

CHARLESTON CITY COUNCIL

Regular Meeting

September 3, 2024

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 9-3-2024

PROCLAMATIONS

1. 9-3-2024

COMMUNICATIONS

1. 9-3-2024

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 24-006 - Authorizing settlement of a pending claim against the City by Angela Ryerson as contained in Claim #021905.
2. Resolution No. 24-007 - Authorizing the Mayor or City Manager to renew a 20-year lease agreement with the Federal Aviation Administration for a small circle of land on the

southeasterly side of Spring Hill Cemetery for the continued placement of a FAA tower.

3. Resolution No. 24-008 - Authorizing the Mayor or City Manager to enter into a contract with THP Limited, Inc. for various repairs at the City's six municipally owned parking garages.
4. Resolution No. 24-009 - Authorizing the Mayor or City Manager to purchase 2 new street sweepers from West Virginia Tractor Company as part of the regular inventory schedule.
5. ~~Resolution No. 24-010 - Authorizing the Mayor or City Manager to purchase various client supplies for the CARE Office's Quick Response Team from the Bob Barker Company Incorporated.~~ REMOVED 9-3-2024
6. Resolution No. 24-011 - Authorizing the Mayor or City Manager to enter into a three-year contract with Segra to provide phone services and equipment for all City departments and locations.
7. Resolution No. 24-012 - Authorizing the Mayor or City Manager to purchase emergency lights, light bars and accessories for the Charleston Police Ford Fleet from Rocky Fork Enterprizes, LLC.
8. Resolution No. 24-013 - Authorizing the Mayor or City Manager to enter into an agreement with Rocky Fork Enterprizes, LLC to install new emergency equipment in 2025 Ford Interceptors for the Charleston Police Department.

REPORTS OF OFFICERS

1. 9-3-2024

NEW BILLS

1. 9-3-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE SEPTEMBER 16, 2024 AT 7:00 PM.

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

Resolution No. 24-006:

Introduced in Council:

September 3, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance Committee

Resolution No. 24-006 - Authorizing settlement of a pending claim against the City by Angela Ryerson related to a July 28, 2023 incident where a City driven vehicle collided with the claimant's vehicle and the City driven vehicle was found to be at fault, as contained in Claim #021905, as recommended by the City Solicitor.

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

That the City Council hereby authorizes and approves the settlement of a pending claim against the City by Angela Ryerson, as contained in Claim #021905, in the amount of \$55,000.00, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claim.

Resolution No. 24-007

Introduced in Council:

Adopted by Council:

September 3, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 24-007 - Authorizing the Mayor or City Manager to renew a twenty-year lease
2 agreement with the Federal Aviation Administration ("FAA") for a small circle of land on the
3 southeasterly side of Spring Hill Cemetery for the continued placement of a FAA tower.

4
5 Be it Resolved by the Council of the City of Charleston, West Virginia:

6
7 That the Mayor or City Manager is hereby authorized to renew a twenty-year lease agreement
8 with the Federal Aviation Administration ("FAA") for a small circle of land on the southeasterly
9 side of Spring Hill Cemetery.

OFF-AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF CHARLESTON

FAA CONTRACT NO: 69435Z-24-L-00038
ATID/FACILITY TYPE: CRW / LLWAS SW REMOTE
LOCATION: CHARLESTON, WEST VIRGINIA 25330

1. Preamble (09/2021) 6.1.1

This Lease for real property is hereby entered into by and between the City of Charleston, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. Definitions (09/2021) 6.1.1-1

For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. Succeeding Contract (09/2021) 6.1.2

This contract succeeds DTFAEA-05-L-00061 and all other previous agreements between the parties for the property described in this document.

4. Lease Witnesseth (09/2021) 6.1.3

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. Description of Premises (09/2021) 6.1.4-3

This contract covers the following described property, hereinafter referred to as the premises: described in EXHIBIT A, which is attached and made part hereof.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

D. The Government reserves the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

Purpose (09/2021) 6.1.5

It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

6. Legal Authority (09/2021) 6.2.1

This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

7. Term (09/2021) 6.2.3

To have and to hold, for the term commencing on October 1, 2024, and continuing through September 30, 2044, inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

8. Consideration (No Cost) (09/2021) 6.2.4-4

The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises.

9. Termination (01/2023) 6.2.5

The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

10. Excuse (09/2021) 6.2.5-3

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

- i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
- ii. acts of the public enemy,
- iii. acts of the Government in either its sovereign or contractual capacity,
- iv. pandemic, epidemic, or quarantine restrictions,
- v. strikes, and
- vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
- ii. the conditions of the property prevent performance;
- iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
- iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

11. Binding Effect (09/2021) 6.2.6

The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and

relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

12. Holdover (07/2023) 6.2.12

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

13. RE Clauses Incorporated by Reference (09/2021) 6.3.0

This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
- B. **Assignment of Claims (09/2021) 6.3.0-3**
- C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
- D. **Contingent Fees (09/2021) 6.3.0-5**

14. Title to Improvements (09/2021) 6.3.5

Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

15. Funding Responsibility for FAA Facilities (09/2021) 6.3.6

The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

16. Changes (07/2023) 6.3.8

- A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
 - i. Work or services;
 - ii. Facilities or space layout;

- iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
- B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
- i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
- C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.
- D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
- E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

17. No Waiver (09/2021) 6.3.17

No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

18. Restoration (09/2021) 6.3.18-1

- A. The Government shall surrender possession of the premises upon vacation of the premises. The Government at its option shall either:
- i. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this contract or any preceding contract (ordinary wear and tear, damage by natural elements or by circumstances over which the Government has no control, excepted) or,
 - ii. The Government may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the contractor, so long as it is determined by the RECO to be in the best interests of the Government or,
- B. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.
- C. Nothing in this contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

19. Quiet Enjoyment (09/2021) 6.3.25

The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

20. Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26

If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

21. Interference (09/2021) 6.3.28

In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.

If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.

Notification under this clause must include the following information, if known:

- A. type of interference,
- B. the commencement date of the interference, and
- C. the root cause of the interference.

22. Hold Harmless (01/2024) 6.3.30

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

23. Compliance with Applicable Laws (01/2023) 6.3.31-1

This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

24. Subordination, Nondisturbance and Attornment (09/2021) 6.3.33

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if

acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

25. Notification of Change in Ownership or Control of Land (10/2022) 6.3.34

If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

26. Integrated Agreement (09/2021) 6.3.36

This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

27. Unauthorized Negotiating (09/2021) 6.3.37

In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

28. Contract Disputes (09/2021) 6.3.39

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- ii. The contract number and the name of the Contracting Officer;
- iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- iv. All information establishing that the contract dispute was timely filed;
- v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
- vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or
ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

29. Clearing/Disposing of Debris (09/2021) 6.3.41

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

30. Road Maintenance (01/2023) 6.3.42-1

The Government shall have the right, but not the obligation, to maintain and/or reconstruct the existing access road. All road maintenance/construction shall be of the most economical type that will provide satisfactory and safe transportation of personnel, equipment and material in the type of weather and climatic conditions normally encountered at this location. The Government shall not maintain or contribute to the maintenance of said access road beyond Government standards or requirements.

31. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

32. Hazardous Substance Contamination (09/2021) 6.8.1

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

33. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable,

Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) 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);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and

biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an

entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

34. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for

covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

35. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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.
Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or

service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents

that that it [] does, [] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any

factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

36. Notices (09/2021) 6.10.1

All notices/correspondence must be in writing, reference the Contract number 69435Z-24-L-00038, and be addressed as follows:

TO THE CONTRACTOR:

City of Charleston

P. O. Box 2749

Charleston, West Virginia 25330-2749

TO THE GOVERNMENT:

Federal Aviation Administration

Real Estate Branch-AAQ-910

1701 Columbia Avenue

College Park, Georgia, 30337-2714

37. Signature Block (09/2021) 6.10.3

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF CHARLESTON

By: _____

Name: Benjamin Mishoe

Title: City Manager

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Name: Shirley A. Williams

Title: Real Estate Contracting Officer

Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	EXHIBIT A		1
2	Public Authorization Certificate		1
3	Certificate of Acknowledgement		1

EXHIBIT A

Beginning at a concrete line monument in the Southwesterly line of the Appalachian Power Company and the Southeasterly line of Spring Hill Cemetery; thence on a bearing of S 37°-45' -53" E, 620.28' to a point; Said point being the center of a circular area, having a 12-foot radius. The circular area enclosing the FAA LLWSAS property.

The plot of land measuring .010 acres, more or less.

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 20____, I _____
[insert name]

certify that I am the _____ of the
[insert title]

_____ named in the attached agreement; that
[insert name of State, County, Municipality, or other Public Authority]

_____ who signed said agreement on behalf of the
[insert name of person who signed the agreement]

_____ is
[insert name of State, County, Municipality, or other Public Authority]

_____ of said
[insert title of person who signed the agreement]

_____ ; and that said agreement was duly
signed
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of _____ by authority
of
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed _____

**Federal Aviation Administration
Real Estate & Utilities Group
Public Authorization Certificate- 09/2020**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ On this _____ day of _____,

20____, before me, _____,

[insert notary name]

the undersigned Notary Public, personally appeared _____,
[insert name of individual who signed the agreement]

known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledge that he/she executed the same for the purposes therein contained.

Notary Public Signature
Affix Seal Below

Federal Aviation Administration Real Estate & Utilities Group
Notary Acknowledgment 09-2020

Resolution No. 24-008

Introduced in Council:

Adopted by Council:

September 3, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 24-008 - Authorizing the Mayor or City Manager to enter into a contract with
2 THP Limited, Inc. in the amount of \$152,500.00 for the development, design, construction
3 document preparation, bidding, and construction oversight for various repairs at the City's six
4 municipally owned parking garages, where THP Limited, Inc. was previously selected through a
5 competitive procurement process.

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

8
9 That the Mayor or City Manager is hereby authorized to enter into a contract with THP Limited,
10 Inc. in the amount of \$152,500.00 for the development, design, construction document
11 preparation, bidding, and construction oversight for various repairs at the City's six municipally
12 owned parking garages.



April 18, 2024

Terri Allen, Director
City of Charleston – Parking System
612 Washington Street, East
Charleston, WV 25301

Subject: City of Charleston West Virginia
2024 Parking Garages Repairs
THP # 23191.00

Dear Ms. Allen,

Thank you for requesting a proposal from THP to provide consulting services for the City of Charleston 2024 Parking Garages Repairs. The project is based on completing the recommended scope of contractor work outlined in THP report dated March 5, 2024 as summarized below, with the associated reported construction budgets:

Parking Structure 1

1. Construction Budget: \$247,000.
2. Work focuses on Level 6 and 7 concrete and waterproofing repairs along with supplemental steel installations, stairs landing and tread repairs, and concrete and drainage repairs at the lower levels of the garage.

Parking Structure 2

1. Construction Budget: \$83,000.
2. Work focuses on slab and overhead concrete repairs at all levels, resetting double tee bearing pads, and repair of steel post bases at the exit ramp.

Parking Structure 3

1. Construction Budget: 784,000.
2. Work focuses on replacing the steel stair framing at the north and south stairs along with interior stair improvements, concrete repairs at the Level 2 to 3 middle bay, and installation of supplemental stair framing at the west stair.

Parking Structure 4

1. Construction Budget: 839,000.
2. Work focuses on replacing the steel stair framing at the north and east stairs along with interior stair improvements, replace broken barrier cables, and repair miscellaneous concrete deterioration at all levels.

Parking Structure 5

1. Construction Budget: \$42,500.
2. Work focuses on repair and anchoring the façade decorative metal pieces.

Parking Structure 6

1. Construction Budget: \$95,500.
Work focuses on repair and anchoring the façade decorative metal pieces, repair miscellaneous concrete deterioration at all levels, façade brick and concrete repairs, and installation of

Scope and Qualifications

THP will perform our services in accordance with generally accepted standards of professional care appropriate for the size, complexity, schedule, and other characteristics of this project. Basic design services will include the following:

Schematic Design/Design Development Phases:

- A. Meet with the City of Charleston staff to discuss repair needs in the garages. Work is anticipated to be based on recommendations for contractor scope as outlined in THP's recently completed assessment reports.
- B. Perform a site visit to the garages to review the following:
 - o Visual review of structural, waterproofing, stair, and façade elements planned for repairs relative to conditions noted in THP's recently completed assessment reports.
 - o Obtain quantities and dimensions for developing the repair documents.
- B. Develop preliminary drawings and specifications based on the findings from the garage survey.
- C. Develop preliminary opinion of probable construction costs.
- D. Verify the program, recommendations, finalize budget and schedule with the City of Charleston.

Construction Document Phase:

- A. Develop complete drawings and specifications for the restoration of the garages based on the approved program developed in the SD/DD phase.
- B. Develop complete project manual, utilizing the City of Charleston front end specifications, division 1 and technical specifications required for the approved repairs or replacement.
- C. Develop final opinion of probable construction costs.

Bidding:

- A. Attend pre-bid meeting.
- B. Answer bidder questions via addenda as needed.
- C. Assist the City of Charleston in the selection of the apparent successful bidder.
- D. During the bidding and award stage, incorporate Addenda information into the Contract Documents to provide a conformed set.

Construction Phase:

- A. Conduct a preconstruction meeting.
- B. Review submissions from the contractor.
- C. Review partial payment requests.
- D. Prepare field directives and change orders as requested.
- E. Provide miscellaneous correspondence to respond to the City of Charleston, contractors and other project related entities.
- F. Manage weekly conference call progress meetings.
- G. Provide up to 20 site visits during the construction administration visits to verify that the work is being installed in general conformance with the construction documents.
- H. Closeout Phase
 - o Review material warranties for conformance with specification requirements.

- Prepare Record Documents.

Qualifications:

- All drawings will be developed in CAD, and all deliverables will be in pdf format.
- Construction Phase Services are based on a maximum assumed 36 week project schedule.
- Lighting replacement in the stairs of Parking Structure 3 and 4 will be an allowance. The design of new lighting and conduit in the stair towers will be completed by the contractor's electrical consultant and coordinated directly with the City.
- Quality assurance testing during the construction period is not included in the proposal.
- Cost of a building permit is excluded.
- Special inspections required by the Building Code will be provided by a third party and are not included in the proposal.
- Hazardous material testing and design is not included in the proposal.
- Selective demolition required for review of hidden elements is not included in the proposal.
- All repair efforts will be based on conditions existing as of the date of the site visits, and assume the original design and construction met appropriate standards. Analysis of the structure for code compliance with original or present-day codes are excluded.

Fee:

THP propose to provide our Basic Consulting Services for the Lump Sum fee of \$152,500. The fee is inclusive of all travel and miscellaneous expenses. The fee is itemized below by garage:

1. Parking Structure 1	\$18,000
2. Parking Structure 2	\$6,500
3. Parking Structure 3	\$56,000
4. Parking Structure 4	\$61,000
5. Parking Structure 5	\$4,500
6. Parking Structure 6	\$6,500

Coverage of liability and professional practice insurance policies will be at THP's current limits.

Please let us know if you have questions regarding the recommended scope of services and fee or require any additional information. We are looking forward to working with the City of Charleston on this project.

Very truly yours,

THP Limited, Inc.



Anthony Mette, PE, SE, RWC
Principal

Cc : Andrew Thompson, City of Charleston

Resolution No. 24-009

Introduced in Council:

Adopted by Council:

September 3, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 24-009 - Authorizing the Mayor or City Manager to purchase two new Elgin Pelican three-wheel street sweepers from West Virginia Tractor Company in the amount of \$287,403.65 each, totaling \$574,807.30 for both, to replace street sweepers numbered 83 and 86 as part of the regular inventory schedule and as approved in FY24-25 budget, and where the price was determined through a competitively secured Sourcewell contract.

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

That the Mayor or City Manager is hereby authorized to purchase two new Elgin Pelican three-wheel street sweepers from West Virginia Tractor Company in the amount of \$287,403.65 each, totaling \$574,807.30 for both, to replace street sweepers numbered 83 and 86 as part of the regular inventory schedule and as approved in FY24-25 budget.



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

Replacing Street Dept Street Sweeper's
83 and 86
FY 2024-2025 Budget

Date: 8-9-24

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: TWO New
Elgin Pelican Threewheel Mechanical Sweeper's off Sourcewell
Contract. Elgin's Sourcewell number 093021-ELG

Purchase justification: This is on it regular Replacement Schedule
For FY 2024-2025 Budget

If approved, the total purchase price will be: \$287,403.65 x 2 = \$574,807.30

(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. | <u>WV Tractor (Elgin Dealer)</u> | Price Quote: $\frac{\$287,403.65}{2} = \$574,807.30$ |
| 2. | _____ | Price Quote: \$ _____ |
| 3. | _____ | Price Quote: \$ _____ |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

The apparent low-bid vendor *meeting specifications* is: WV Tractor Elgin

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 WV Tractor because:

This is getting purchased off the Sourcewell contract.
Elgin's Sourcewell contract number 093021-ELG

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: Ken O'Leary Department: Equipment Maintenance

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

Funds Approval: Aly Wade Date: 8/23/2024
Authorized Financial Officer

Account Number: 001-977-00-750-4-459 (Council Approval Required)

City Manager Approval: _____ Date: _____



Presents a

Proposal Summary

Pelican ®

Durable. Reliable. Easy-to-Use.
Three-Wheel Mechanical Sweeper.

For

CHARLESTON WV CITY OF



Pelican

Total Price: \$296,165.00

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Auxiliary Emissions Level	Tier 4f
Domicile	Continental USA
Horsepower	Ecoinfused 74

Brooms

Sidebroom Material	Steel Bristles with Polyethylene Segments(Standard)
Sidebroom Tilt Option Left Hand	Yes (Includes Indicator)
Sidebroom Tilt Option Right Hand	Yes (Includes Indicator)
Mainbroom Material	Single Wrap Polypropylene - Disposable

Conveyance & Hopper

Conveyor Stall Alarm	Yes
Hopper Coating Systems	Lifeline Hopper System
Dirt Shoes	Rubber
Lower Conveyor Roller Cleanout	Yes

Dust Control & Flush Systems

Fill Hose Length	16'8"
------------------	-------





Gauges and Indicators

In Cab Air Restriction Guage for Sweeper Engine	Yes
---	-----

Component Protection

Autolube	Midwest Autolube
Engine Pre-Cleaner	Yes

Lighting & Compliance

Backup Alarms	Federal Signal (Standard)
LED Arrowstick	Yes

Pelican Options

Radio Options	AM/FM/CD/Bluetooth With (2) Map Lights
Left Hand Seat	Air Ride Mid Back Vinyl
Mirrors	Unheated Unmotorized Mirrors
Right Hand Seat	Air Ride Mid Back Vinyl

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
John Deere Parts Manuals	1





John Deere Operators Manuals	1
Cummins Operators Manual	1

Tools/Toolbox

Fire Extinguishers	2.5 lbs
--------------------	---------

Paint & Decal

Paint Sweeper	Standard White
Elgin Logo	Red Logo



Sweeper Body (Before Discount):	\$292,045.00
Sourcewell Discount:	\$8,761.35
Chassis and Freight:	\$4,120.00
Total:	\$287,403.65

Product Model: Pelican
Proposal Date: 08-07-2024
Quote Number: 2024-75093
Price List Date: 08-01-2024

Customer Initials _____

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.



Page 5 of 9
Team Member : Michael
Grady
Tel :





TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANICALITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____



Pelican
Quote Number: 2024-
75093
Date: 08-07-2024

Page 9 of 9
Team Member : Michael
Grady
Tel :

Resolution No. 24-011

Introduced in Council:

Adopted by Council:

September 3, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 24-011 - Authorizing the Mayor or City Manager to enter into a three-year contract with Segra to provide phone services and equipment for all City departments and locations at a monthly amount not to exceed \$6,500.00, with the expected amount being \$6,088.86, where the price was determined pursuant to a competitively sourced contract with the State of West Virginia, and where the rates will be locked for the three-year term of the agreement.

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

That the Mayor or City Manager is hereby authorized to enter into a three-year contract with Segra to provide phone services and equipment for all City departments and locations at a monthly amount not to exceed \$6,500.00, with the expected amount being \$6,088.86, where the price was determined pursuant to a competitively sourced contract with the State of West Virginia, and where the rates will be locked for the three-year term of the agreement.



Detailed Proposal

Quote #: QUO-63616-W0X3B3

Account #: 154677240

Primary Contact Address	Primary Contact	Date of Proposal - 8/21/2024	AE - Kevin Leedy
CITY OF CHARLESTON		Valid for 30 days from this date	
1100 PENNSYLVANIA AVE	304-348-8048	Contract Term - 3 Year	
CHARLESTON, WV 25302			

Site 1					
1100 Pennsylvania Ave, Charleston, WV 25302					
Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Voice Services	POTS Line / Dynamic Line 1FB	2	\$80.00	\$160.00	\$0.00
Hosted Voice	Voice A-La-Carte / IP Fax	1	\$20.00	\$20.00	\$0.00
	Site Total			\$180.00	\$0.00

Site 2					
1 Twilight Dr, Charleston, WV 25311					
Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Hosted Voice	Voice A-La-Carte / IP Fax	1	\$20.00	\$20.00	\$0.00
	Site Total			\$20.00	\$0.00

Site 3					
915 Quarrier St, Charleston, WV 25301					
Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Voice Services	POTS Line / Dynamic Line 1FB	2	\$80.00	\$160.00	\$0.00
Hosted Voice	Voice A-La-Carte / IP Fax	2	\$20.00	\$40.00	\$0.00
	Site Total			\$200.00	\$0.00

Site 4					
105 McFarland St, Charleston, WV 25301					
Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Hosted Voice	Voice A-La-Carte / IP Fax	1	\$20.00	\$20.00	\$0.00
	Site Total			\$20.00	\$0.00

Site 5					
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CUSTOMER CARE 833.GO.SEGRA email: help@segra.com



Detailed Proposal

Quote #: QUO-63616-W0X3B3

Account #: 154677240

612 Washington St E, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Voice Services	POTS Line / Dynamic Line 1FB	1	\$80.00	\$80.00	\$0.00
Site Total				\$80.00	\$0.00

Site 6

1555 Farnsworth Dr, Charleston, WV 25311

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Hosted Voice	Voice A-La-Carte / IP Fax	1	\$20.00	\$20.00	\$0.00
Site Total				\$20.00	\$0.00

Site 7

200 Baker Ln, Charleston, WV 25302

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Hosted Voice	Voice A-La-Carte / IP Fax	1	\$20.00	\$20.00	\$0.00
Site Total				\$20.00	\$0.00

Site 8

1501 Jackson St, Charleston, WV 25311

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Hosted Voice	Voice A-La-Carte / IP Fax	1	\$20.00	\$20.00	\$0.00
Voice Services	POTS Line / Dynamic Line 1FB	1	\$80.00	\$80.00	\$0.00
Site Total				\$100.00	\$0.00

Site 9

808 Virginia St W, Charleston, WV 25302

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Voice Services	POTS Line / Dynamic Line 1FB	1	\$80.00	\$80.00	\$0.00
Site Total				\$80.00	\$0.00

Site 10

115 Lee St W, Charleston, WV 25302

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Voice Services	POTS Line / Dynamic Line 1FB	1	\$80.00	\$80.00	\$0.00
Site Total				\$80.00	\$0.00

Site 11
1410 Kanawha Blvd W, Charleston, WV 25387

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Hosted Voice	Voice A-La-Carte / IP Fax	1	\$20.00	\$20.00	\$0.00
Site Total				\$20.00	\$0.00

Site 12
501 Virginia St E, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
Hosted Voice	Voice A-La-Carte / Call Accounting	4	\$25.00	\$100.00	\$0.00
Hosted Voice	Voice A-La-Carte / IP Fax	8	\$20.00	\$160.00	\$0.00
Voice Services	POTS Line / Dynamic Line 1FB	7	\$80.00	\$560.00	\$0.00
Site Total				\$820.00	\$0.00

Total				\$1,640.00	\$0.00
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Account Promotions	Qty	No. of Months	Amount	Total
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*The pricing above does not include taxes or regulatory fees and surcharges, including facility access charges, network access charges, administration fee, 911 fees, TAP/TAM fees, universal service charges, and federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer. Prices quoted on this Proposal for telecom services are valid for 30 days from printed date. This is not an executable Agreement. The actual Agreement with executed signatures will have an Initial Term of Services commence on the Service Commencement Date described in the Commercial Terms and Conditions.

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com

Department	Location	Auto Attendant	C8851	C8851 w SC	Poly 220	Conf	Basic	Enhanced	Premium	Opp Console	Call Ctr Supervisor	Call Center Agent	Call Accounting	Fax Low	Fax High
Gen Admin Sgra	501 Virginia St East, Charleston WV 25301	1											4		
City AV Room	501 Virginia St East, Charleston WV 25301					1			1						
City Center Conf	915 Quarrier St, Charleston WV 25301					1			1						
City Ctr Eng Conf	915 Quarrier St, Charleston WV 25301					1			1						
Fleet & Refuse	1100 Pennsylvania Ave, Charleston WV 25302	1	11					11						1	1
Street Department	1100 Pennsylvania Ave, Charleston WV 25302		7					7							1
Mechanic	1100 Pennsylvania Ave, Charleston WV 25302	1	1					1							
Public Grounds	1 Twilight Dr, Charleston WV 25302		6					6						1	
Building Inspector	915 Quarrier St, Charleston WV 25301		8					8							
Planning	915 Quarrier St, Charleston WV 25301	1	8					8							1
Building Commission	915 Quarrier St, Charleston WV 25301		4					4							
Audry Conn	915 Quarrier St, Charleston WV 25301		1					1							1
Auditor	915 Quarrier St, Charleston WV 25301	1	7					7						1	
Collector	915 Quarrier St, Charleston WV 25301		9					9			2	5			
Public Art	915 Quarrier St, Charleston WV 25301		1					1						1	
GSC Parking	915 Quarrier St, Charleston WV 25301		3					3							
Traffic Transporation Parking	612 Washington St East, Charleston WV 25301		9			1		9	1						1
Summers St Parking	166 Summers St, Charleston WV 25301		1					1							
Parking Booth	612 Washington St East, Charleston WV 25301	1	1					1							
Shanklin Parking Garage	501 Virginia St East, Charleston WV 25301		1					1							
SC Parking 1st & 2nd Floor	105 McFarland St, Charleston, WV 25301		2					2							
Leadership Room	501 Virginia St East, Charleston WV 25301		1				1								
MOCED	105 McFarland St, Charleston, WV 25301	1	7	1				8						1	
Engineering	114 Dickinson St, Charleston WV 25301	1	10					10							
Info Sys	501 Virginia St East, Charleston WV 25301	1	12					12							
Attorney	501 Virginia St East, Charleston WV 25301	1	5					5						1	
Clerk	501 Virginia St East, Charleston WV 25301	1	4					4						1	
HR	501 Virginia St East, Charleston WV 25301	1	7					7							1
Treasurer	501 Virginia St East, Charleston WV 25301	1	4					4						1	
Accounting	501 Virginia St East, Charleston WV 25301	1	5					5						1	
Mayors Office	501 Virginia St East, Charleston WV 25301		3	1		1		4	1						1
Jane & Miranda	501 Virginia St East, Charleston WV 25301	1	2					2							
Tina Stinson	501 Virginia St East, Charleston WV 25301		1					1							
City Manager	501 Virginia St East, Charleston WV 25301		7					7							1
Finance - Andy Wood	501 Virginia St East, Charleston WV 25301	1	1					1							
General Services	501 Virginia St East, Charleston WV 25301		2					2							
Main Lobby	501 Virginia St East, Charleston WV 25301				1			1		1					
Court Room	501 Virginia St East, Charleston WV 25301		3				1	2						1	
Arrignment	501 Virginia St East, Charleston WV 25301	1	1				1							1	
Court Clerk	501 Virginia St East, Charleston WV 25301		7					7							1
Cemetery	1555 Farnsworth Dr, Charleston WV 25311	1	8				3	5						1	
Cato Park	200 Baker Ln, Charleston WV 25302		5					5						1	
Roosevelt CC	502 Ruffner Ave, Charleston WV 25311		2					2							
North Charleston CC	2009 7th Ave, Charleston WV 25387	1	3					3							
Kanawha City CC	3511 Venable Ave, Charleston WV 25304		3					3							
MLK Center	314 Donnelly St, Charleston WV 25301		3					3							
Police IS/PSD	501 Virginia St East, Charleston WV 25301	1	5					5						1	
Chiefs Office	501 Virginia St East, Charleston WV 25301		6					6							1
Captains Office	501 Virginia St East, Charleston WV 25301	1	3					3							
Warrants	501 Virginia St East, Charleston WV 25301		3					3							
CID	501 Virginia St East, Charleston WV 25301	1	20	1			1	20							1
Shift Commander	501 Virginia St East, Charleston WV 25301		1					1							
Shift Sgt Office	501 Virginia St East, Charleston WV 25301	1	1					1							
Booking	501 Virginia St East, Charleston WV 25301		2					2							
Juvenile Booking	501 Virginia St East, Charleston WV 25301	1	1					1							
Roll Call	300 Reynolds St, Charleston WV 25301		1					1							
Prop Evidence	501 Virginia St East, Charleston WV 25301		3					3							
P&E Admin	501 Virginia St East, Charleston WV 25301	1	2					2							
Community Services	1501 Jackson St, Charleston WV 25301		3					3							
Humane Officer	1501 Jackson St, Charleston WV 25301	1	1					1							
Transit Mall	180 Laidley Street, Charleston WV 25301		5					5							
Training	501 Virginia St East, Charleston WV 25301	1	2					2						1	

Records	501 Virginia St East, Charleston WV 25301	1	5					5							1
SEU	1501 Jackson St, Charleston WV 25301	1	4					4						1	
Traffic	1501 Jackson St, Charleston WV 25301	1	10					10							1
Station 1	300 Morris St, Charleston WV	1	8					8							
Station 4	1810 Oakridge Rd, Charleston WV		3					3							
Station 7	128 Cora St, Charleston WV		2					2							
Station 2	808 Virginia St West, Charleston WV		12					12							1
Station 8	208 Copenhaver Dr, Charleston WV		5					5							
Station 3	822 Oakwood Rd, Charleston WV		2					2							
Station 5	918 Bridge Rd, Charleston WV		2					2							
Satation 6	5008 MacCorkle Ave S.E., Charleston WV		2					2							
Fire Training	115 Lee St. W, Charleston WV		7					7							1
Neighborhood Asst. Officers	601 Morris St, Charleston, WV 25301		2				1	1							
Care Office	1410 Kanawha Blvd W, Charleston, WV 25387		3					3						1	
		31	312	3	1	5	8	308	5	1	2	5	4	17	15
\$	4,448.86 MRC HV State Contract Items	\$ 619.69	\$ 982.80	\$ 9.45	\$ 1.95	\$ 69.75	\$ 51.92	\$ 2,460.92	\$ 57.45	\$ 35.00	\$ 59.98	\$ 99.95	\$ 100.00	\$ 340.00	\$ 1,200.00
\$	1,640.00 MRC Non State Contract Items	\$19.99 Per	\$3.15 Per	\$3.15 Per	\$1.95 Per	\$13.95 Per	\$6.49 Per	\$7.99 Per	\$11.49 Per	\$35.00 Per	\$29.99 Per	\$19.99 Per	\$25.00 Per	\$20.00 Per	\$80.00 Per
\$	6,088.86														



Detailed Proposal

Quote #: QUO-63605-R9H2J0

Account #: 5306131

Primary Contact Address	Primary Contact	Date of Proposal - 8/20/2024	AE - Kevin Leedy
501 Virginia St E	Adam Cottrell	Valid for 30 days from this date	
Charleston, WV 25301	304-348-8048	Contract Term - 3 Year	
	adam.cottrell@cityofcharleston.org		

Site 1

1 Twilight Dr, Charleston, WV 25311

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	6	\$7.99	\$47.94	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	6	\$3.15	\$18.90	\$0.00
Site Total				\$66.84	\$0.00

Site 2

166 Summers St, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	1	\$7.99	\$7.99	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	1	\$3.15	\$3.15	\$0.00
Site Total				\$11.14	\$0.00

Site 3

1555 Farnsworth Dr, Charleston, WV 25311

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	1	\$19.99	\$19.99	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	8	\$3.15	\$25.20	\$0.00
4.2.1.1.3.1 Hosted Voice Services Packages	Basic Package / Basic Package	3	\$6.49	\$19.47	\$0.00
	Enhanced Package / Enhance Package	5	\$7.99	\$39.95	\$0.00
Site Total				\$104.61	\$0.00

Site 4

200 Baker Ln, Charleston, WV 25302

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com



Detailed Proposal

Quote #: QUO-63605-R9H2J0

Account #: 5306131

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	1	\$19.99	\$19.99	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	5	\$3.15	\$15.75	\$0.00
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	5	\$7.99	\$39.95	\$0.00
Site Total				\$75.69	\$0.00

Site 5

502 Ruffner Ave, Charleston, WV 25311

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	2	\$7.99	\$15.98	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	2	\$3.15	\$6.30	\$0.00
Site Total				\$22.28	\$0.00

Site 6

2009 7th Ave, Charleston, WV 25387

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	3	\$7.99	\$23.97	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	3	\$3.15	\$9.45	\$0.00
Site Total				\$33.42	\$0.00

Site 7

3511 Venable Ave, Charleston, WV 25304

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	3	\$7.99	\$23.97	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	3	\$3.15	\$9.45	\$0.00
Site Total				\$33.42	\$0.00

Site 8

314 Donnally St, Charleston, WV 25301

Contract Comments -	N/A				
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Detailed Proposal

Quote #: QUO-63605-R9H2J0

Account #: 5306131

Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	3	\$7.99	\$23.97	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	3	\$3.15	\$9.45	\$0.00
Site Total				\$33.42	\$0.00

Site 9

300 Reynolds St, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	1	\$7.99	\$7.99	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	1	\$3.15	\$3.15	\$0.00
Site Total				\$11.14	\$0.00

Site 10

180 Laidley St, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	5	\$7.99	\$39.95	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	5	\$3.15	\$15.75	\$0.00
Site Total				\$55.70	\$0.00

Site 11

300 Morris St, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	8	\$7.99	\$63.92	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	8	\$3.15	\$25.20	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	1	\$19.99	\$19.99	\$0.00
Site Total				\$109.11	\$0.00

Site 12

1810 Oakridge Dr, Charleston, WV 25311

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com



Detailed Proposal

Quote #: QUO-63605-R9H2J0

Account #: 5306131

4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	3	\$7.99	\$23.97	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	3	\$3.15	\$9.45	\$0.00
Site Total				\$33.42	\$0.00

Site 13

128 Cora St, Charleston, WV 25302

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	2	\$7.99	\$15.98	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	2	\$3.15	\$6.30	\$0.00
Site Total				\$22.28	\$0.00

Site 14

808 Virginia St W, Charleston, WV 25302

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	12	\$7.99	\$95.88	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	12	\$3.15	\$37.80	\$0.00
Site Total				\$133.68	\$0.00

Site 15

208 Copenhaver St W, Charleston, WV 25387

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	5	\$7.99	\$39.95	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	5	\$3.15	\$15.75	\$0.00
Site Total				\$55.70	\$0.00

Site 16

822 Oakwood Rd, Charleston, WV 25314

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	2	\$7.99	\$15.98	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	2	\$3.15	\$6.30	\$0.00

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com



Detailed Proposal

Quote #: QUO-63605-R9H2J0

Account #: 5306131

Site Total	\$22.28	\$0.00
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Site 17
918 Bridge Rd, Charleston, WV 25314

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	2	\$7.99	\$15.98	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	2	\$3.15	\$6.30	\$0.00
Site Total				\$22.28	\$0.00

Site 18
5008 Maccorkle Ave SE, Charleston, WV 25304

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	2	\$7.99	\$15.98	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	2	\$3.15	\$6.30	\$0.00
Site Total				\$22.28	\$0.00

Site 19
115 Lee St W, Charleston, WV 25302

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	7	\$7.99	\$55.93	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	7	\$3.15	\$22.05	\$0.00
Site Total				\$77.98	\$0.00

Site 20
601 Morris St, STE 1, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Basic Package / Basic Package	1	\$6.49	\$6.49	\$0.00
	Enhanced Package / Enhance Package	1	\$7.99	\$7.99	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	2	\$3.15	\$6.30	\$0.00
Site Total				\$20.78	\$0.00

Site 21

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com



Detailed Proposal

Quote #: QUO-63605-R9H2J0

Account #: 5306131

1410 Kanawha Blvd W, Charleston, WV 25387

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	3	\$7.99	\$23.97	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	3	\$3.15	\$9.45	\$0.00
Site Total				\$33.42	\$0.00

Site 22

612 Washington St E, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	10	\$7.99	\$79.90	\$0.00
	Premium Package / Premium Package	1	\$11.49	\$11.49	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	10	\$3.15	\$31.50	\$0.00
	CONFERENCE PHONE / YCP965	1	\$13.95	\$13.95	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	1	\$19.99	\$19.99	\$0.00
Site Total				\$156.83	\$0.00

Site 23

105 McFarland St, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	10	\$7.99	\$79.90	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	9	\$3.15	\$28.35	\$0.00
	5 LINE PHONE / C8851 2SC	1	\$3.15	\$3.15	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	1	\$19.99	\$19.99	\$0.00
Site Total				\$131.39	\$0.00

Site 24

114 Dickinson St, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	10	\$7.99	\$79.90	\$0.00

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com



Detailed Proposal

Quote #: QUO-63605-R9H2J0

Account #: 5306131

4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	10	\$3.15	\$31.50	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	1	\$19.99	\$19.99	\$0.00
Site Total				\$131.39	\$0.00

Site 25

1501 Jackson St, Charleston, WV 25311

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	18	\$7.99	\$143.82	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	18	\$3.15	\$56.70	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	3	\$19.99	\$59.97	\$0.00
Site Total				\$260.49	\$0.00

Site 26

501 Virginia St E, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Basic Package / Basic Package	4	\$6.49	\$25.96	\$0.00
	Enhanced Package / Enhance Package	119	\$7.99	\$950.81	\$0.00
	Premium Package / Premium Package	2	\$11.49	\$22.98	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	2 LINE PHONE / Poly E 220	1	\$1.95	\$1.95	\$0.00
	5 LINE PHONE / C8851	120	\$3.15	\$378.00	\$0.00
	5 LINE PHONE / C8851 2SC	2	\$3.15	\$6.30	\$0.00
	CONFERENCE PHONE / YCP965	2	\$13.95	\$27.90	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	18	\$19.99	\$359.82	\$0.00
4.2.1.1.3.20 Bridge Operator Console	Advanced / BSFT RECEP	1	\$35.00	\$35.00	\$0.00
Site Total				\$1,808.72	\$0.00

Site 27

915 Quarrier St, Charleston, WV 25301

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	41	\$7.99	\$327.59	\$0.00

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com

4.2.1.1.3.1 Hosted Voice Services Packages	Premium Package / Premium Package	2	\$11.49	\$22.98	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	41	\$3.15	\$129.15	\$0.00
	CONFERENCE PHONE / YCP965	2	\$13.95	\$27.90	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	2	\$19.99	\$39.98	\$0.00
4.2.1.1.4 Hosted Contact Center Services	Agent / Agent	5	\$19.99	\$99.95	\$0.00
	Supervisor / Supervisor	2	\$29.99	\$59.98	\$0.00
	Site Total			\$707.53	\$0.00

Site 28

1100 Pennsylvania Ave, Charleston, WV 25302

Contract Comments -	N/A				
Product	Features	Qty	MRC	Total MRC	NRC
4.2.1.1.4 Hosted Contact Center Services	Agent / Auto Attend	2	\$19.99	\$39.98	\$0.00
4.2.1.1.3.1 Hosted Voice Services Packages	Enhanced Package / Enhance Package	19	\$7.99	\$151.81	\$0.00
4.2.1.1.3.2 Phone Leasing / Month	5 LINE PHONE / C8851	19	\$3.15	\$59.85	\$0.00
	Site Total			\$251.64	\$0.00

Total				\$4,448.86	\$0.00
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Account Promotions	Qty	No. of Months	Amount	Total
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*The pricing above does not include taxes or regulatory fees and surcharges, including facility access charges, network access charges, administration fee, 911 fees, TAP/TAM fees, universal service charges, and federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer. Prices quoted on this Proposal for telecom services are valid for 30 days from printed date. This is not an executable Agreement. The actual Agreement with executed signatures will have an Initial Term of Services commence on the Service Commencement Date described in the Commercial Terms and Conditions.

CUSTOMER CARE 833.GO.SEGRA email: help@segra.com

Resolution No. 24-012

Introduced in Council:

September 3, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 24-012 – Authorizing the Mayor or City Manager to purchase emergency lights, light bars and accessories for the Charleston Police Ford Fleet from Rocky Fork Enterprizes, LLC for the Charleston Police Department at a total of \$115,362.00 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 emergency lights, light bars and accessories for the Charleston Police Ford Fleet from Rocky Fork Enterprizes, LLC for the Charleston Police Department at a total of \$115,362.00 pursuant to a competitive bid process.

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 7/25/2024 **Purchase Order #:** _____

Vendor: Rocky Fork Enterprizes LLC **Phone #:** 304-776-0707

Contact: Mark Roberts **Fax:** _____

Address: P.O. Box 444 Dunbar, WV 25064
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
17	Labor to install new emergency equipment in 2025 Ford Interceptor	2,800.00	47,600.00
TOTAL			47,600.00

Requested By: Lt. Jamey Noland **Date:** 7/25/2024

Purpose of Request: Installation to install new emergency equipment including Blueprint package,
consoles, brush guards, partians, radios, antennas, etc. This includes switching some equipement
from current fleet such as camera systems and computers. STATE CONTRACT LABOR PRICING

Division Commander:
☐ Denied ☒ Approved  **Date:** 8/7/24

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

Chief of Police:
☐ Denied ☒ Approved  **Date:** 8/27/24

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

Council Action Date: _____ **Account:** _____

Rocky Fork Enterprizes, LLC

P O Box 444
Dunbar, WV 25064
304-776-0707

Estimate

Date	Estimate #
7/25/2024	3358

Name / Address
CITY OF CHARLESTON POLICE DEPARTMENT PO BOX 2749 CHARLESTON, WV

			Project
Description	Qty	Rate	Total
Labor to install Blueprint Lighting and Emergency Equipment in new 2024-25 Ford Interceptor Utility's -- does include installing WatchGuard system and weapons mount from old line car. (State Labor Contract Pricing)	17	2,800.00	47,600.00
		Total	\$47,600.00



State of West Virginia
Agency Master Agreement

Order Date: 2024-02-29

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 DCR2200000034 4	Procurement Folder:	1005274
Document Name:	Rocky Fork Enterprizes LLCAMA DCR22*34	Reason for Modification:	
Document Description:	Installation of emergency equipment ARFQ DCR22*114	Renewal Number: 2 Change Order Number: 2 Effective Dates: April 1st, 2024 - March 31st, 2025. Renewals Remaining: 2	
Procurement Type:	Agency Master Agreement		
Buyer Name:	Maddy B Harrah		
Telephone:			
Email:	maddy.b.harrah@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-04-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-03-31

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code: VS0000017070 ROCKY FORK ENTERPRIZES LLC PO Box 444		Requestor Name: Herbert Mickey Skeens Requestor Phone: (304) 558-2350 Requestor Email: herbert.m.skeens@wv.gov	
Dunbar	WV	25064-0444	
US			
Vendor Contact Phone: 3047760707		Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
VARIOUS AGENCY 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

Total Order Amount:

Open End

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY : John S Caldwell

DATE: 2024-02-29

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Renewal Number: 2
Change Order Number: 2
Effective Dates: April 1st, 2024 - March 31st, 2025.
Renewals Remaining: 2

Change Order 1, Renewal 1
Effective Dates: 04/01/2023 - 03/31/2024
Renewals: 3

The West Virginia Department of Homeland Security - Division of Administrative Services on behalf of The WV Division of Corrections and Rehabilitation hereby enters into an Open-End contract with ROCKY FORK ENTERPRIZES LLC to perform the installation of emergency equipment and accessories into/onto State of West Virginia owned Emergency responder vehicles. The Agency will deliver vehicles and equipment for installation.

For a period of one (1) year with four (4) one (1) year renewal options.

Effective Dates: 04/01/2022 - 03/31/2023

Renewals Remaining: 4

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	76122405			HOURL	\$60.00
				Service From	Service To
				Service Contract Amount	
				0.00	

Commodity Line Description: Regular/Straight Time flat hourly rate

Extended Description:

See attached specs and Exhibit A-Pricing Page for details

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	76122405			HOURL	\$85.00
				Service From	Service To
				Service Contract Amount	
				0.00	

Commodity Line Description: Overtime/OT flat hourly rate for emergency-rush orders

Extended Description:

See attached specs and Exhibit A-Pricing Page for details

	Document Phase	Document Description	Page
DCR2200000034	Final	Installation of emergency equipment ☐ ARFQ DCR22*114	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Resolution No. 24-013

Introduced in Council:

Adopted by Council:

September 3, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 24-013 – Authorizing the Mayor or City Manager to enter into an agreement with Rocky Fork Enterprizes, LLC to install new emergency equipment in 2025 Ford Interceptors for the Charleston Police Department at a total of \$47,600.00 pursuant to a competitively sourced 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 an agreement with Rocky Fork Enterprizes, LLC to install new emergency equipment in 2025 Ford Interceptors for the Charleston Police Department at a total of \$47,600.00 pursuant to a competitively sourced contract.

General Info

Total:

\$115,362.00

Number	Description
2024-34 Emergency Lights for CPD Admin Vehicles- Ford Fleet	Summary: The City of Charleston Police Department is seeking bids for the purchase of Lights, Light Bars, and Accessories- Sound Off Systems or Equal. The following should be an outline of service components and interoperability requirements.
Deadline	
08/27/2024 10:00 AM EDT	
Vendor	Allows zero unit prices and labor
Rocky Fork Enterprizes, LLC	Yes
Submitted	Allows negative unit prices and labor
08/23/2024 03:31 PM EDT	Yes
Signed by	
Mark Roberts Account Holder Mark Roberts	
Opened	
08/27/2024 10:04 AM EDT By jamie.bowles@cityofcharleston.org	

ATTACHMENT LIST

2025 -34 Emergency Lights for CPD Admin Vehicles - Ford Fleet.pdf (128 KB)
INFORMATION FOR BIDDERS-2024-34 Emergency Lights for CPD Admin Vehicles- Ford Fleet.pdf (169 KB)
Terms and Conditions.pdf (149 KB)
Local Vendor Purchasing Affidavit - City of Charleston.pdf (137 KB) OPTIONAL
COC Purchasing Affidavit.pdf (60.2 KB)
Addendum 1- 2024-34 Emergency Lights for CPD Vehicles- Ford Fleet.pdf (160 KB)

ADDENDUM ACKNOWLEDGMENT

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

Addendum Number: *

Addendum 1

Date of Acknowledgment: *

08/22/2024

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: *

No bid

BID AND PROPOSAL FORM (1 OF 3)

Mark A Roberts

required

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

*

BID AND PROPOSAL FORM (2 OF 3)

\$115,362.00

Description	Quantity	Unit Price	Extension
Alternates are not included in bid total.			
			Total: \$115,362.00

Description	Quantity	Unit Price	Extension
SoundOff Signal NFUSE LED Lightbar Part #ENULB00H1Y-1EC	17.00	\$1,515.20	\$25,758.40
SoundOff Signal 100J Series Composite Speaker Part# ETSS100J5 Ameriglo GL-429 Sight set for Glock (Tall Set)	34.00	\$155.60	\$5,290.40
SoundOff Signal 100 Series Speaker Bracket Kit (01) Part# ETSSVBK01	34.00	\$23.60	\$802.40
SoundOff Signal Twist in undercover 2 collar kit Part# PLUCTCL 1	34.00	\$2.40	\$81.60
SoundOff Signal INTER SM W/BLK HOUS 9-32V (B/W) Part# ENT3B3E	34.00	\$148.80	\$5,059.20
SondOff Signal MPOWER ¾ UNDER MIRROR DRV Bracket Part# PMP2BKUMB8-D	17.00	\$19.20	\$326.40
SondOff Signal MPOWER ¾ UNDER MIRROR PSG Bracket Part# PMP2BKUMB8-P	17.00	\$19.20	\$326.40
SoundOff Signal Blueprint Remote Node HNS KIT-10' Part#ENGHNK06	17.00	\$68.80	\$1,169.60
SoundOff Signal INTERSECTOR SM W/BLK HOUS (BRW) Part# ENT3B3RBW	34.00	\$148.80	\$5,059.20
SoundOff Signal INTERSECTOR DECK/GRILLE Bracket Kit Part#PNT3DGBB	34.00	\$11.20	\$380.80
Setina 12VS CARGO PARTITION EXPANDED METAL Part# PK0123ITU202ND	17.00	\$570.00	\$9,690.00
Tessco VHF ANTENNA/COAX/CONNECTOR Part# 80763	17.00	\$85.00	\$1,445.00
Tessco VHF ANTENNA/COAX/CONNECTOR Part# 35951	17.00	\$52.00	\$884.00
Havis Bundle (includes the following)	17.00	\$725.00	\$12,325.00
Go Industries Push Bumper Part# 40023	17.00	\$500.00	\$8,500.00
SoundOff Signal WHITE/RED ALL LED DOMELIGHT-UNIVERSAL Part# ECVDMLTAL00	17.00	\$54.80	\$931.60
SoundOff Signal Blueprint 0410 50AMP Node W/MAG SW Part#ENGND04102	17.00	\$150.00	\$2,550.00
SoundOff Signal Ford Utility Plug In Taillight FLSH Part#ETTFUT-16	17.00	\$74.00	\$1,258.00
SoundOff Signal N-Force SGL D/G 12LED SAE BLK (BLU) Part#ENFSGS3B	34.00	\$106.40	\$3,617.60
SoundOff Signal LED 10-30V UC 2 Insert 10' (BW) Part#ELUC3H010E	34.00	\$66.40	\$2,257.60
SoundOff Signal MPOWER 4' STUD MNT SAE 12 LED (B/W) Part#EMPS2STS4E	34.00	\$98.00	\$3,332.00
SoundOff Signal MPOWER 3' STUD MNT SAE 8 LED (B/W) Part#EMPS1STS3E	34.00	\$87.60	\$2,978.40
			Total: \$115,362.00

Description	Quantity	Unit Price	Extension
SoundOff Signal Blueprint SYNC Module W/Antenna Part#ENGSYMD01	17.00	\$202.80	\$3,447.60
SoundOff Signal Blueprint LINK MICRO KIT (008) Part#ENGLMK008	17.00	\$294.00	\$4,998.00
SoundOff Signal Blueprint 500 Siren Remote BTN 200W Part#ENGSA5200RSP	17.00	\$758.40	\$12,892.80
			Total: \$115,362.00

BID AND PROPOSAL FORM (3 OF 3)

☒ **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: *

Mark A Roberts

Title: *

Owner

Date: *

08/23/2024

Company Name: *

Rocky Fork Enterprizes, LLC

Address: *

1234 Plainview Lane, Charleston, WV 25312

Telephone Number: * **Fax Number:**

(304) 776-0707

Email Address: *

mark.rockyfork@frontier.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: *

n/a

Stockholder Address: *

n/a

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: *

Mark A Roberts

Date: *

08/23/2024

Required Document List

Name	Omission Terms	Submitted File
List of Stockholders Please upload a copy of Bidder's List of Stockholders.	I have no Stockholders or have provided my List of Stockholders in the fillable fields above.	I am not enclosing this document because the omission terms have been met.
Additional Upload Space Upload additional documents.	I do not need to upload additional documents.	IMG_0003.pdf
2 Required Documents		



CITY OF CHARLESTON, WEST VIRGINIA
PURCHASING AFFIDAVIT
(for use by Local Vendors)

Pursuant to § 2-480 of the Charleston Municipal Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are satisfied. 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) the following:

1. The authorized signer is at least eighteen (18) years of age, competent to testify and has personal knowledge of the facts set forth herein;
2. The authorized signer is authorized to make this oath on behalf of the vendor;
3. The authorized signer has reviewed the books and records of the vendor, with respect to all applicable business tax accounts with the City of Charleston;
4. The vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City; and
5. The vendor has had an active and current Business & Occupation tax account with the Office of 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 Name: Rocky Fork Enterprizes, LLC

Authorized Signature: Mark Roberts Date: 8-20-24

Mark A. Roberts, Owner
(Printed Name and Title)

State of West Virginia

County of Kanawha, to wit:

Taken, subscribed, and sworn before me this 22nd day of August, 2024.

[SEAL]

Melanie B. Chandler

My Commission expires 3.10, 2025 Notary Public



Name of Procurement: _____ Bid Opening Date: _____

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: Rocky Fork Enterprises, LLC

Authorized Signature: Mark Allen Roberts Date: 8/23/2024