



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
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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

Monday, June 3, 2024

6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

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

I. DISCUSSION:

- a. Approval of Previous Minutes 5-20-2024

II. RESOLUTIONS:

- a. Resolution No. 973-24 – Authorizing the Mayor or City Manager to purchase a total of nine Jeep Grand Cherokees from Stephens Auto Group, for Fleet Services.
- b. Resolution No. 974-24 - Authorizing the Mayor or City Manager to enter into a Microsoft Enterprise Agreement with Crayon Software Experts LLC to provide various Microsoft software licenses necessary for the ongoing business of the City.

III. BILLS:

- a. Bill No. 8033 - A Bill closing, abandoning, and discontinuing as a public right of way a 10-foot strip of land across lot 6 of the Woodrum Addition that is used as a public walkway.
- b. Bill No. 8034 - A Bill closing, abandoning, and discontinuing as a public right-of-way a 10 ft alley across block 12 of the JB Walker Addition.

IV. THE AGENDA WAS AMENDED ON 5-30-2024

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., MAY 20, 2024
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., May 20, 2024.

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

Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson
Shawn Taylor

Absent:

Other Councilmembers present:

Frank Annie
Shannon Snodgrass
Beth Kerns
Joe Solomon
Chelsea Steelhammer
Bruce King

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the May 6, 2024 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 965-24 – Adopting the proposed Fiscal Year 2024-2025 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 2024-2025 Parking System budget as indicated within the attached document is approved.

Finance Director Andy Wood added that the Parking System's budget is self-contained. The overall revenue is expected to decline about \$30,000 due to the recent closing of the theater. The employees will also get the same across the board pay raises as other City employees. Six vehicles are scheduled to be replaced. Surpluses will be used to address any maintenance issues.

Councilmember Taylor asked about ongoing inspections concerning the structural integrity of the parking structures. Wood replied that they had just received a report with a five-year maintenance schedule.

Councilmember Robinson confirmed with Parking Director Terri Allen that any new/future downtown leases for residents would not make any changes to the budget. They are currently working with downtown residents to address their needs.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting in the majority as affirmative, Chairperson Jenkins declared Resolution No. 965-24 approved.

- b. Resolution No. 966-24 – Approving the proposed Fiscal Year 2024-2025 Coliseum & Convention Center and Municipal Auditorium budget as indicated within the attached document.

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

That the proposed Fiscal Year 2024-2025 Coliseum & Convention Center and Municipal Auditorium budget as indicated within the attached document is approved.

Wood added that in FY2013, the City subsidized the operations of the Coliseum and Convention Center for \$871,000 with an operating revenue of \$2.9 million. In the current proposed budget, there is a \$900,000 subsidy (which was reflected in the previously approved General Fund Budget). There is an expected \$5.7 million generated revenue. They are expected to use approximately \$503,000 of the subsidy.

Councilmember Ceperley confirmed with Wood that revenue generated by the Convention Center goes back into the operation of the facility. Councilmember Ceperley added that she thought that part of the purpose of hiring OVG was that the subsidy would decrease, and asked why there were allotted more than they are expected to use.

Councilmember Robinson confirmed with Wood that the revenue for 2019 was \$3.1 million, with the current revenue being \$5.5 million. OVG receives an incentive on a sliding scale based on a variety of factors, but they would roughly receive \$500,000 from that \$5.5 million in revenue. Councilmember Robinson confirmed that the subsidy is essentially paying for the OVG incentive.

Councilmember Ceperley confirmed with Wood that the subsidy in 2019 was \$970,000. Wood added that the subsidy is given on an as-needed basis. In the past two years it has only been needed to pay OVG's incentive.

Councilmember Hoover confirmed with Wood that the unused portion of the subsidy stays in the General Fund.

Councilmember Jenkins asked what the increase in revenue was going toward. Wood replied that operational costs increase with the number of events. Councilmember Hoover added that they are also employing more people, which is very important. Councilmember Jenkins added that eventually, the facility should be pulling a profit above the unused subsidy.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting in the majority as affirmative, with one Nay from Ceperley, Chairperson Jenkins declared Resolution No. 966-24 approved.

- c. Resolution No. 967-24 – Authorizing approval of Amendment No. 8 of the FY 2023-2024 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. 8 of the FY 2023-2024 General Fund Budget as indicated on the attached list of accounts is approved.

Wood added that proceeds from liens go into a special demolition fund. The amendment transfers those funds into the Contracted Services fund for the Building Department.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 967-24 approved.

- d. Resolution No. 968-24 – Authorizing the City Manager to enter into a Lease Amendment with Shaner Charleston LLC extending the ground lease of approximately 34,989.21 square feet adjacent to 100 Civic Center Drive in a form substantially similar to Exhibit A to this resolution.

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

The City Manager is authorized to enter into a Lease Amendment with Shaner Charleston LLC extending the ground lease of approximately 34,989.21 square feet adjacent to 100 Civic Center Drive in a form substantially similar to Exhibit A to this resolution.

City Manager Ben Mishoe added that Shaner operates the Holiday Inn hotel adjacent to the Coliseum and Convention Center. The current lease allows for a series of optional five-year renewals, which they want to add six additional five-year renewals to the existing contract.

Councilmember Jenkins added that that the resolution is an amendment to the existing lease, with the price escalating every five years. Mishoe added that the City has worked out a payment plan with the company regarding a previous lease issue.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 968-24 approved.

- e. Resolution No. 969-24 – Authorizing the Mayor or City Manager to purchase real property on the 1300 Block of Lee Street East adjacent to Charleston Fire Department Station 1 for purchase prices totaling \$295,000, as shown in the attached Purchase and Sale Agreements and to execute all necessary documents in order to finalize the purchase, including the payment of any necessary closing costs of up to \$15,000.

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

The Mayor or City Manager is hereby authorized to purchase real property on the 1300 Block of Lee Street East adjacent to Charleston Fire Department Station 1 for purchase prices totaling \$295,000, as shown in the attached Purchase and Sale Agreements, and to use such property for the construction of a Fire Department Headquarters. The Mayor or City Manager are further authorized to expend up to \$15,000 in closing costs necessary to finalize the transfer of property.

Mishoe added that the Public Safety Center Study did not recommend that Police and Fire be housed in the same facility. As such, this and the following two resolutions are for the consolidation of the Fire Department under one roof. The resolutions are to purchase property that would include administration offices, a training center and a wellness center, as well as for the design and construction.

Councilmember Robinson confirmed with Mishoe that the money for this entire project will be paid with ARPA funds.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 969-24 approved.

- f. Resolution No. 970-24 – Authorizing the Mayor or City Manager to enter into a contract with KZF Design, Inc. for the provision of architectural design, engineering, and construction management services for a new Charleston Fire Department administrative, training, and wellness headquarters.

Now, therefore, 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 KZF Design, Inc. for the provision of architectural design, engineering, and construction management services for a new Charleston Fire Department administrative, training, and wellness headquarters.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 970-24 approved.

- g. Resolution No. 971-24 – Authorizing the Mayor or City Manager to enter into a contract with The Thrasher Group, Inc. for phase one of the renovation project of the Charleston Fire Department’s eight fire stations, with this phase including a condition assessment and creation of base plans for each station.

Now, therefore, 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 The Thrasher Group, Inc. for phase one of the renovation project of the Charleston Fire Department’s eight fire stations, with this phase including a condition assessment and creation of base plans for each station.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 971-24 approved.

- h. Resolution No. 972-24 – Authorizing the Mayor or City Manager to purchase a total of twenty model year 2025 Ford Interceptors from Stephens Auto Group, including seventeen for the Charleston Police Department and three for the Charleston Fire Department, at a price of \$44,143.00 each pursuant to a competitive bid process.

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 twenty model year 2025 Ford Interceptors from Stephens Auto Group, including seventeen for the Charleston Police Department and three for the Charleston Fire Department, at a price of \$44,143.00 each pursuant to a competitive bid process.

Mishoe added that the City received one response from the competitive bid. The vehicles are part of the regular replacement schedules for both Departments.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 972-24 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 973-24

Introduced in Council:

June 3, 2024

Adopted by Council:

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Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 973-24 – Authorizing the Mayor or City Manager to purchase a total of nine Jeep
2 Grand Cherokees from Stephens Auto Group, for Fleet Services, at a total cost of \$363,060 or
3 \$40,340 per vehicle pursuant to a competitive bid process.

4

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

6

7 That the Mayor or City Manager is authorized to purchase a total of nine Jeep Grand Cherokees
8 from Stephens Auto Group, for Fleet Services, at a total cost of \$363,060 or \$40,340 per vehicle
9 pursuant to a competitive bid process.

Selection was successfully advertised.

Status: Advertised | Bids: 0

Update Advertisement Withdraw Advertisement More

Attachment List

Downloadable attachments that you provide to bidders as part of the solicitation.

Bid Bond

A bid bond form that provides surety verification.

Build Your Own

This is a custom Build Your Own component.

Envelopes

The information supplied in this component is used to generate the bid envelope. The bid should be out before the bid is opened.

Item List

A list of bidable items. You define the quantity, description and units.

General Info

Click here to disable Q & A notifications for this solicitation.

Number

2024-26 Ford Explorer SUV Vehicles

Deadline

05/26/2024 10:00 AM EDT

Auto Advertise

Description

The City of Charleston on behalf of its Fleet Department is seeking bids for the purchase of Ford Explorer SUV vehicles (or equal). The following should be an outline of service components and installation requirements. The completed vehicles should be turn-key, including all vendor provided equipment and materials, and fully operable at delivery per the bid specification.

Allow zero unit prices and labor?

Yes

Allow negative unit prices and labor?

Yes

Allow Electronic Signatures?

Yes

Allow vendors to ask questions?

Yes

Restricted?

No

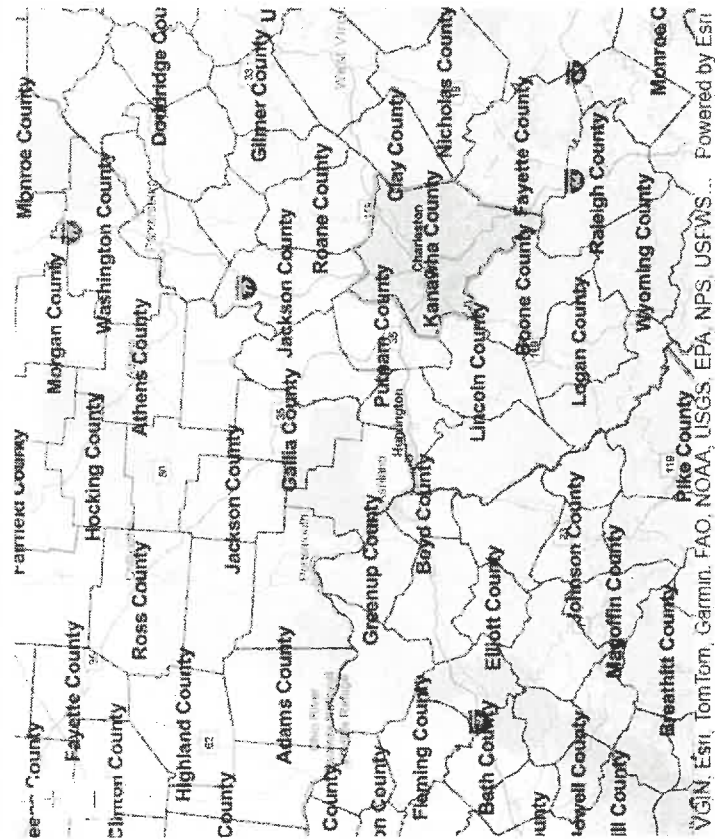
Mark solicitation as an RFP?

No

Locations (1)

1 Locations Listed

Kanawha, West Virginia



Invited Vendors

Business Name

Stephens Auto Center Address PO Box 278 Danville, WV 25053 Phone 304-369-2411 Ext. 33

No Vendors found

Q & A

Deadline

05/21/2024 03:00 PM EDT

Remarks

No questions have been asked

ATTACHMENT LIST

Order	Name	Description
1	2024 Ford Explorer.pdf (104 KB)	
2	INFORMATION FOR BIDDERS-Ford Explorer SUV Vehicles.pdf (170 KB)	
3	Terms and Conditions.pdf (149 KB)	
4	Purchasing Affidavit.pdf (272 KB)	
5	Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB)	OPTIONAL

5 Attachments

ADDENDUM ACKNOWLEDGMENT

Click "+" to add addenda. If no addendum, type "N/A"

Addendum Number:

Date of Acknowledgment:

EXCEPTIONS AND DEVIATIONS

Optional. Vendor is not required to complete.

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

Enter exceptions and deviations below.*

BID AND PROPOSAL FORM (1 OF 3)

I agree to supply the materials and perform the services as detailed in this solicitation, including accepting the terms and conditions associated with it.

Accepted

I acknowledge that I have read the solicitation carefully and agree to its terms.*

BID AND PROPOSAL FORM (2 OF 3)

Search for Item Code or Description

Order	Description	Quantity	Alternate	Optional	Fixed (Unit Price)	Unit Price
Alternates are not included in bid total.						
1	2024 Ford Explorer SUV (white)	9.00	x	x	x	
1 item	Jeep Grand Cherokee					

\$40,340.00 X9

Total \$363,060.00

■ BID AND PROPOSAL FORM (3 OF 3)

Edit More

Local Vendor Preference -- By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on the "Information for Bidders" document attached to this solicitation.*

Business & Occupation Tax -- By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on the "Information for Bidders" document attached to this solicitation.*

Equal Employment Opportunities -- I acknowledge and agree that in the performance of any City contract, the vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.*

Authorized Bidder's Signature: *M.W. Ballard* Title: *Fleet Manager*

Date: *5-21-24*

Company Name: *Stephens Auto Center*
Address: *PO Box 278 Danville, WV 25053*

Telephone Number: *304-369-2411* Fax Number: *304-369-2490*

Email Address: *mballard@stephensauto.com*

LIST OF STOCKHOLDERS

Provide a list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

If attaching PDF copy of List of Stockholders, type "Attached" in the fields below

Click "+" to add Stockholders. If none, type "N/A."

Stockholder Name:	Stockholder Address:
Richard Stephens	115 Potterfield Dr. 25314 Charleston, WV
Mike Ballard	141 Franklin Ave 25130 Madison, WV
Paula Ballard	141 Franklin Ave 25130 Madison, WV
Chase Barton	140 Ingersoll Dr. 25901 Oak Hill, WV

VENDOR PROTESTS

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the **City Manager's Office, Attention: Benjamin Mishoe 501 Virginia Street East, Room 101; Charleston, WV 25301.**

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The Protestor's name, address, telephone number, and fax number;
2. The solicitation number;
3. A detailed statement of the legal and/or factual grounds for the protest;
4. Copies of all relevant and supporting documentation, if necessary; and
5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction, if the merits have previously been decided by a court of competent jurisdiction, or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the **date of receipt of the written response to the protest by Selected Vendor**, provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision. In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest, provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. The decision of the city manager is final and is not appealable. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature: 

Date: **5-21-24**

Required Document List

Edit More

Name	Description	Omission Terms
Cashier's Check, Certified Check or Paper Bid Bond	Please upload a copy of Bidder's Cashier's Che	I am verifying my bid bond electronically
List of Stockholders	Please upload a copy of Bidder's List of Stockh...	I have no Stockholders or have provided my Lis...
Additional Upload Space	Upload additional documents.	I do not need to upload additional documents.
3 Required Documents		

Intent

The City of Charleston desires to purchase of new **2024 Ford Explorers (or equal)**. No further equipment is being sought by the City of Charleston.

MANDATORY SPECIFICATIONS

The details contained in the following specifications are not designed to exclude any vendor from bidding but are offered as a means of describing the needs of the City of Charleston. The vehicles provided in the bid must be manufacturer specific to Ford (or equal) and equipped with the listed options including.

The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the City of Charleston. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

1. 2024 Ford Explorer (or equal) *Jeep Grand Cherokee*
2. Colors: white ✓
3. Interior: Cloth ✓
4. Model/Engine: 3.0L V6 Engine Direct Injection AWD *3.6*
5. Transmission: 10 speed Auto Transmission ✓
6. All other standard equipment included per Ford manufacturer. ✓
7. Warranty: Manufacturer's warranty shall apply. ✓

INFORMATION FOR BIDDERS

- **Local Vendor Preference**

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

- (1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.
- (2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

- **Business & Occupation Tax**

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

- **Paper Bidding**

Electronic bid submission is preferred, but the City will also accept paper bids.

Receipt and Opening of Bids

Sealed bids will be received by the City Manager until **Tuesday, May 28, 2024, 10:00 a.m.** The bid opening will be held immediately following in the City Manager's office.

Preparation of Bid

Each bid must be submitted in a sealed envelope with the following information marked on the outside: **name of bidder, address, project name, and bid opening date and time.**

For the bid to be considered timely, it must be received by the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301, by the established deadline. Vendors may hand deliver or mail their submissions to the aforementioned address. All documents in bid packet must be signed, dated and notarized where applicable or the bid may be disqualified.

Questions regarding the submission of paper bids should be directed to Jamie Bowles, Purchasing Director, at Jamie.Bowles@cityofcharleston.org or by calling 304-348-8014.

**GENERAL TERMS AND CONDITIONS
FOR
SERVICE AGREEMENTS**

These General Terms and Conditions apply to Service Agreements entered into between the City and Vendor and dominate over any competing terms made a part of the Service Agreement.

1. **DISPUTE RESOLUTION, JURISDICTION AND VENUE** – Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by City's governing body during a public meeting.
2. **NO INDEMNITY** – Any clause requiring the City to indemnify, defend or hold harmless any party is hereby deleted in its entirety. Any language requiring the City to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.
3. **GOVERNING LAW** – The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the Agreement requiring the City to pay taxes are deleted. As a political subdivision of the State, the City is exempt from Federal, State, and local taxes and will not pay taxes for Vendor or any other party, including individuals, nor will the City file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** – Any references to prepayment are deleted. Payments for goods or services will be in arrears only upon receipt of a proper invoice, detailing the goods or services provided or receipt of the goods or services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly or annually in advance.
6. **INTEREST** – Any language imposing any interest or charges due to late payment are deleted.

7. **RECOUPMENT** – Any language in the Agreement waiving the City's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** – Services performed or goods provided under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by City Council or otherwise being available for the goods or services. In the event funds are not appropriated or otherwise available for the goods or services, the Agreement shall terminate without penalty on the next occurring June 30. After that date, the Agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the City may bring suit against Vendor or any lessor, individual, or other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the City's right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted.
11. **ATTORNEY FEES AND OTHER COSTS** – The City shall not be responsible for payment of attorney's fees, costs of collection, or court costs of Vendor or of any lessor, individual or other party. Any different or conflicting provisions in the Agreement are invalid, null and void, and are deleted.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the City reserves the right to assign the Agreement to another City agency, board or commission upon thirty (30) days written notice to the Vendor. Vendor agrees not to assign the Agreement to any person or entity without the City's prior written consent, which will not be unreasonably delayed or denied.
13. **LIMITATION OF LIABILITY** – Any provision limiting the Vendor's liability for direct damages to person or property or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the Agreement is hereby deleted. In addition, any limitation of Vendor's liability is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – City shall have the right to terminate the Agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** – Any provision requiring the City to pay a fixed amount or liquidated damages upon termination or cancellation of the Agreement is hereby deleted. The City may only agree to reimburse Vendor for actual costs incurred or losses sustained

during the current fiscal year due to termination by the City prior to the end of any current agreement term.

16. **RENEWAL** – Any reference to automatic renewal, modification, or extension of the Agreement is hereby deleted. The Agreement may be renewed only upon authorized and mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the City to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession upon default and with notice.
19. **NO WAIVER** – City does not waive and expressly preserves its right to due process and any and all immunities afforded the City under West Virginia State law. Any provision requiring the City to waive any rights, claims or defenses is hereby deleted.
20. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
21. **DELIVERY** – All deliveries under the Agreement will be FOB destination unless the City expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
22. **CONFIDENTIAL INFORMATION** – Vendor acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the “Freedom of Information Act”) and W.Va. Code § 6-9A-1 *et seq.* (the “Open Governmental Proceedings Act”). Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Agreement are hereby deleted. City contracts are public records under the Freedom of Information Act and public procurement laws. This Agreement and other public records may be disclosed without notice to the Vendor at the City’s sole discretion. Any provision regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with the Freedom of Information Act and incorporated into the Agreement through a separately approved and signed non-disclosure agreement.
23. **WARRANTIES** – Any reference to the waiver or exclusion of any specific or general warranties of merchantability or warranties of fitness or any other warranties are hereby deleted.
24. **PRICING ADJUSTMENTS** – To the extent the Agreement contains any provision allowing Vendor to escalate or otherwise increase prices or costs for services as set forth in the Agreement, no such provision shall be valid or enforceable. No prices or costs may be

increased by Vendor until and unless notice of proposed increase is provided to City by Vendor and agreed to in writing by City.

25. **THIRD-PARTY SOFTWARE** – If this Agreement contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of these General Terms and Conditions or that it has the authority to modify such third-party software's terms and conditions to be subordinate to these General Terms and Conditions. The Vendor shall indemnify and defend the City against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, these General Terms and Conditions.
26. **AMENDMENTS** – All amendments, modifications, alterations or changes to the Agreement shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted. No amendment, modification, alteration or change may be made to these General Terms and Conditions without the authorized and express written approval of the Mayor of the City of Charleston.
27. **LIABILITY OF INDIVIDUALS** – The Parties agree that the Agreement shall be not construed to extend any personal liability to individuals executing or administering the Agreement on behalf of City or Vendor. Notwithstanding, this provision shall not be construed to prevent Vendor or City from taking any and all legal action against any individual who commits fraud related to this Agreement.

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will 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 a 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 the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Stephens Auto Center

Authorized Signature: M. W. Ballard Date: 5-21-24



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: Stephens Auto Center

Authorized Signature: M. W. Ballard Date: 5-21-24
Michael W. Ballard
(Printed Name and Title)

State of WV

County of Boone, to wit:

Taken, subscribed, and sworn before me this 21st day of May, 2024.



[SEAL]

Tina M Francis
Notary Public

My Commission expires November 16, 2027.

Name of Procurement: _____ Bid Opening Date: _____



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

09/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reschini Agency, Inc. 922 Philadelphia Street P.O. Box 449 Indiana PA 15701	CONTACT NAME: Jeanette Marcus, CISR PHONE (A/C, No, Ext): (724)349-1300 FAX (A/C, No): (724)349-1446 E-MAIL ADDRESS: jmarcus@reschini.com
INSURED Boone Motor Sales, Inc., DBA: Stephens Auto Center PO Box 278 107 Stephens Dr Danville WV 25053	INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES PROD / CUSTOMER ID: 00004408

CERTIFICATE #: 23-24 Garage Liability REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GARAGE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y	63P100154-02	08/08/2023	08/08/2024	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000
	☐ GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS					☒ COMP / OTC SPECIFIED PERILS LOC 7 \$ 500,000 ☒ COLLISION LOC \$ LOC 7 \$ 500,000
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		63P100154-02	08/08/2023	08/08/2024	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ Identity Recovery \$ 25,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000		63U400146-02	08/08/2023	08/08/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 PER STATUTE ☐ OTH-ER ☐
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Auto Inventory Limit		63P100154-02	08/08/2023	08/08/2024	Blanket Coverage 1,525,000 Deductible 10,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia
2019 Washington Street East

Charleston

WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
☒ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. ☒ **Application is made for 2.5% vendor preference for the reason checked:**
☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. ☒ **Application is made for 5% vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. ☐ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. ☐ **Application is made for reciprocal preference.**
☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Stephens Auto Center

Signed: M.W. Ballard

Date: 5-21-24

Title: Fleet Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Resolution No. 974-24

Introduced in Council:

June 3, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 974-24 – Authorizing the Mayor or City Manager to enter into a Microsoft Enterprise Agreement with Crayon Software Experts LLC in the amount of \$118,051.87 per year to provide various Microsoft software licenses necessary for the ongoing business of the City, where the amount will remain fixed for the next three years, and where the vendor and purchase price were determined through a competitively-sourced statewide contract.

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

That the Mayor or City Manager is authorized to enter into a Microsoft Enterprise Agreement with Crayon Software Experts LLC in the amount of \$118,051.87 per year to provide various Microsoft software licenses necessary for the ongoing business of the City, where the amount will remain fixed for the next three years, and where the vendor and purchase price were determined through a competitively-sourced statewide contract.



INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$5,000 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON
Purchase Request

Date: _____

To: CITY MANAGER,

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

Purchase justification: _____

If approved, the total purchase price will be: _____

(Check One)

- ☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
- ☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

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

- | | | |
|----|-------|-----------------------|
| 1. | _____ | 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.

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) _____

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.

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

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

City Manager Approval: _____ Date: _____



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: 04-23-2024

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 LAR24 1	Procurement Folder:	1395109
Document Name:	LAR24:Statewide Contract for Microsoft Licensing & Services	Reason for Modification:	
Document Description:	LAR24: Statewide Contract for Microsoft Licensing & Services	Award of CRFQ SWC2400000005	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-04-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-03-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000017790 CRAYON SOFTWARE EXPERTS LLC 12221 MERIT DR STE 1400 DALLAS TX 75251 US Vendor Contact Phone: 469-329-0266 Extension:	Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov																				
Discount Details:	24 FILE LOCATION _____																				
<table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

5-2-24 6L

Total Order Amount:

Open End

Purchasing Division's File Copy

TLW 4/23/24

PURCHASING DIVISION AUTHORIZATION
DATE: 5/22/24
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: John S. Gray
ELECTRONIC SIGNATURE ON FILE

5/12/24

ENCUMBRANCE CERTIFICATION
DATE: 5-7-24
ELECTRONIC SIGNATURE ON FILE

Extended Description:
LAR24 - STATEWIDE CONTRACT FOR MICROSOFT LICENSING AND SERVICES

This Statewide Open-end Contract with Crayon Software Experts, LLC, is to provide Microsoft Licensing and Services to all agencies in the State of West Virginia via the attached Specifications, Terms and conditions, Bid Requirements, Amendment_1 dated 03/21/2024 all incorporated by reference and made apart hereof.

Effective Dates: April 1, 2024 - March 31, 2027

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Microsoft Licensing and Services

Extended Description:
Statewide Contract for Microsoft Licensing and Services:
Entire Microsoft Licensing Catalog
Discount Percentage - 19.30%

See attached documentation.

	Document Phase	Document Description	Page 3
LAR24	Draft	LAR24: Statewide Contract for Microsoft Licensing & Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



City of Charleston

Quote Date: 5.24.2024

City of Charleston
Attn: Larry Vernati
larry.vernati@cityofcharleston.org

Agreement Information		
Contract Type	# of Years	Coverage Period
Enterprise	3	7/1/2024-6/30/2027

Quote for EA Renewal

Part#	Product Description	Quantity	Annual Unit Price	Extended Price
Year 1 - Coverage 7/1/2024-6/30/2025				
Enterprise Products - Monthly Subscriptions				
U4S-00002	O365 G1 GCC Sub Per User	300	\$ 98.58	\$ 29,574.00
AAA-11894	O365 G3 GCC Sub Per User	350	\$ 250.13	\$ 87,545.50
Additional Products - Monthly Subscriptions				
SFR-00001	Power Automate GCC Sub Per User	1	\$ 163.13	\$ 163.13
7MS-00001	Project P3 GCC Sub Per User	1	\$ 272.12	\$ 272.12
Additional Products - Licenses and Software Assurance				
359-00961	SQL CAL ALng SA User CAL	5	\$ 37.12	\$ 185.60
228-04433	SQL Server Standard ALng SA	1	\$ 156.56	\$ 156.56
9EM-00270	Win Server Standard Core ALng SA 2L	8	\$ 19.37	\$ 154.96
Year 1 Total				\$ 118,051.87

Part#	Product Description	Quantity	Annual Unit Price	Extended Price
Year 2 - Coverage 7/1/2025-6/30/2026				
Enterprise Products - Monthly Subscriptions				
U4S-00002	O365 G1 GCC Sub Per User	300	\$ 98.58	\$ 29,574.00
AAA-11894	O365 G3 GCC Sub Per User	350	\$ 250.13	\$ 87,545.50
Additional Products - Monthly Subscriptions				
SFR-00001	Power Automate GCC Sub Per User	1	\$ 163.13	\$ 163.13
7MS-00001	Project P3 GCC Sub Per User	1	\$ 272.12	\$ 272.12
Additional Products - Licenses and Software Assurance				
359-00961	SQL CAL ALng SA User CAL	5	\$ 37.12	\$ 185.60
228-04433	SQL Server Standard ALng SA	1	\$ 156.56	\$ 156.56
9EM-00270	Win Server Standard Core ALng SA 2L	8	\$ 19.37	\$ 154.96
Year 2 Total				\$ 118,051.87

Part#	Product Description	Quantity	Annual Unit Price	Extended Price
Year 3 - Coverage 7/1/2026-6/30/2027				
Enterprise Products - Monthly Subscriptions				
U4S-00002	O365 G1 GCC Sub Per User	300	\$ 98.58	\$ 29,574.00
AAA-11894	O365 G3 GCC Sub Per User	350	\$ 250.13	\$ 87,545.50
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228-04433	SQL Server Standard ALng SA	1	\$ 156.56	\$ 156.56
9EM-00270	Win Server Standard Core ALng SA 2L	8	\$ 19.37	\$ 154.96
Year 3 Total				\$ 118,051.87

Total Years 1-3	\$ 354,155.61
-----------------	---------------

Pricing is valid through the end of the month of the quote date

All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.

Remit to Address:
Crayon Software Experts, LLC
Attn: Finance Manager
12221 Merit Drive, Suite 1400
Dallas, TX 75251
Phone: 469-329-0290
finance.us@crayon.com

Send PO:
sled.us@crayon.com

Bill No. 8033

Introduced in Council:

May 6, 2024

Adopted by Council:

Introduced by:

Jeanine Faegre

Referred to:

**Municipal Planning Commission
Finance Committee
Planning, Streets and Traffic**

Bill No. 8033 - A Bill closing, abandoning, and discontinuing as a public right of way a 10-foot strip of land across lot 6 of the Woodrum Addition that is used as a public walkway, which is located on Tax Map 13, parcel 119.2, Charleston West District, Kanawha County, West Virginia.

BE IT ORDAINED BY THE CITY COUNCIL OF CHARLESTON, WEST VIRGINIA

1. A parcel of land being a 10-foot-wide right-of-way, as shown on map entitled “Exchange of Lands Between The City of Charleston and Gay Marie Watson” dated July 1986, as recorded in Deed Book 2135 at page 275 of the Kanawha County Public Registry, situate in the municipality of the City of Charleston, South Annex District, Kanawha County, West Virginia, and attached hereto as Exhibit A. The right of way is more particularly described as follows:

BEGINNING in the southerly right-of-way line of Lower Chester Road; thence leaving said southerly right-of-way line of Lower Cheater Road and running in a direction towards Washington Street, West S 06°11'59.9" E 12.04 feet to a point; thence S 05 °26'31.08" W 78.265 feet to a point; thence S 80°27'2.3 W 46.604 feet to a point; thence N 87 °10'20" W 71.46 feet to a point; thence N 82 °15' W 16 feet to a point; and being the center line of a 10 foot strip of land across lot 6 of the Woodrum Addition, and having an area of approximately 2247 square feet.

2. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying from the City of Charleston, a West Virginia public body, to Jerry Lacy Jr, all rights, title and interest in and to said real property as described in Section 1 above, for the consideration One Hundred Dollars and no cents (\$100.00).

3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Bill No. 8034

Introduced in Council:

May 6, 2024

Introduced by:

Michael Ferrell

Adopted by Council:

Referred to:

**Municipal Planning Commission
Planning, Streets and Traffic Committee
Finance Committee**

Bill No. 8034 - A Bill closing, abandoning, and discontinuing as a public right-of-way a 10 ft alley across block 12 of the JB Walker Addition, adjacent to Tax Map 25 Parcels 366, 367, 368, 375, 376, 377 Charleston West District, Kanawha County, West Virginia.

BE IT ORDAINED BY THE CITY COUNCIL OF CHARLESTON, WEST VIRGINIA

1. The public right-of-way located between Lots 20, 19 and 18, Block 12, and along Lots 10, 9, 8, and 7 situate in Charleston West District, Kanawha County, West Virginia, as show on the map entitled "PLAT SHOWING A PROPOSED ABANDONEMENT OF PART OF A 10' ALLEY IN BLOCK 12, J.B. WALKER ADDITION TO WEST CHARLESTON IN THE CITY OF CHARLESTON KANAWHA COUNTY, WEST VIRGINIA PREPARED FOR RANDOLPH STREET BAPTIST CHURCH SCALE: 1"= 30' MARCH 2, 2024," prepared by William R. Gunnoe, dated March 2, 2024, and attached hereto as Exhibit A. The alley is more particularly described as follows:

BEGINNING at a point at the intersection of two ten foot wide alleys at the easternmost corner of Lot 20, Block 12 of the J.B. Walker Addition to West Charleston as presently owned by Fleming Commercial Properties, LLC in Deed Book 2816, Page 445, thence N35-00 W 120.00 feet, running with the said alley and Lots 20, 19 and 18 of Block 12 to a point at the common corner of Lots 17 and 18 of said Block 12; thence N55-00E 10.00 feet, leaving the said Lots 17 and 18 and crossing the said 10 foot alley to a point at the corner of Lots 10 and 9 of said Block 12 as owned by Fundamental Baptist Church in Deed Book 266, Page 87; thence S35-00E 120.00 feet, leaving the said Lot 10 and running with the said alley along Lots 9, 8 and 7 to a point at the intersection of the aforementioned two 10 foot alleys, also a corner of property owned by Randolph Street Baptist Church in Deed Book 979, Page 399 and Deed Book 1143, Page 39; thence S55-00W 10.00 feet, leaving the said Lot 7 and running across the said alley to the point of beginning, containing in all approximately 1,200 square feet.

2. The City of Charleston hereby reserves a sanitary and storm sewer easement for the full width and length of the above-described right of way for the purpose of construction, maintenance, repair and removal of sanitary and storm sewer lines. No person shall construct improvements or take any other actions which would interfere with this easement, or alter the

present surface profile or contour of the subject right of way by more than one (1) foot without written permission of the City Engineer and the Charleston Sanitary Board.

3. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying to Randolph Street Baptist Church and their successors, all rights, title and interest in and to said real property as described above for the consideration of Three Thousand Six Hundred Dollars and no cents (\$3,600.00).