger,

which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.

E. Representation With Respect to State Abatement Claims. The State represents and warrants that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.

F. Representation With Respect to Claims by Later Litigating Local Governments. The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Later Litigating Local Government's Claims as to the Released Entities, or other means.

G. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.E above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

IX. Attorney Fees, Costs and Expenses; Disbursement of Litigation Cost Amount

A. Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against Kroger. The State may submit applications to the Common Benefit Fund Commission or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.

B. The Parties recognize that the goal of this Agreement is one hundred percent (100%) participation by Local Governments. In determining the allocation among Counsel of the Common Benefit Fund, the Common Benefit Fund Commissioner shall consider such factors as whether the Counsel and his or her clients have contributed to increasing (or reducing) the payments awarded to the State through participation and whether the Counsel represents any Non-Participating Local Governments and/or any Later Litigating Local Governments. It is the Parties' expectation and intent that no portion of the Litigation Cost Amount will be distributed to Counsel for attorney fees, costs and/or expenses incurred in connection with the representation of any Non-Participating Local Government and/or any Later Litigating Local Governments, and the State agrees that it will not take any positions to the contrary before the Court, except to the extent it is part of the consideration of Common Benefit fees or cost.

C. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.

D. Notwithstanding provisions herein, an attorney may include any work done or time spent on the implementation of, or in furtherance of completion of, this Settlement Agreement prior to or after the Effective Date in a fee request or application. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

E. For the avoidance of doubt, nothing in this Section IX shall require any payment by Kroger beyond the Settlement Sum, nor shall Kroger have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Kroger as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Kroger may voluntarily elect to provide.

F. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fee paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against Kroger, whether those Actions were filed in state or federal court.

G. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.

H. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:

1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against Kroger concerning the Covered Conduct.

2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.

3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.

4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government related to the payments made by Kroger.

5. Counsel has notified each West Virginia Local Government represented by such Counsel of the amount(s) sought in the application.

6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.

7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.

8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.

9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government, except any Common Benefit Fee as allowed by Court Order.

10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.

11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

I. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

X. Enforcement and Dispute Resolution

A. This Agreement shall only be enforceable by Kroger and the State.

B. If either the State or Kroger believes the other is not in compliance with any term of this Agreement (with the exception of Section XI below), then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt

to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, Kroger and the State shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement before the Resolution Panel in West Virginia. The Parties consent to the exclusive jurisdiction of the Resolution Panel for the limited purpose of resolution of disputes identified in this Section X.

XI. Miscellaneous Provisions

A. No Admission of Liability. The Releasor acknowledges and agrees that this Settlement is a compromise of matters involving disputed issues of law and fact. The Released Entities are entering into this Settlement solely for the purposes of settlement, to resolve the Released Claims, and thereby avoid significant expense, inconvenience, and uncertainty. Nothing contained herein may be taken as or deemed to be an admission or concession by the Released Entities of (i) any violation of law, regulation, or ordinance in connection with the Covered Conduct or Local Government Claims; (ii) any fault, liability, or wrongdoing by Kroger in relation to the Covered Conduct or Local Government Claims; (iii) the strength or weakness of any claim or defense or allegation made in any other past, present, or future proceeding relating to any Covered Conduct or any Opioid or Local Government Claim; or (iv) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

B. Use of Agreement as Evidence. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement (i) is or may be deemed to be or may be used as an admission of, or evidence of, any Covered Conduct, or of any wrongdoing or liability of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible as evidence or otherwise used in any way in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Released Entities may use this Agreement in any action for any purpose, including, but not limited to, in order to support a claim for contribution and/or indemnification or to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or similar defense or counterclaim, including but not limited to against Released Claims asserted against the Released Entities by West Virginia Local Governments, whether currently pending or in the future.

C. Voluntary Settlement. This Settlement Agreement is a product of arm's length settlement negotiations between the duly-authorized representatives of the Parties. The Parties represent and warrant that they have been advised by their respective counsel of their rights and obligations under this Settlement Agreement and the accompanying Releases, and enter into this Settlement Agreement and the accompanying Releases freely, voluntarily, and without duress.

D. Taxes. Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Amount paid by Kroger constitutes restitution for damage or harm allegedly caused by the potential violation of a law. The Parties acknowledge, agree and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount or the Litigation Cost Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Local Governments acknowledge, agree and understand that Kroger intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. The State shall complete and file, on behalf of the State and every Participating Local Government, a Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of each year following a calendar year in which Kroger makes an Initial Payment or a Subsequent Payment. On the Form 1098-F, the State shall identify the Remediation Amount, as agreed to by the Parties or as determined by the Court, as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to Kroger by January 31 of each year following a calendar year in which Kroger makes an Initial Payment or a Subsequent Payment. Alternatively, if reasonably requested by Kroger for any year in which the Initial Payment or a Subsequent Payment is made, the State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Kroger. Kroger makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.

E. No Third-Party Beneficiaries. Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

F. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.

G. Choice of Law. Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.

H. Notices. To be effective, all notices under this Agreement shall be in writing and delivered to the persons specified below ("Notice Designees") (i) by e-mail and (ii) by either hand delivery or registered or certified mail, return receipt required, postage pre-paid. Any Party may change its Notice Designee(s) by giving written notice to all other Parties as provided in this paragraph.

1. Notices to the State shall be delivered to:

Ann Haight
Deputy Attorney General
Office of the West Virginia Attorney General

Consumer Protection & Antitrust Division
1900 Kanawha Blvd East
State Capitol Complex, Bldg 6, Suite 401
Charleston, WV 25305
Or mailing address of:
P.O. Box 1789
Charleston, WV 25326
Email: Ann.L.Haight@wvago.gov

AND

Abby G. Cunningham
Assistant Attorney General
Office of the West Virginia Attorney General
Consumer Protection & Antitrust Division
1900 Kanawha Blvd East
State Capitol Complex, Bldg 6, Suite 401
Charleston, WV 25305
Or mailing address of:
P.O. Box 1789
Charleston, WV 25326
Email: abby.g.cunningham@wvago.gov

2. Notices to Kroger shall be delivered to:

Toney Matthews
Senior Litigation Counsel
1014 Vine St, Cincinnati, Ohio, 45202
Telephone: (513) 762-4623
Email: toney.matthews@kroger.com

AND

Chantale Fiebig
Weil Gotshal & Manges LLP
2001 M Street, NW
Washington, D.C. 20036
Telephone: (202) 682-7200
Email: chantale.fiebig@weil.com

I. **Severability; Reinstatement.** In the event any one or more immaterial provisions of this Settlement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement; Material provisions are those in Sections III, V, VII, and VIII of this Agreement.

J. Headings; No Conflict Intended. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

K. No Party Deemed to Be the Drafter. None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

L. Modification. This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Kroger may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

M. Waiver. Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

N. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. An executed signature page of this Settlement delivered in PDF format via email shall be as effective as an original executed signature page.

O. Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein. As such, the Parties represent and warrant that they are not relying on any promises, inducements, or representations other than those provided herein.

P. Confidentiality and Public Statements. Consistent with mediation confidentiality, neither party shall disclose or discuss the negotiating positions the parties advanced during discussions in connection with this Settlement Agreement. In addition, and for the avoidance of doubt, neither party shall discuss the negotiation of specific terms and conditions of this Settlement Agreement. For the avoidance of doubt, nothing herein prevents either Party from discussing the terms of any publicly-disclosed Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

Date: 5/2/23

THE KROGER CO.

By: _____

WEIL GOTSHAL & MANGES LLP
Chantale Fiebig
2001 M Street, NW
Washington, D.C. 20036
Telephone: (202) 682-7200
Email: chantale.fiebig@weil.com

Date: 5/2/23

THE STATE OF WEST VIRGINIA

By: _____

Name: Patrick Morrisey
Title: Attorney General

ADDENDUM TO
May 2, 2023 Kroger West Virginia State-Wide Opioid Settlement Agreement

Addendum 1

Kroger commits that it will not close any of its pharmacies in West Virginia for at least three years following execution of the Settlement Agreement, except under the circumstances listed below.

Kroger may close a pharmacy in the event of (1) force majeure as defined by Restatement Second of Contracts § 261, or (2) a notice, order, or substantial change in legal or regulatory obligations that precludes Kroger from operating the pharmacy under applicable law or regulations. For the avoidance of doubt, nothing in this provision is intended to preclude Kroger from complying with its legal, ethical, or fiduciary obligations. In addition, nothing in this provision shall permit Kroger to close a pharmacy due to the pharmacy's profitability.

Kroger may meet and confer with the State regarding potential closures, but shall provide at least 30 days' notice where possible to permit the State to object to the closure before the Resolution Panel. The parties agree that the Resolution Panel shall have sole and exclusive jurisdiction to resolve any objection by the State to Kroger's closure of a pharmacy pursuant to this provision, and to determine whether Kroger is in breach of this provision.

Upon a finding that Kroger is in breach of this addendum, the Resolution Panel shall impose a per pharmacy penalty of up to (1) $1,250,000 for any pharmacy closed within the first year; (2) $750,000 for any pharmacy closed in the second year; or (3) $500,000 for any pharmacy closed in the third year. This penalty shall be the State's sole and exclusive remedy for any violation of this section of the agreement.

Date: 5/2/23

THE KROGER CO.

By: Chantale Feibig

WEIL GOTSHAL & MANGES LLP
Chantale Feibig
2001 M. Street, NW
Washington, D.C. 20036
Telephone: (2020) 682-7200
Email: Chantale.fiebig@weil.com

Date: 5/2/23

THE STATE OF WEST VIRGINIA

By: [signature]
Chief Deputy Attorney General
WV Bar # 8116

PATRICK MORRISEY
ATTORNEY GENERAL
Office of the West Virginia Attorney General

Resolution No. 840-23

Introduced in Council: Adopted by Council:

June 21, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 840-23 - Authorizing the creation of a joint development entity pursuant to W.Va. Code §7-12-9b with The County Commission of Kanawha County, West Virginia, authorizing the City Manager and the City Attorney to negotiate, execute and deliver any documents necessary to incorporate such joint development entity, and approving the initial directors of such joint development entity.

WHEREAS, The City of Charleston, West Virginia (the "City") is working with The County Commission of Kanawha County, West Virginia (the "County Commission") to design, construct, equip, finance, operate and maintain an indoor sports center to be known as the Capital Sports Center (the "Sports Center"); and

WHEREAS, the City and the County Commission desire to form a joint development entity as permitted under Chapter 7, Article 12 of the Code of West Virginia, 1931, as amended (the "Act"), related to the Sports Center; and

WHEREAS, Section 9b of the Act permits any combination of two or more county governing bodies and municipal governing bodies to organize and jointly own all of the ownership interests in a corporation for the sole purpose of jointly developing and owning any joint economic development project; and

WHEREAS, the City desires to join with the County Commission to incorporate a corporation in accordance with Section 9b of the Act to be named the Capital Sports Center Development Association, Inc. (the "Joint Development Entity"); and

WHEREAS, the Joint Development Entity shall be a public corporation and a political subdivision and instrumentality of the City and the County Commission and have the powers, rights and privileges set forth in sections seven, eight, nine, ten, eleven, twelve and fourteen of the Act in addition to those granted to corporations under West Virginia law; and

WHEREAS, the City desires that its City Attorney, as incorporator, to work with the County to finalize and file Articles of Incorporation for the Joint Development Entity in substantially the form attached hereto as Exhibit A with the Secretary of State of the State of West Virginia; and

WHEREAS, the City agrees the initial directors of the Joint Development Entity shall consist of five directors, with two being chosen by the City, two being chosen by the County, and one being mutually agreed upon by both the City and County, with Kyle Mork and Nancy Bruns being the Initial Directors appointed by the City, and Steve White being the initial director mutually agreed upon by the City and County.

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

That in consideration of the foregoing, the City Council of the City of Charleston hereby agrees and directs as follows:

1. The City specifically adopts the findings and determinations set forth in the above recitals.

2. The City hereby approves the creation of the Joint Development Entity.

3. The City Attorney is hereby authorized, for and on behalf of the City, to negotiate, execute and deliver any documents necessary to incorporate the Joint Development Entity.

4. The City hereby approves the Initial Directors.

5. The City hereby ratifies and confirms the acts of any officer or employee of the City in furtherance of the incorporation of the Joint Development Entity.

6. This Resolution shall take effect upon its adoption.

ARTICLES OF INCORPORATION
OF
CAPITAL SPORTS CENTER DEVELOPMENT ASSOCIATION, INC.

The undersigned, pursuant to Chapter 31D and Section 9b of Chapter 7, Article 12 of the Code of West Virginia, 1931, as amended ("**W.Va. Code**"), states as follows:

Article 1

The name of the corporation is **Capital Sports Center Development Association, Inc.** (the "**Corporation**").

Article 2

The Corporation is authorized to issue a total of one hundred shares of common stock with no par value ("**Common Stock**").

Article 3

The name and address of the Corporation's initial registered agent is _____, _____, Charleston, West Virginia 25301.

Article 4

The name and address of the incorporator of the Corporation is Kevin Baker, City Attorney, 501 Virginia St. East, Charleston, West Virginia 25301.

Article 5

The mailing address of the principal office of the Corporation is City Hall, 501 Virginia St., East, Charleston, West Virginia 25301.

Article 6

The purpose for which the Corporation is organized is the undertaking of a joint project or projects in accordance with W.Va. Code §7-12-9b and shall include the transaction of any or all lawful business for which corporations may be organized in the State of West Virginia.

Article 7

The initial directors of the Corporation are:

[To be determined]

Article 8

The email address of the Corporation is _____.

Article 9

No director shall have any liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, any director shall be liable for damages caused

by (i) any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under W.Va. Code §31D-8-833 for unlawful distributions, or (iv) for any transaction from which the director derived an improper personal benefit.

Article 10

The Corporation shall indemnify and hold harmless any director for any obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal (collectively, a "**Liability**") arising as a result of any action taken, or any failure to take any action, as a director except Liability for (i) receipt of a financial benefit to which he or she is not entitled, (ii) an intentional infliction of harm on the Corporation or its shareholders, (iii) a violation of W.Va. Code §31D-8-833 for unlawful distributions or (iv) an intentional violation of criminal law.

These Articles of Incorporation are effective upon filing with the office of the Secretary of State of the State of West Virginia.

_____

Kevin Baker
Incorporator

Bill No. 7997

Introduced in Council: **Adopted by Council:**

June 5, 2023 _____

Introduced by: **Referred to:**

Joseph Jenkins **Finance**

Bill No. 7997 - A BILL to amend the Municipal Code of the City of Charleston by amending and reenacting Sections 110-81 and 110-145 of Chapter 110, relating to correcting inadvertent errors made in the year 2022 with respect to expanding the ability of small businesses to obtain consent from the city collector to pay business and occupation taxes on an annual basis.

WHEREAS, the City Council for the City of Charleston previously adopted Bill No. 7981 on December 5, 2022, expanding the ability of small businesses to obtain consent from the city collector to pay business and occupation taxes on an annual basis; and

WHEREAS, Bill No. 7981 contained inadvertent errors effecting Sections 110-81 and 110-145 of Chapter 110 of the Municipal Code of the City of Charleston; and

WHEREAS, this bill will apply the intended effects of Bill No. 7981 to the correct Code Sections; and

WHEREAS, these changes are made retroactive to the adoption of Bill No. 7981 on December 5, 2022.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Sections 110-81 and 110-145 of the Municipal Code of the City of Charleston be amended and re-enacted to read as follows:

CHAPTER 110 – TAXATION.
ARTICLE II. – BUSINESS AND OCCUPATION TAX.
DIVISION 3. – PAYMENTS, RETURNS, AND RECORDS.

Sec. 110-81. – Tax cumulative.

(a) The tax imposed by this article shall be in addition to all other licenses and taxes levied by law as a condition precedent to engaging in any business, trade, calling or activity. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are a condition precedent to exercising the

privilege tax, may exercise the privilege for the current tax year upon the condition that ~~he~~ they shall pay the tax accruing under this article.

(b) *Computation of tax.*

(1) The taxes levied hereunder shall be due and payable in quarterly installments on or before the expiration of one month from the end of the quarter in which they accrue, except as otherwise provided in this subsection. The taxpayer shall, within one month from the expiration of each quarter, make a return reporting the tax for which he/she is liable for such quarter; sign it and mail it, together with any remittance due, in the form required by section 110-82 of the amount of the tax to the office of the city collector. In reporting and remitting the amount of the tax due for each quarter, the taxpayer may deduct one-fourth of the total exemption allowed for the year. When the total tax for which any person is liable under this article does not exceed the sum of ~~$200.00~~ $2,500.00 in any year, the taxpayer may pay the tax quarterly as aforesaid or, with the consent in writing of the city collector in the manner prescribed by regulations promulgated pursuant hereto, on an annual basis at the end of the month next following the close of the tax year.

(2) The city collector, if ~~he~~ they deems it necessary, based upon past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to ~~i~~ensure payment of the taxes levied hereunder, may require return and payment under this section for other than quarterly periods. Furthermore, if the city collector deems it necessary to ~~i~~ensure payment of the business and occupation tax, ~~he~~ they may require a deposit to be paid by the taxpayer prior to when the taxes accrue and are otherwise payable. The amount of the deposit shall be determined and/or based upon the taxpayer's projected gross income or gross proceeds of sale for the applicable tax period. This deposit shall be paid to the office of the city collector, at a date and time, and in a manner determined by the city collector.

(3) Every contractor whose principal business location is outside of the city, shall register with the city collector prior to engaging in the performance of a contract in this city, and the city collector, if ~~he~~ they deems it necessary, based on the past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to ~~i~~ensure payment of the taxes levied hereunder, may also require the following:

(A) At the time of registration, each contractor shall deposit with the city collector six percent of the amount the contractor is to receive for the performance of the contact, which sum shall be held within a contractor's use tax fund pending the completion of the contract.

(B) In lieu of the six percent deposit, each contractor may request the approval of the city collector to provide, in the alternative, a corporate surety bond to be approved by the city collector as to form, sufficiency, value, amount, stability, and other features necessary to provide a guarantee of payment of the tax due the city.

CHAPTER 110 – TAXATION.
ARTICLE II. – BUSINESS AND OCCUPATION TAX.
DIVISION 5. – TAX COLLECTION.

Sec. 110-145. – Interest and penalties.

~~(a) The tax imposed by this article shall be in addition to all other licenses and taxes levied by law as a condition precedent to engaging in any business, trade, calling or activity. A person exercising a privilege taxable under this article, subject to the payment of all licenses and charges which are a condition precedent to exercising the privilege tax, may exercise the privilege for the current tax year upon the condition that they shall pay the tax accruing under this article.~~

~~(b) *Computation of tax.*~~

~~(1) The taxes levied hereunder shall be due and payable in quarterly installments on or before the expiration of one month from the end of the quarter in which they accrue, except as otherwise provided in this subsection. The taxpayer shall, within one month from the expiration of each quarter, make a return reporting the tax for which he/she is liable for such quarter; sign it and mail it, together with any remittance due, in the form required by section 110-82 of the amount of the tax to the office of the city collector. In reporting and remitting the amount of the tax due for each quarter, the taxpayer may deduct one-fourth of the total exemption allowed for the year. When the total tax for which any person is liable under this article does not exceed the sum of $2,500.00 in any year, the taxpayer may pay the tax quarterly as aforesaid or, with the consent in writing of the city collector in the manner prescribed by regulations promulgated pursuant hereto, on an annual basis at the end of the month next following the close of the tax year.~~

~~(2) The city collector, if they deem it necessary, based upon past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to ensure payment of the taxes levied hereunder, may require return and payment under this section for other than quarterly periods. Furthermore, if the city collector deems it necessary to ensure payment of the business and occupation tax, they may require a deposit to be paid by the taxpayer prior to when the taxes accrue and are otherwise payable. The amount of the deposit shall be determined and/or based upon the taxpayer's projected gross income or gross proceeds of sale for the applicable tax period. This deposit shall be paid to the office of the city collector, at a date and time, and in a manner determined by the city collector.~~

~~(3) Every contractor whose principal business location is outside of the city, shall register with the city collector prior to engaging in the performance of a contract in this city, and the city collector, if they deems it necessary, based on the past experience with a taxpayer, based on the past practices of a taxpayer, based on the financial condition of the taxpayer, or based on the size of the contract, in order to ensure payment of the taxes levied hereunder, may also require the following:~~

~~(A) At the time of registration, each contractor shall deposit with the city collector six percent of the amount the contractor is to receive for the performance of the contact, which sum shall be held within a contractor's use tax fund pending the completion of the contract.~~

~~(B) In lieu of the six percent deposit, each contractor may request the approval of the city collector to provide, in the alternative, a corporate surety bond to be approved by the city collector as to form, sufficiency, value, amount, stability, and other features~~

~~necessary to provide a guarantee of payment of the tax due the city.~~

(a) The tax imposed by this article, if not paid when due, shall bear interest at the rate of at least eight percent per annum from the due date of the return until paid. The city collector may charge an interest rate equal to the adjusted rate charged by commercial banks to large business, in the manner described in W. Va. Code § 11-10-17a.

(b) If any taxpayer fails to make the return or any quarterly installment required by this article, or make his return but fails to remit, in whole or in part, the proper amount of tax, there shall be added to the amount of tax unpaid, from the date such tax should have been paid, a penalty in the amount of five percent of the tax for the first month, or fraction thereof, of delinquency, and one percent of the tax for each succeeding month, or fraction thereof of delinquency provided, that if such failure is due to reasonable cause, the city collector may waive, with final approval from the city manager, in whole or in part, these penalties. Additionally, if the failure to pay is due to fraud or intent to evade any such tax there shall be added an additional penalty of 25 percent of the tax owed, exclusive of penalties.

(c) Interest and penalties may be collected in the same manner as the tax imposed by this article.

Bill No. 7998

Introduced in Council:
June 5, 2023

Adopted by Council:

Introduced by:

Becky Ceperley

Referred to:

Finance

Bill No. 7998 - A BILL to amend and reenact sections 2-712 and 2-713 the Municipal Code of the City of Charleston, as amended, all relating to updating reporting requirements; clarifying that the BID may receive funds from sources other than the special assessment fees to be deposited into the BID Fund; reducing the assessment invoices from quarterly to twice a year; and defining the term surplus.

Now, therefore, be it ordained by the Council of the City of Charleston:

That sections 2-712 and 2-713 of the Municipal Code of the City of Charleston, as amended, are amended and reenacted, all to read as follows:

ARTICLE VII. – BOARDS, COMMITTEES AND COMMISSIONS.
DIVISION 11. – CITY CENTER BUSINESS IMPROVEMENT DISTRICT.

Sec. 2-712. – Board Members Terms, Appointment, Powers, and Duties.

(a) The City Center BID Board shall consist of seven members, appointed by the Mayor with the approval of City Council. The initial appointments shall be staggered such that two members are appointed for 5-year terms, one member is appointed for a 4-year term, two members are appointed for 3-year terms, one member is appointed for a 2-year term, and one member is appointed for a 1-year term. After the initial appointments, all subsequent appointments shall be for terms of 5 years. At all times, a majority of City Center BID Board members shall be owners of commercial property situated within the boundaries of the City Center BID. Members of the Board may not receive compensation, either directly or indirectly, for service on the Board.

(b) The City Center BID Board shall have the following powers and duties:
(1) Oversee the operations of the City Center BID;
(2) Adopt bylaws to govern the procedures of the City Center BID;
(3) Adopt an annual budget;
(4) To prepare spending requests to be submitted to the City Manager, or his or her designee, who shall act as the fiscal agent for the City Center BID;
(5) Calculate and provide to the City Collector and City Clerk the annual amount due by each commercial property owner within the City Center BID ~~within 30 days of the adoption of this ordinance and~~ by ~~July 1~~ May 15 of each ~~subsequent~~ year, along with a proposed budget for the upcoming fiscal year and the recommended program of

services to be performed or provided within the district for the upcoming fiscal year;

(6) Coordinate and plan the Clean and Safe line of business within the City Center BID;

(7) Coordinate and plan the Entertainment and Recreation line of business for the City Center BID;

(8) Coordinate and plan the Beautification and Image line of business within the City Center BID;

(9) Collaborate on efforts for the City Center BID with the City of Charleston and other community partners;

(10) Seek out gifts, apply for grants, and obtain revenue from other available sources; and

~~(10)~~ (11) Submit an annual report on or before ~~May 15, 2022, and by May 15~~ September 30 each year ~~thereafter~~, to City Council that includes, at a minimum, the following:

(A) An itemized statement of its receipts and disbursements for the preceding fiscal year;

(B) A description of its activities for the preceding fiscal year;

(C) ~~A recommended~~ The program of services to be performed or provided within the district for the ~~coming~~ current fiscal year; and

(D) ~~A proposed~~ An overview of its budget ~~to~~ and statement regarding any additional funding needed to accomplish its objectives.

(c) Meetings of the City Center BID Board are subject to the West Virginia Open Governmental Proceedings Act, West Virginia Code Chapter 6, Article 9A. Members of the City Center BID are subject to the West Virginia Governmental Ethics Act, West Virginia Code Chapter 6B.

Sec. 2-713. – Creation of Fund; Rate and Manner of Fees.

(a) There is hereby created a special revenue fund within the city treasury to be known as the City Center BID Fund, along with any subaccounts deemed necessary by the district board.

(b) The City Center Business Improvement District FY2021 BID Work Plan and Budget sets the rate of annual fees for the City Center BID on each private for-profit property owner at the equation of (total land lot size square footage x .075) + (total building square footage x .03325). The maximum rate of any annual fees that may be imposed upon a single commercial property in the City Center BID, as calculated by the aforementioned formula, will be $25,000 annually. It is anticipated that cumulative revenue from the initial annual fee will be $100,000. The City Center BID Board provided the assessed amounts for FY2021 to the City in December 2021. For each subsequent year, the City Center BID Board shall provide to the City Collector the assessed amounts no later than May 15. Pursuant to West Virginia Code § 8-13A-12, City Council may levy the assessments by ordinance upon receipt of the proposal from the City Center BID Board. ~~City Council levies the assessments for FY2021 as shown in the attached Exhibit A.~~ City Council shall levy the rates for ~~future~~ each fiscal ~~years~~ year

after the City Center BID Board provides the assessments.

(1) Pursuant to West Virginia Code § 8-13A-12(a), the levy amount shall be "only to the extent necessary to fund the budget proposed by the district board" and "[a]ny surplus in the fund in a fiscal year shall be applied to reduce the amount of service fees required for the next fiscal year."

(2) As used in this section, the term "surplus" shall mean the amount by which the service fees collected in a full fiscal year exceed the budgeted amount of anticipated service fee revenue used to fund the ongoing operations and services of the City Center BID District. The term "surplus" shall not include, and the calculation of any surplus shall not take into consideration, any gifts, grants, or other appropriations that are designated for specific projects or purposes that are separate from the general ongoing operations and services of the City Center BID District.

(c) Any person who desires to challenge the City Center BID Board assessment shall file a petition for reassessment with the City Collector within 30 days of receiving notice of the assessment. The petition shall state the reasons the person is seeking the reassessment. After the filing of a petition, the City Collector shall set the petition for an administrative hearing and give the Board an opportunity to respond in writing in advance of the hearing. The petitioner and the Board may represent themselves or be represented by counsel at the administrative hearing. The City Collector, or a hearing examiner designated by the City Collector, shall conduct an informal and impartial administrative hearing and make a prompt decision on the petition for reassessment after hearing all of the evidence and argument. An appeal of the City Collector's decision may be taken by the petitioner or the Board to the Circuit Court of Kanawha County within 30 days of the City Collector's decision.

(d) The fees assessed by the City Center BID upon the property owners shall be collected through the City of Charleston's City Collector on a ~~quarterly~~ biannual (twice per year) basis. The collection efforts from the City Collector shall clearly state it is assessing fees for the City Center BID. All funds collected from the fees shall be placed in the City Center BID Fund created by this section. The City Center BID Fund may also receive other voluntary contributions.

(e) Notwithstanding any provision of this Code to the contrary, any expenditure authorized by the City Center BID Board from the City Center BID Fund up to $100,000 is exempt from the purchasing rules of the City of Charleston. Any individual expenditure in excess of $100,000 by the City Center BID Board shall require City Council approval prior to authorization. The City Center BID Board shall generally submit requests for Purchase Orders to the City Manager's Office in advance of any purchase being made, which the City Manager will approve as long as the vendor is in good standing with the City Collector's Office and there are no other legal issues with payment.

(f) The City Collector shall have plenary power and authority to promulgate any

rules necessary to carry out the assessment, hearing, and collection provisions of this Article. The City Collector shall work in conjunction with the City Center BID Board to develop such rules.