CHARLESTON CITY COUNCIL

Regular Meeting

October 21, 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 10-21-2024

PROCLAMATIONS

1. 10-21-2024

COMMUNICATIONS

1. 10-21-2024

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Bill No. 8046 Committee Substitute - A Bill amending the Zoning Ordinance by amending the regulations related to the adaptive reuse of structures listed on the National Register of Historic Places.

FINANCE

1. Resolution No. 24-029 – Authorizing the Mayor or City Manager to purchase various handheld and mobile radios with necessary accessories for the Charleston Police Department from Discount Communications.
2. Resolution No. 24-030 - Authorizing the Finance Director to establish special revenue fund 083, Other Federal Grant Fund, that accounts for revenues received from various federal granting agencies for awards received from competitive grants, formula grants, and Congressionally Directed Spending requests where a specific grant fund is not already established.
3. Resolution No. 24-031 - Authorizing the Mayor or City Manager to purchase 20 sets of turnout gear for the Charleston Fire Department from Witmer Public Safety.
4. Resolution No. 24-032 - Authorizing the Mayor or City Manager to purchase from Stryker Medical 2 Power Cots, 1 Lucas chest compression device, and 2 Life Pak monitor/defibrillators for the Charleston Fire Department.
5. Resolution No. 24-033 - Authorizing the Mayor or City Manager to enter into a contract with The Thrasher Group, Inc. for phase two of the renovation project of the Charleston Fire Department's eight fire stations.
6. Resolution No. 24-034 - Authorizing the Mayor or City Manager to enter into an agreement with G & G Builders, Inc. for interior remodel and construction services of the Development Services office.
7. Resolution No. 24-035 - Authorizing the Mayor or City Manager to enter into a five-year lease agreement with Pitney Bowes for postage and mail inserter machines for Information Systems at a total of $119,035.80 pursuant to a competitively sourced contract.
8. Resolution No. 24-036 - Authorizing the Mayor or City Manager to renew its contract with InterVision Systems, LLC, for a three-year term for the City's email security gateway.
9. Resolution No. 24-037 - Authorizing settlement of a pending claim against the City by Keith George related to a September 12, 2024 incident.
10. Bill No. 8045 - A Bill closing, abandoning and discontinuing a public right of way located at J. Brisben Walker Addition.

REPORTS OF OFFICERS

1. 10-21-2024

NEW BILLS

1. 10-21-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

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THE NEXT REGULAR MEETING OF COUNCIL WILL BE NOVEMBER 4, 2024 AT 7:00 PM.

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

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EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: More than 360,000 individuals will be diagnosed with breast cancer in 2024 – making it a significant public health issue that affects families, communities, and individuals of all backgrounds; and

WHEREAS: Education about breast cancer, including awareness of risk factors, symptoms, and the impact of healthy lifestyle choices can empower individuals to take proactive steps in managing their health, leading to earlier detection, better prevention, and improved outcomes for those at risk; and

WHEREAS: When breast cancer is detected at its earliest localized stages—through regular mammograms and self-examinations—the five-year survival rate is 99%, highlighting the importance of vigilance and proactive health measures; and

WHEREAS: Many organizations, healthcare providers, and researchers are tirelessly working to find a cure for breast cancer while advocacy efforts help raise awareness, promote education, and encourage public policies that support breast cancer research and access to care; and

WHEREAS: We recognize and support breast cancer survivors, those currently battling the disease, and the family members and friends who provide unwavering love, encouragement, and strength—standing alongside their loved ones through every step of the journey; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize October 2024 as

BREAST CANCER AWARENESS MONTH

In Charleston, West Virginia, and encourage all citizens to help raise awareness of the importance of early detection and breast cancer education.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 21st day of October 2024.

____

Amy Shuler Goodwin, Mayor

EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: Daymark, Incorporated—a private, non-profit youth services agency—has been serving families and children in the greater Kanawha Valley for 50 years; and

WHEREAS: The management team brings more than 50 years of combined experience at Daymark – with several staff members having been with the agency for more than a decade, ensuring continuity, extensive knowledge, and a lasting commitment to providing impactful and effective services to our youth; and

WHEREAS: Accredited by the Council on Accreditation, Daymark has positively impacted the lives of more than 50,000 West Virginia youth—helping them finish high school and get their first job, providing them a place to sleep, and empowering them with the skills to lead successful and fulfilling lives; and

WHEREAS: Daymark provides services through Patchwork, a 24-hour-a-day intervention center and youth shelter, Turning Point, a long-term residential care program serving older youth who are currently wards of the state, and New Connections, a program for high-risk older adolescents who are seeking to viably live independently; and

WHEREAS: For 50 years, Daymark has provided invaluable support to the youth in our city and state—enhancing the well-being of our youth; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize

DAYMARK, INC.'S 50TH ANNIVERSARY

In Charleston, West Virginia, and encourage all citizens to support and participate in activities and initiatives that promote the well-being and potential of our youth.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 21st day of October 2024.

Amy Shuler Goodwin, Mayor

PLANNING, STREETS AND TRAFFIC COMMITTEE
Mary Beth Hoover, Chair

COMMITTEE REPORT

To: **Miles Carey, City Clerk**

From: **Council's Committee on Planning, Streets and Traffic**

Date: **October 15, 2024**

Subject: **Bill No. 8046**

The Committee on Planning, Streets and Traffic has had under consideration bill no. 8046 attached hereto and an made a part thereof:

The Committee finds:

1. The proposed changes to the zoning ordinance clarify rules around adaptive reuse for structures both nonresidential and historic.
2. The cost of utilities and the care and maintenance of large historic structures often eliminate those as possibilities for a family home. This amendment will allow those structures to be utilized differently rather than sitting vacant and neglected for long periods of time.

and reports the same to Council with the recommendation that the bill do pass, as a committee substitute.

Mary Beth Hoover

Chair

Rebecca C. Copley

Pamela L. Bunha

Bobby Haas

Bill No. 8046, Committee Substitute

Introduced in Council: October 7, 2024

Adopted by Council:

Introduced by: Mary Beth Hoover

Referred to:
Municipal Planning Commission
Planning, Streets and Traffic

Bill No. 8046 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, adopted January 1, 2006, as amended, by amending the regulations related to the adaptive reuse of structures listed on the National Register of Historic Places.

Be it Ordained by the Council of the City of Charleston, West Virginia:
The Zoning Ordinance for the City of Charleston, West Virginia, effective January 1, 2006, is hereby amended as follows:

Sec. 2-020 Definition of Terms

Adaptive Reuse of Nonresidential Structures. The process of reusing an existing building for a purpose other than that for which it was built or designed.

Adaptive Reuse of a Historic Structure. The process of reusing a building listed on the National Register of Historic Places for a purpose other than that for which it was built or designed.

Sec. 3-050 Permitted Land Uses

LAND USE	R-2	R-4	R-6	R-8	R-10	R-O	C-4	C-8	C-10	C-12	CBD	UCD	CVD	PMC	I-2	I-4	PUD	SUPP.
Adaptive Reuse of a Nonresidential Structure	*C*	*C*	*C*	*C*	*C*													*50*
~~Reuse of Structure~~ Adaptive Reuse of a Historic Structure	*C*	*C*	*C*	*C*	*C*													*40*

Sec. 3-060 Supplemental Regulations Pertaining to the Land Use Table

40. The **re-use of a structure** ~~previously used for non-residential purposes and~~ listed on the National Register of Historic Places shall comply with the following:

    a. Uses shall be limited to the following:

    ~~(1) Professional offices such as architects, brokers, counselors, clergy, engineers, insurance agents, real estate agents, lawyers, accountants, editors, publishers, journalists, salespersons, travel agents, and psychologists including such accessory uses that would permit the general public access to the historic structure for community events. Eligible reuses include:~~

    Art Gallery, Bed and Breakfast, Event Venue, Multi-Family Dwelling, Museum, Professional Service Establishment, Professional Office. For any other uses not listed, the Board of Zoning Appeals shall determine whether the proposed use is similar as those listed and similar in terms of impact on the neighborhood. A change in use from one eligible use to another requires a new conditional use permit.

~~(2) The BZA shall make the determination whether an unlisted use is similar to a listed permitted use.~~

b. The following performance standards shall be met:

(1) The use shall be maintained in an existing structure.

(2) Any exterior renovations shall be compatible and comply with the Secretary of the Interior's Standards for Rehabilitation.

(3) No goods, wares, or merchandise shall be commercially stored, displayed, created, exchanged, or sold on the premises.

(4) The use may not create a nuisance due to noise, vibration, smoke, electrical interference, dust, heat, glare, or obnoxious odor.

(5) No outside storage of equipment or materials shall be permitted.

(6) Garbage collection areas shall be completely screened from view.

~~(7) One monument sign not to exceed 12 square feet shall be permitted. The sign shall be reasonably landscaped and properly maintained.~~

(8) The BZA may limit the hours of operation.

(9) The BZA may limit the hours that delivery vehicles used to deliver goods are permitted.

(10) Requirements for parking shall conform to parking and loading regulations.

50. An Adaptive reuse of a nonresidential structure in a residential district shall be regulated as follows:

a. The Board of Zoning Appeals must determine the use is compatible with area.

b. The Board of Zoning Appeals may limit the hours of operation and/or impose other conditions to fit the particular site under review.

c. The use shall be maintained in an existing structure. Additions must comply with the setback requirements of the district in which the building is located.

d. No outside storage of equipment or materials is permitted.

e. The use shall not create a nuisance due to noise, vibrations, smoke, electrical interference, dust, heat, glare, or obnoxious odor.

~~f. The structure proposed for the adaptive reuse must have historic, architectural, or economic value to the City justifying renovation and preservation, as determined by the Board of Zoning Appeals.~~

g. The Board of Zoning Appeals must determine that the long-term benefits of the proposed adaptive reuse outweigh any negative impact on the surrounding neighborhood and on the City, as compared with the alternative of having the structure demolished or remaining vacant and underutilized.

h. The use shall not create unacceptable congestion or traffic hazards on the neighboring streets.

i. Eligible reuses include: Art Gallery, Assisted Living Facility, Bed and Breakfast, Medical Clinic or Dental, Multi Family Dwelling, Laboratory, Museum, Nursing Home, Professional Service Establishment, Professional Office. For any other uses not listed, the Board of Zoning Appeals shall determine whether the proposed use is similar as those listed and similar in terms of impact on the neighborhood. A change in use from one eligible use to another requires a new conditional use permit.

~~j. Renovations shall not be so extensive as to strip the building of its historic integrity. Character defining features of historic buildings shall remain intact.~~

Resolution No. 24-029

Introduced in Council: Adopted by Council:

October 21, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 24-029 – Authorizing the Mayor or City Manager to purchase various handheld and mobile radios with necessary accessories for the Charleston Police Department from Discount Communications in the amount of $65,012.86 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 various handheld and mobile radios with necessary accessories for the Charleston Police Department from Discount Communications in the amount of $65,012.86 pursuant to a competitive bid process.

Discount Communications and Electronics Inc.
514 Midway Rd
Alum Creek, WV 25003
+13045463443
allen@discountcommusa.com

Estimate

ADDRESS	SHIP TO	
Troy Vanhorn Charleston Police Dept. 501 Virginia St E Charleston, WV 25301	Troy Vanhorn Charleston Police Dept. 501 Virginia St E Charleston, WV 25301	**ESTIMATE #** 3980 **DATE** 10/04/2024

ACTIVITY	QTY	RATE	AMOUNT
Inventory:JVC-NX5800K2 Next Edge Mobile (UHF2) Kenwood Nexedge UHF (380- 470 MHz) 45 Watts NXDN Conventional/TYPE C (Gen1/Gen2) Trunking All prices meet or exceed WV DOC State Pricing SIRN Radio	17	775.58	13,184.86
Inventory:JVC-KWD-5100CV P-25 Conventional LIC KWD-5100CV P-25 Conventional Lic	17	204.93	3,483.81
Inventory:JVC-KWD-5101TR P-25 Phase 1 Trunking Kenwood License Key for P25 Phase 1 also requires KWD-5100CV	17	185.39	3,151.63
Inventory:JVC-KWD-5102-TR P-25 Phase 2 Trunking JVC-KWD-5102-TR P-25 Phase 2 Trunking	17	142.56	2,423.52
Inventory:JVC-KWD-5106DT (OTAP) Kenwood P25 Packet Data (OTAP)	17	76.95	1,308.15
			Subtotal: 23,551.97
JVC-NX-1700HAVK Kenwood NX-1700 Analog VHF 260 Channel Mobile 136-174 MHZ 50W VHF Radio	17	330.00	5,610.00
			Subtotal: 5,610.00

ACTIVITY	QTY	RATE	AMOUNT
Inventory:JVC-NX-5300 380-470 MHz K-5 Kenwood NX-5300 P-25 UHF Radio Type 2: 380-470 MHz 5.0 Watts NXDN Conventional K-5 All Prices meet or Exceed WV DOC State Pricing SIRN Radio	16	652.73	10,443.68
Inventory:JVC-KWD-5100CV P-25 Conventional LIC KWD-5100CV P-25 Conventional Lic	16	204.93	3,278.88
Inventory:JVC-KWD-5101TR P-25 Phase 1 Trunking Kenwood License Key for P25 Phase 1 also requires KWD-5100CV	16	185.39	2,966.24
Inventory:JVC-KWD-5102-TR P-25 Phase 2 Trunking JVC-KWD-5102-TR P-25 Phase 2 Trunking	16	142.56	2,280.96
Inventory:JVC-KWD-5106DT (OTAP) Kenwood P25 Packet Data (OTAP)	16	76.95	1,231.20
Inventory:K-KNB-L2M LI-ION Battery, 2600MAH, NON IS, VP-1	16	109.85	1,757.60
Inventory:JVC-KRA-23 KENWOOD KRA-23 ANTENNA UHF 440-490 MHZ stubby, VP-T This is UHF short profile antenna. Works with VP5000/6000 and almost all of current Kenwood products.	16	13.00	208.00
K-KSC-52BK Rapid rate single unit charger for NX 5000, VP 5000, VP 6000, VP8000	16	63.24	1,011.84
Inventory:K-KMC-70M Speaker Mic Black Kenwood Heavy Duty KMC-70M Portable Microphone	16	102.89	1,646.24
			Subtotal: 24,824.64
Inventory:JVX-NX-5800BK2 Deck Only Kenwood NX-5800K2 (45W, 380-470 MHz) RF Deck Only All Prices Meet or exceed WV DOC State Pricing SIRN Radio	5	570.05	2,850.25
Inventory:JVC-KWD-5100CV P-25 Conventional LIC	5	204.93	1,024.65

ACTIVITY	QTY	RATE	AMOUNT
KWD-5100CV P-25 Conventional Lic			
Inventory:JVC-KWD-5101TR P-25 Phase 1 Trunking Kenwood License Key for P25 Phase 1 also requires KWD-5100CV	5	185.39	926.95
Inventory:JVC-KWD-5102-TR P-25 Phase 2 Trunking JVC-KWD-5102-TR P-25 Phase 2 Trunking	5	142.56	712.80
Inventory:JVC-KWD-5106DT (OTAP) Kenwood P25 Packet Data (OTAP)	5	76.95	384.75
JVC-5AHM KCH-21RM, KRK-15BM, KCT-77M2, KCT-23M3, KMB-33M	5	1,025.37	5,126.85
			Subtotal: 11,026.25
Free Programming			
WC Discount Communications is a WV Licensed Corporation with full liability insurance. All Employees are covered by WV Workers Compensation. WV Contractors Lic # WV060145	1	0.00	0.00

SUBTOTAL	65,012.86
TAX	0.00
TOTAL	**$65,012.86**

Accepted By

Accepted Date

Resolution No. 24-030

Introduced in Council: October 21, 2024

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-030 – Authorizing the Finance Director to establish special revenue fund 083, Other Federal Grant Fund, a fund that accounts for revenues received from various federal granting agencies for awards received from competitive grants, formula grants, and Congressionally Directed Spending requests where a specific grant fund is not already established.

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

That the Finance Director is authorized to establish special revenue fund 083, Other Federal Grant Fund, a fund that accounts for revenues received from various federal granting agencies for awards received from competitive grants, formula grants, and Congressionally Directed Spending requests where a specific grant fund is not already established.

Resolution No. 24-031

Introduced in Council: Adopted by Council:

October 21, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 24-031 – Authorizing the Mayor or City Manager to purchase twenty (20) sets of turnout gear for the Charleston Fire Department from Witmer Public Safety in the amount of $63,800.00 pursuant to a competitively sourced contract. This gear will be used to outfit new recruits and replace expiring gear.

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

That the Mayor or City Manager is authorized to purchase twenty (20) sets of turnout gear for the Charleston Fire Department from Witmer Public Safety in the amount of $63,800.00 pursuant to a competitively sourced contract.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$5,000.01 or more**. A minimum of **3** quotesis required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 10/15/2024

To: CITY MANAGER,

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

20 sets of turnout gear

Purchase justification:

To outfit new recruits and replace expired gear.
(purchasing with Sourcewell contract)

If approved, the total purchase price will be: $63,800.00

(Check One)

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

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

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

1. Witmer Public Safety Price Quote: $63,800.00

2. ____________________ Price Quote: $__________

3. ____________________ Price Quote: $__________

4. ____________________ Price Quote: $__________

5. ____________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: Witmer Public Safety

AND

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

OR

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

____

____

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

ITEM A (For Sole Source Procurements ONLY)

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

____

____

____

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

(*Name & Phone Number*)____________________

REQUESTOR'S DECLARATION

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

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

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

____

L.F.

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

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

****

Funds Approval: [signature] Date: 10/15/2024

Authorized Financial Officer

(Council Approval Required)

Account Number: 001-706-00-000-3-345 (budgeted)

City Manager Approval: ______________________ Date: ______________

3

101 Independence Way
Coatesville, PA 19320
www.wpsginc.com
jwolfe@thefirestore.com
(276) 252-8141

Quote

Quote#	QUO200567
Date	10/08/2024
Exp. Date	11/07/2024

Bill To:
City of Charleston Fire Department
808 Virginia St W
Charleston, WV 25302-1820
United States

Ship To:
City of Charleston Fire Department
808 Virginia St W
Charleston, WV 25302-1820
United States

LION V-Force TOG

ID	Name	Ordered By	Terms	Sales Rep	Shipping Method
1936	City of Charleston Fire Department	Fred Dunbar	Net 30	James Wolfe	Ground

#	Item Name	Description	Quantity	Unit Price	Amount
1	Description	Witmer Public Saftey Group Sourcewell Contract Number 010424-LIO for LION Products. City of Charleston Fire Department Sourcewell Account Number 2150		0.00	0.00
2	Description	LION Sizing Event		0.00	0.00
3	LION-CHARLESTON-CVB	Lion V-Force Bi-Swing Coat, 6.5oz Black Armor AP, K4 Traditional Liner, Charleston Fire Department, WV per PSGQ29440-A List Price: $4,093.00 Sourcewell Price: $2,660.45	20	1,810.00	36,200.00
4	LION-CHARLESTON-PVF	Lion V-Force Pant, 6.5oz Black Armor AP, K4 Traditional Liner, Suspenders, Charleston Fire Department, WV per PSGQ29440-A List Price: $3,149.00 Sourcewell Price: $2,046.85	20	1,380.00	27,600.00

ACCEPTANCE OF QUOTATION

The above prices,specifications, and conditions are satisfactory and are hereby accepted.

Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.

Quotation is valid until Nov 07,2024

Signature: ______________________ Date: ______________________

Subtotal:	63,800.00
Discount:	0.00
Tax Total:	0.00
Freight:	0.00
Total:	**63,800.00**

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

Purchase Order #: ____________________

Date: 10/08/24 **Account Number#:** ____________________

Vendor: Witmer Public Safety **Phone:** ____________________

Contact: James Wolfe ____________________

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

Quantity	Description	Unit Price	Total Price
20	Lion V-Force turnout coat	1,810.00	36,200.00
20	Lion V-Force turnout pants	1,380.00	27,600.00
		TOTAL	**63,800.00**

Requested By: Fred Dunbar

Purpose of Request: To finish outfitting the last recruit class with new turnout gear and for replacement of expired gear.

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

Administrative Chief:
☐ Denied ☑ Approved ____________________ **Date:** 10-8-24

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

PR Form, Revised 10/20/09

Sourcewell

Solicitation Number: RFP #010424

CONTRACT

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

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Product Category Turnout Gear 35% off list Turnout Accessories 35% off list Technical Rescue TR51 35% off list USAR/Tech Rescue_Versa Pro 15% off list Med Pro_Emergency Medical Rescue Wear 15% off list Gloves 10% off list Boots 20% off list Helmets 35% off list Hoods 15% off list CBRN 15% off list Maintenace and Cleaning Services 20% off list See uploaded document. Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.

Resolution No. 24-032

Introduced in Council: Adopted by Council:

October 21, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 24-032 – Authorizing the Mayor or City Manager to purchase from Stryker Medical two Power Cots, one Lucas 3 chest compression device, and two Life Pak 35s monitor/defibrillator, with necessary accessories for all devices, for the Charleston Fire Department in the total amount of $173,684.26 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 purchase from Stryker Medical two Power Cots, one Lucas 3 chest compression device, and two Life Pak 35s monitor/defibrillator, with necessary accessories for all devices, for the Charleston Fire Department in the total amount of $173,684.26 pursuant to a competitively sourced contract.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$5,000.01 or more.** A minimum of **3** quotesis required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 10/9/2024

To: CITY MANAGER,

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

2 Power cots & accessories 1 Lucas 3 & accessories

2 Life Pak 35s & accessories

Purchase justification:

Replace old equipment with updated equipment in rotation schedule.

Purchasing with Sourcewell contract.

If approved, the total purchase price will be: $173,684.26

(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. Stryker Medical ______ Price Quote: $173,684.26

2. ______ Price Quote: $______

3. ______ Price Quote: $______

4. ______ Price Quote: $______

5. ______ Price Quote: $______

The apparent low-bid vendor *meeting specifications* is: Stryker Medical

AND

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

OR

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

______

______

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

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

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

______

______

______

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

*(Name & Phone Number)*______

REQUESTOR'S DECLARATION

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

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

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

____

L.F.

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

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

****

Funds Approval: ______________________ Date: 10/11/2024

Authorized Financial Officer

Council Approval Required

Account Number: 001-976-00-706-4-459 (budgeted)

City Manager Approval: ______________________ Date:______________

stryker

CharlestonFD-Fiscal2024-June24

Quote Number: 10939963

Version: 1

Prepared For: CHARLESTON FIRE DEPT EMS DIVISION

Attn:

Rep: Austin Long

Email: austin.long@stryker.com

Phone Number: (858) 774-0394

Quote Date: 10/08/2024

Expiration Date: 10/31/2024

Equipment Products:

	#	Product	Description	Qty	Sell Price	Total
	1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	$32,398.80	$64,797.60
Cots	2.0	650700450301	ASSEMBLY, BATTERY CHARGER	2	$1,092.70	$2,185.40
	3.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	2	$763.70	$1,527.40
	4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	2	$25.20	$50.40
Lucas	5.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	$17,212.90	$17,212.90
	6.0	11576-000071	LUCAS External Power Supply	1	$344.40	$344.40
	7.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	$647.50	$647.50
	8.0	11576-000060	LUCAS Desk-Top Battery Charger	1	$1,088.50	$1,088.50
	9.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	2	$44,204.00	$88,408.00
	10.0	11140-000102	CHARGER, BATTERY, LP35	2	$2,100.00	$4,200.00
	11.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	2	$700.00	$1,400.00
LP35	12.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	2	$601.30	$1,202.60
	13.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	2	$661.50	$1,323.00
	14.0	11160-000011	NIBP Cuff-Reusable, Infant	2	$21.00	$42.00
	15.0	11160-000013	NIBP Cuff-Reusable, Child	2	$23.80	$47.60
	16.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	$46.90	$93.80
	17.0	11335-000005	KIT, PRINTER, LP35	2	$2,100.00	$4,200.00
	18.0	11335-000008	KIT, STORAGE BAGS, LP35	2	$420.00	$840.00
	19.0	11111-000035	ASSY, CABLE, ECG, 4 WIRE, AHA, 8 FT	2	$436.90	$873.80
	20.0	11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	2	$75.60	$151.20
	21.0	11260-000073	KIT, SHOULDER STRAP, LP35	2	$52.50	$105.00

stryker

CharlestonFD-Fiscal2024-June24

Quote Number: 10939963
Version: 1
Prepared For: CHARLESTON FIRE DEPT EMS DIVISION
Attn:

Rep: Austin Long
Email: austin.long@stryker.com
Phone Number: (858) 774-0394

Quote Date: 10/08/2024
Expiration Date: 10/31/2024

#	Product	Description	Qty	Sell Price	Total
			Equipment Total:		$190,741.10

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V2-LP35	TRADE IN LP15 V2 FOR LP35	2	-$3,500.00	-$7,000.00
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	2	-$4,000.00	-$8,000.00
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-$5,000.00	-$5,000.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$2,943.16
Grand Total:	$173,684.26

Prices: In effect for 30 days

Terms: Net 30 Days

stryker

CharlestonFD-Fiscal2024-June24

Quote Number:	10939963		
Version:	1		
Prepared For:	CHARLESTON FIRE DEPT EMS DIVISION	Rep:	Austin Long
	Attn:	Email:	austin.long@stryker.com
		Phone Number:	(858) 774-0394

Quote Date:	10/08/2024
Expiration Date:	10/31/2024

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ITEM	Category	DESCRIPTION	CONFIGURED List Price	CONFIGURED Sourcewell Contract	AFTERMARKET List Price Effective	AFTERMARKET Sourcewell Contract Pricing	Discount from List
11160-000011	Accessories (ProCare)	NIBP Cuff-Reusable, Infant			$30.00	$24.00	20%
11160-000013	Accessories (ProCare)	NIBP Cuff-Reusable, Child			$34.00	$27.20	20%
11160-000019	Accessories (ProCare)	NIBP Cuff-Reusable Adult X large			$67.00	$53.60	20%
11996-000519	Disposables	LNCS-II rainbow® DCI 8λ SpCO, Adult Reusable Sensor			$859.00	$601.30	30%
11996-000520	Disposables	LNCS-II rainbow® DCIP 8λ SpCO, Pediatric Reusable Sensor			$945.00	$661.50	30%
99576-000063	Lucas	LUCAS 3, 3.1, IN SHIPPING BOX, EN			$20,015.00	$17,212.90	14%
11576-000060	Lucas Accessories	LUCAS 2 Stand-alone Battery Charger			$1,555.00	$1,244.00	20%
11576-000071	Lucas Accessories (ProC)	Lucas Power Supply			$492.00	$393.60	20%
11576-000080	Lucas Accessories (ProC)	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo			$925.00	$740.00	20%
650705550001	Power Pro 2	6507 POWER PRO 2, HIGH CONFIG	$37,240.00	$32,398.80			13%
650700450102	PowerPro 2 Accessories	Assembly, Power Cord, North Am			$36.00	$31.32	13%
650700450301	PowerPro 2 Accessories	Assembly, Battery Charger			$1,561.00	$1,358.07	13%
650707000002	PowerPro 2 Accessories	Lithium-Ion Battery	$1,091.00	$949.17	$1,091.00	$949.17	13%
70335-000042	LP35	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12			$51,400.00	$47,288.00	8%
11140-000131	LP35 Accessories / Disposable	POWER CORD,C13 ST,10FT,HOSPITAL GRADE			$108.00	$91.80	15%
11111-000035	LP35 Accessories / Disposable	ASSY, CABLE, ECG, 4 WIRE, AHA, 8 FT			$514.00	$436.90	15%
11140-000102	LP35 Accessories / Disposable	LIFEPAK FLEX Battery Charger			$3,000.00	$2,550.00	15%
11260-000073	LP35 Accessories / Disposable	KIT, SHOULDER STRAP, LP35			$75.00	$63.75	15%
11335-000001	LP35 Accessories / Disposable	LIFEPAK FLEX Lithium-Ion Battery			$1,000.00	$850.00	15%
11335-000005	LP35 Accessories / Disposable	LIFEPAK Printer Kit			$3,000.00	$2,550.00	15%
11335-000008	LP35 Accessories / Disposable	LIFEPAK 35 Storage Bag Kit			$600.00	$510.00	15%

Solicitation Number: 041823

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stryker Sales, LLC, through its Medical Division, 11811 Willows Road NE, Redmond, WA 98052 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Critical Care and EMS Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

Purchase Order #: ____________

Date: 10/02/24 **Account Number#:** 459

Vendor: Stryker **Phone:** 858-774-0394

Contact: Austin Long

Address: austin.long@stryker.com
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
2	Power Pro Cots and accessories	34,280.40	68,560.80
1	Lucas 3 with accessories	19,293.30	19,293.30
2	Life Pack 35 with accessories	51,443.50	102,887.00
2	Trade in LP15 to LP35	(3,500.00)	(7,000.00)
2	Trade in Power Cot to Power Cot	(4,000.00)	(8,000.00)
1	Trade in Lucas 3 to Lucas 3	(5,000.00)	(5,000.00)
1	Freight Shipping		2,943.16
		TOTAL	173,684.26

Requested By: Fred Dunbar

Purpose of Request: Scheduled replacement of 2 Power Cots, 2 Life Packs and 1 Lucas device for FY 25

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

Administrative Chief:
☐ Denied ☑ Approved [signature] **Date:** 10-8-24

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

PR Form, Revised 10/20/09

Revenue Tr@cking System

Main Menu \ Account/Contractor Status Inquiry

Basic Account Information

Account ID #	20200
Account Name:	STRYKER SALES LLC
DBA:	STRYKER SALES LLC
Status:	ACTIVE
Date Entered RTS:	11/29/2006
Location Code:	OUTSIDE
Phone Number:	(269) 385-2600
Contact Name:	DANA J COLLINS
Business and Occupation Active:	
Business License Active:	No
City Services Fee Active:	No
Status Date:	10/30/2020
Date Start:	11/29/2006
SIC:	5999
Cell Number:	(269) 385-2600

Account Physical Address

Attention To:
Address 1: 2825 AIRVIEW BLVD
Address 2:
City, State: KALAMAZOO, MI 49002

Account Mailing Address

Address Type: Separate Address
Attention To: TAX MANANGER
Address 1: 1941 STRYKER WAY
Address 2:
City, State: PORTAGE, MI 49002

Lookup Results :

Trace Number: 69912
Results: The Account is allowed to have transactions

RETURN TO INQUIRE

Logged in User:Fisher, Lisa Wednesday, October 09 2024 Logout

Resolution No. 24-033

Introduced in Council:	Adopted by Council:
October 21, 2024	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 24-033 – Authorizing the Mayor or City Manager to enter into a contract with The Thrasher Group, Inc. in the amount of $249,547.00 for phase two of the renovation project of the Charleston Fire Department’s eight fire stations, with this phase developing bid-ready construction designs, construction documents, bidding and negotiation support, and construction oversight for renovations and improvements to support the current and future needs of the City of Charleston Fire Department.

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

That the Mayor or City Manager is authorized to enter into a contract with The Thrasher Group, Inc. in the amount of $249,547.00 for phase two of the renovation project of the Charleston Fire Department’s eight fire stations, with this phase developing bid-ready construction designs, construction documents, bidding and negotiation support, and construction oversight for renovations and improvements to support the current and future needs of the City of Charleston Fire Department.

October 16, 2024

Mr. Ben Mishoe, City Manager
City of Charleston
501 Virginia Street East, Room 101
Charleston, WV 25301

RE: City of Charleston Fire Stations – Phase II Services

Dear Mr. Mishoe,

The Thrasher Group, Inc. (Thrasher) is pleased to provide a proposal for City of Charleston services related to the above-mentioned project ("Proposal"). The following details our Proposal for the Project Understanding, Scope of Work, Clarifications, Schedule, and Fees & Payment.

A. PROJECT UNDERSTANDING:

Phase One work for all eight fire stations has been completed. The focus of Phase One work was to develop the programmatic requirements for the desired renovations, improvements, and modernization to support the current and future needs of the City of Charleston Fire Department. Recommendations from these assessments were reviewed and discussed with City Stakeholders. It has been determined after review and discussion that the following work at each station will be the focus of Phase Two work:

Station One

- Roof replacement
- Kitchen remodel/update
- Living area remodel/update
- Sleeping quarters remodel/update
- Bathroom remodel/update
- HVAC replacement
- Assessment of possible deck add-on
- Replace exterior doors

Station Two

- Kitchen remodel/update
- Living area remodel/update
- Sleeping quarters remodel/update
- Bathroom remodel/update
- Replace exterior doors and windows
- Investigate use/remodel of current administrative space

Station Three

- Seal/repair apron

Station Four

- Kitchen remodel/update
- Living area remodel/update
- Sleeping quarters remodel/update
- Bathroom remodel/update
- Assess/repair deck (wooden)
- Assess/repair gas lines
- Replace exterior doors and windows

Station Five

- Living area remodel/update
- Sleeping quarters remodel/update
- Bathroom remodel/update
- HVAC Repair/Replace
- Exterior Door Replacement
- Investigate exterior envelope (thermal and waterproofing)
- Exterior retaining wall repair

Station Six

- Considering full replacement either at the current or a nearby location, this work will be part of a future scope and is not included as part of Phase Two work. Expectation is that the programming effort for station seven will be able to be utilized for this station

Station Seven

- The plan is to fully replace this station at either the current or a nearby location. Programming and Concept design for new station will be included as part of Phase Two work. Concept layout for two story option will be prepared for the existing site. Alternate layout can be prepared if an alternate location is chosen. Assessment of alternate site is not included in this scope and can be added if that is the direction that is determined.

Station Eight

- Roof replacement
- Clean and seal external walls
- Assess and repair/seal/paint deck

B. SCOPE OF SERVICES:

Schematic Design Thrasher will utilize the information gathered during Phase One to develop initial designs for the work scope outlined in project understanding section above. Thrasher will meet with City Stakeholders to review the conceptual designs to assure that they meet all programmatic, budgetary, code and functional requirements. Schematic documents will be finalized and presented to the Owner for review and approval.

Construction Documents Upon approval of the schematic design, Thrasher will prepare necessary plans and technical specifications required for bidding and construction of the project. This work will be coordinated with Owner's personnel to coordinate layout and detailing to support the operations, equipment, and processes within the facility. An estimate of probable construction cost will be prepared at this phase to be used for budgeting purposes.

Bid/Negotiate Thrasher will provide assistance throughout the Bid Phase. Our services will include answering contractors' questions, attending a pre-bid meeting, issuing clarifications during bidding, preparing addendum as necessary and aiding the Owner in evaluation of bids and preparation of construction contracts. Bid services included are for up to three bid packages

Construction Services Thrasher will provide Construction Administration services throughout the construction period. Our services will include answering questions from the contractor, reviewing shop drawings and submittals, issuing clarifications, reviewing pay applications, periodic site visits and construction inspection to review the work, and review of closeout documents including O&M manuals and record drawing ("as-builts"). A punch list inspection will also be performed during project closeout. CA services included are for up to three prime contracts, if the work is bid as more than three contracts additional CA services can be negotiated as a lump sum or billed at the hourly rates attached.

The Thrasher Group has the capabilities to provide additional engineering services, as well as construction management, materials testing, and other services, if required.

C. CLARIFICATIONS:

Hazardous materials sampling and Geotechnical engineering are not included in this proposal but can be provided as an additional service if required.

Overhead door replacement and firematic design (outside of concept firematic design for Station seven) are not part of this scope and will be addressed in a future Phase.

D. SCHEDULE:

We are ready to begin work immediately following the acceptance of this proposal. The intent is to have bid packages for work associated with Stations 1-5 and 8 prepared for bid by the end of 2024/early 2025. Timely receipt of technical documents, design criteria and approvals from others are necessary to accomplish our design work within the suggested schedule.

E. FEES & PAYMENT TERMS:

We propose to perform the work outlined above for a fixed fee as outlined below. Work outside of the scope outlined in this proposal can be billed on an hourly basis per the attached hourly rate schedule. Project will be invoiced monthly throughout the course of the project.

SCHEMATIC DESIGN	25%	$	62,387.00
CONSTRUCTION DOCUMENTS	45%	$	112,296.00
BIDDING	5%	$	12,477.00
CONSTRUCTION ADMINISTRATION	25%	$	62,387.00
TOTAL		$	249,547.00

Reimbursable expenses including printing, postage and reproduction will be billed at 1.1 times actual cost. Project will be invoiced on a monthly basis throughout the course of the project. Work outside of this scope as defined above can be billed on an hourly basis per the attached hourly rate schedule attached.

Thrasher appreciates and is excited to continue working with you on this Project. If you have any questions or need additional information, please contact me at 304-624-4108 or at mbreakey@thethrashergroup.com. If this proposal is acceptable, please sign below and return a copy to my attention.

Sincerely,
THE THRASHER GROUP, INC.

Matthew S. Breakey, AIA, LEED AP
Senior Project Manager

ACCEPTANCE:

On this __________ day of_________________, 2024, the below signed and thereby accepts and agrees to this Proposal, and the Terms and Conditions attached hereto are incorporated herein by reference as if fully set forth herein, from The Thrasher Group, Inc. **By signing below, you are creating a valid and binding contract between The Thrasher Group, Inc. and the City of Charleston upon the terms and conditions of this Proposal and the Terms and Conditions attached hereto and made a part hereof.**

By:

____
Signature

____
Name and Title

TERMS AND CONDITIONS

The terms and conditions set forth below "Terms and Conditions" are part of the Proposal which these are attached thereto and are included in said Proposal as if fully restated therein. The services set forth in the Proposal ("Services") shall be performed pursuant to the Offer to Perform Services, as defined herein.

Parties: "Thrasher" means The Thrasher Group, Inc. "Client" means City of Charleston and your successions or assigns.

Generally: These Terms and Conditions govern the parties' duties, obligations, and relationship with respect to the Proposal submitted by Thrasher to Client for the Services described in the Proposal. These Terms and Conditions apply in addition to any and all descriptions, specifications, prices, terms, covenants, conditions, or other items set forth in the Proposal itself (as used herein, the term "Offer to Perform Services" shall refer to, collectively, these Terms and Conditions and the Proposal).

This Offer to Perform Services constitutes an offer by Thrasher to provide the Services set forth in the Proposal to Client upon the terms and conditions contained in the Proposal and these Terms and Conditions. Client's acceptance of this offer is limited to this Offer to Perform Services. Thrasher expressly rejects any additional, different, or varying terms proposed by Client.

This Offer to Perform Services constitutes the final written expression of the terms between Thrasher and Client regarding the Services and is the complete and exclusive statement of those terms. Any terms, conditions, negotiations, or understandings between the parties that are not contained herein shall have no force or effect unless in writing and signed by Thrasher, expressly stating in writing Thrasher's intent to modify this Offer to Perform Services. Said writing modifying the Offer to Perform Services must be signed by Thrasher to be effective.

Modification: Any modification, alteration or deviation from the terms and conditions set forth in the Offer to Perform Services may involve extra costs, and such costs will become a charge over and above the amount set forth in the Offer to Perform Services. A written change order is the proper manner in which to alter the terms of this Offer to Perform Services between the parties. However, it is understood that written change orders are not always completed. Client shall be responsible for paying the additional cost of such change orders regardless of whether they are made in writing.

Period of Performance: Services provided under this Offer to Perform Services are proposed to be completed within a reasonable amount of time from execution of this Offer to Perform Services by Client unless a separate schedule is attached. Thrasher shall be the sole determiner of what is a reasonable amount of time to perform the Services.

Payment: Client will be billed no less frequently than monthly, but may be billed bi-weekly, for Services provided under Offer to Perform Services. Invoices shall be paid within thirty (30) days of the date of the invoice. Client agrees to pay a 1.5% per month interest after thirty (30) days from the date of the invoice. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice. If Client fails to raise any questions or issues regarding any invoiced items within fourteen (14) days of the date of the invoice, the invoice is deemed approved by the Client in all respects and Client forfeits any right to dispute the invoice or any charge thereon.

In the event of nonpayment of the account within thirty (30) days after the invoice date, Thrasher shall have the right, but not the obligation, to suspend all Services immediately until the account is paid in full. Thrasher may, after giving one days written notice to Client, suspend services under the terms of the Offer to Perform Services until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Thrasher for any such suspension taken in accordance with this paragraph. A notice of suspension, pursuant to this provision, shall be sufficient if sent via email.

In the event an account is greater than sixty (60) days past due, then Thrasher has the right, but not the obligation, to terminate all Services set forth in the Offer to Perform Services and pursue any and all legal methods of collection. Nothing in this provision shall be deemed to limit or exclude any right that Thrasher has, or may have, against Client.

Existing Information and Subsurface Conditions: Client will provide Thrasher with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities, or structures, all upon which Thrasher can rely. If the subsurface conditions are different than Thrasher expects the subsurface conditions to be, Thrasher may charge additional costs, fees, expenses, and other amounts incurred by Thrasher to be able to perform the Services.

Limitations on Liability: Thrasher's liability, and the liability of Thrasher's employees, shareholders, directors, officers, board members, subcontractors, and sub-subcontractors to the Client for damages arising from Services provided or from the Offer to

Perform Services shall be limited for any and all claims, losses, costs, damages, and expenses including attorney's fees and cost for expert witness fees to the Thrasher's total fee for Services received under this Offer to Perform Services.

Insurance: Thrasher shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Thrasher waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Unless otherwise set forth specifically in the Offer to Perform Services, Thrasher shall maintain the following types and amounts of insurance, at a minimum, during the performance of the Services and shall provide certificates of insurance evidencing its coverage, prior to starting the performance of Services, if requested in writing from Client.

a) Worker's Compensation Insurance with statutory coverage and $1,000,000 employer's liability coverage;
b) Comprehensive General Liability Insurance with annual aggregate limits of $1,000,000;
c) Automobile Liability Insurance with annual aggregate limits of $1,000,000; and
d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate on a claims-made basis.

Mediation: Prior to any litigation, arbitration, or other proceeding, Client and Thrasher shall attempt to mediate any dispute arising from services provided under this Offer to Perform Services. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Thrasher will equally share all fees and costs of mediation.

Suspension: Thrasher may suspend performing Services under this Offer to Perform Services for any reason or no reason upon seven (7) days written notice, or may suspend performing Services under this Offer to Perform Services for cause (including but not limited to any breach or violation of the Offer to Perform Services by Client) with no notice. Client shall remain responsible and be required to pay all fees earned by Thrasher up to the suspension of Services by Thrasher, plus any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly suspending of Services.

Termination: Client or Thrasher may terminate this Offer to Perform Services for convenience by giving fourteen (14) days written notice, or may terminate this Offer to Perform Services for cause by giving seven (7) days written notice. If this Offer to Perform Services is terminated by Client, Client shall pay Thrasher, in addition to any and all compensation due under this Offer to Perform Services, any amount incurred by Thrasher in performing Services, in preparing to perform Services, and in orderly terminating Services.

Full and Final Agreement: This Offer to Perform Services is the full and final agreement between Client and Thrasher, supersedes any prior agreements, and may not be modified except by in writing executed by both Client and Thrasher, except to the extent the Modification section of these Terms and Conditions is applicable. Should no action be taken by Client within ninety (90) days of the date of submission, this Offer to Perform Services shall be considered null and void.

Attorney's Fees and Costs: In the event Thrasher is required to hire legal counsel to enforce any of the terms or conditions of this Offer to Perform Services, it shall be entitled to recover reasonable and necessary attorney's fees and litigation expenses (whether or not litigation is actually commenced) associated with the enforcement of this Offer to Perform Services.

Indemnification: Subject to limitations of liability set forth in the *Limitations on Liability* section, Thrasher agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage or liability to the extent caused by Thrasher's negligent acts, errors, or omissions in the performance of professional services under this Offer to Perform Services.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Thrasher harmless from damage or liability to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Offer to Perform Services.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

The limitation, indemnification and waiver obligations under this *Indemnification* section shall survive termination or expiration of this Offer to Perform Services.

Standard of Care: Thrasher shall provide its' Services pursuant to the Offer to Perform Services in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Offer to Perform Services, Thrasher makes no express or implied warranty of any type, kind, or nature. All warranties including warranty or merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Acceptance: Upon reviewing this Offer to Perform Services, should Client find all matters satisfactory, this Offer to Perform Services shall be considered a binding contract which shall be signed by authorized representatives of Client and Thrasher. Signing and returning this Offer to Perform Services creates a valid and binding contract and shall be considered as an authorization to proceed for Thrasher to commence work on the Project and constitutes acceptance of all terms, covenants, conditions, obligations, and requirements contained in the Offer to Perform Services without modification, addition, or deletion. Further, Client shall be deemed to have made an unqualified acceptance of this Offer to Perform Services upon their earliest of:

a) Thrasher's receipt of this Offer to Perform Services, signed by Client; or
b) any other event constituting acceptance under applicable law.

Independent Contractor: Thrasher is and shall remain an independent contractor and neither Thrasher nor any of its employees or agents shall be considered an employee of Client and vice versa.

Force Majeure: Thrasher shall not be responsible for default hereunder where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, pandemics, insurrection, riot, flood, earthquake, fire, labor disturbance, operation of statutes, laws, rules or rulings of any court or government, or any other cause beyond Thrasher's control.

Notice: Each notice, request, demand, or other communication ("Notice") by either party to the other pursuant to the Offer to Perform Services shall be in writing, and, except for routine documentation and correspondence, shall be (a) personally delivered; (b) sent by an overnight commercial courier, charges prepaid; or (c) sent by email (but such electronic communication must be either (i) acknowledged by the recipient (a read receipt received by the sender is sufficient acknowledgment); or (ii) confirmed by sending a copy thereof to the other party by overnight commercial courier no later than the following business day), addressed to the principal office of the receiving party (attention: President or the Project Manager of the Project) set forth on the Offer to Perform Services or to such other address as such party shall have communicated to the other party in accordance with this section. Any Notice shall be deemed to have been given when personally delivered, on the first business day after sending when sent by facsimile or email (or when acknowledged by the recipient if sooner), or on the first business day following the date of sending by overnight commercial courier.

Survival: All obligations prior to the termination of the Offer to Perform Services and all provisions of the Offer to Perform Services allocating responsibility or liability between Thrasher and Client shall survive termination of the Offer to Perform Services.

Remedies Cumulative: Thrasher's remedies specified herein are cumulative and not exclusive of any other remedies available to Thrasher at law or equity. The unenforceability or invalidity of any provision of this Offer to Perform Services shall not affect the validity and enforceability of the remainder of this Offer to Perform Services. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Offer to Perform Services or to exercise any right or remedy as provided in this Offer to Perform Services shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

Valid Contract Upon Signing: The terms and conditions in this Offer to Perform Services are the complete agreement between Thrasher and the Client and upon the signing of the Proposal portion of this Offer to Perform Services by Thrasher and Client, the parties have entered into a valid and binding contract which shall be controlled by this Offer to Perform Services.

Hazardous Materials:

a) If Thrasher encounters hazardous materials, or pollutants in the performance of the Services that pose unanticipated risks, the Proposal and Thrasher's compensation and time of performance will be reconsidered and this Offer to Perform Services shall immediately become subject to renegotiation or termination, at Thrasher's option. If this Offer to Perform Services is so terminated, Client shall pay Thrasher for its fees and charges incurred to the date of such termination, including, if applicable, any additional costs, fees, expenses, or charges incurred in demobilizing.
b) Unless specifically listed in the Proposal, the Services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB'S), radon gas, or any airborne pollutants and all other hazardous materials.
c) If samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Thrasher shall, after completion of testing, return such samples or materials to Client, who shall be responsible for properly disposing of such samples and materials in accordance with applicable laws, at its own cost. Client recognizes and agrees that

Thrasher will at no time assume the ownership or control of such substances, waste, materials, or constituents.

d) Client acknowledges that, prior to commencing the Services, Thrasher has had no role in generating, treating, storing, transporting, or disposing of waste materials which may be present at the site and Thrasher has not benefited from the processes that produced any such waste materials. It is understood and agreed that Thrasher is not and has no responsibility as a generator or operator, or as a storage, treatment, transport, or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the site. The Services shall not include directly or indirectly arranging for the treatment, storage, transport, or disposal of waste materials or pollutants, on or offsite.

e) Thrasher shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes. Client shall indemnify, defend, and hold harmless Thrasher for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).

Client Responsibilities: Client, at its own expense, shall:

a) Provide Thrasher with all criteria and information necessary for Thrasher to comply with the Services and Offer to Perform Services, as the same may be amended or modified from time to time, and any requirements of the Project;
b) Provide Thrasher all information, documents, and assistance necessary or reasonably requested by Thrasher to enable performance of the Services in a timely manner, all which Thrasher shall be entitled to rely upon without independent verification;
c) Make decisions, provide approvals, and obtain all necessary authorizations, licenses, and permits required to permit the timely performance of the Services;
d) Notify Thrasher if Client becomes aware of any matter that may change the scope, timing, order, or complexity of the Services;
e) Act reasonably, professionally, and in good faith in all respects in connection with this Agreement;
f) Furnish Thrasher with copies of all existing data, reports, surveys, plans, and other materials and information, within Client's possession required for the Project or the performance of the Services, all which Thrasher may use and rely upon in performing the Services;
g) Arrange for access to and make all provisions for Thrasher to enter upon public and private property as required for Thrasher to perform the Services;
h) Describe the activities which were conducted at the site by Client or by any person or entity which would relate to the Project and identify by name, quantity, location, and date any releases of hazardous substances or pollutants, if any;
i) Provide prompt notice to Thrasher whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the Services or any alleged defect in the Services;
j) Designate an individual or individuals to act as Client's representative(s) with respect to the Services who shall each have complete authority to transmit instructions, receive information, and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data, and reports;
k) Assume responsibility for personal injuries and property damage caused by Thrasher's interference with subterranean structures such as pipes, tanks, and utility lines that are not disclosed to or are not accurately disclosed to Thrasher by Client in advance of commencement of the Services; and
l) To the extent required by law, report promptly all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

Waiver: Client waives any and all claims against Thrasher for incidental special, indirect, or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages, or business interruption type damages arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability), or otherwise and no matter how claimed, computed or characterized. Both Client and Thrasher waive the right to trial by jury in any legal proceedings relating to this Agreement.

Confidentiality: Each Party will keep confidential all confidential information disclosed to it by the other party; provided that either Party may disclose confidential information to those persons who need to know such information for purposes that relate to the performance of the Services. Except as specifically provided herein, neither Party will acquire any right, title, or interest in or to the confidential information of the other Party.

Exclusivity: Information, work product, reports, or deliverables provided by Thrasher to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged.

Governing Law, Jurisdiction, and Venue: This Offer to Perform Services will be interpreted and construed in accordance with the internal laws of the State of West Virginia without giving effect to its principles of conflicts of laws. Any suit or action regarding this Offer to Perform Services shall be heard in Harrison County, West Virginia, in either the State or Federal Court located therein. The Client hereby waives any claim to forum non conveniens, or any similar claim or assertion. Client agrees that the locations and courts set forth herein are not a forum non conveniens for the Client and this provision is reasonable in all respects.

Use of Documents:

a) All documents are instruments of service, and Thrasher shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Thrasher) whether or not the Project is completed.
b) If Thrasher is required to prepare or furnish drawings or specifications under this Offer to Perform Services, Thrasher shall deliver to Client at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
c) Client may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Thrasher grants Client a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Thrasher of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Thrasher, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Thrasher; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Thrasher, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Thrasher or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Thrasher and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, Including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Thrasher; and (4) such limited license to Client shall not create any rights in third parties, provided, however, that in the event of any assignment for the benefit of Client's construction lender, such lender or successor shall be entitled to assume Client's license to such documents subject to the other terms and conditions contained in this Section.
d) If Thrasher at Client's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Thrasher at rates or in an amount to be agreed upon by Client and Thrasher.

Electronic Transmittals:

a) Client and Thrasher may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreed protocol.
b) If this Offer to Perform Services does not establish protocols for electronic or digital transmittals, then Client and Thrasher shall jointly develop such protocols.
c) When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from t hose used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Sales or Use Taxes: If any governmental entity, has already done so or does so in the future, takes a legislative action that imposes sales tax, additional sales or use taxes on Thrasher's services or compensation under this Offer to Perform Services or any related, associated or other services of any type, then Thrasher may invoice such additional sales or uses taxes for reimbursement by Client. Client shall reimburse Thrasher for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Thrasher is entitled under this Offer to Perform Services.

Resolution No. 24-034

Introduced in Council: Adopted by Council:

October 21, 2024

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 24-034 - Authorizing the Mayor or City Manager to enter into an agreement with G & G Builders, Inc. for interior remodel and construction services of the Development Services office in the amount of $208,688.00 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 enter into an agreement with G & G Builders, Inc. for interior remodel and construction services of the Development Services office in the amount of $208,688.00 pursuant to a competitive bid process.

Resolution No. 24-035

Introduced in Council: October 21, 2024

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-035 – Authorizing the Mayor or City Manager to enter into a five-year lease agreement with Pitney Bowes for postage and mail inserter machines for Information Systems at a total of $119,035.80 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 a five-year lease agreement with Pitney Bowes for postage and mail inserter machines for Information Systems at a total of $119,035.80 pursuant to a competitively sourced contract.

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

CITY OF CHARLESTON

Purchase Request

Date: 10/02/2024

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: I request to renew our lease with Pitney Bowes for our mail inserter machine and an updated postage machine with certified mailing capabilities.

Purchase justification: Our lease for both of our mail machines is up and we need to renew our lease and update the equipment. The postage machine is outdated and being discontinued. The mail inserter needs a bottom address kit to be able to print checks with the address on the bottom of our checks when our Eden system transitions to the new Tyler software.

If approved, the total purchase price will be: $119,035.80 for 60 months

(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. Pitney Bowes ______________________________ Price Quote: $119,035.80 __________

2. ____________________________________ Price Quote: $__________________

3. ____________________________________ Price Quote: $__________________

4. ____________________________________ Price Quote: $__________________

5. ____________________________________ Price Quote: $__________________

The apparent low-bid vendor *meeting specifications* is: Pitney Bowes ____________________________

AND

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

OR

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

____

____

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

ITEM A (For Sole Source Procurements ONLY)

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

This would be a direct purchase off of Sourcewell Contract 011322. We must purchase this product to meet the requirements to prepare and

send out mail efficiently on a daily basis. This equipment is essential to our operations and will help us maintain our workflow. ___________

____

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: Andrea McClure________________ Department: Mailroom______________________

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

****

Funds Approval: [signature]__________________________ Date: 10/11/2024

Authorized Financial Officer

Account Number: 001-431-00-000-2-219 (Council Approval Required)

City Manager Approval: _______________________________ Date:______________________

3

Sending
Technology
Solutions

Sending Technology Solutions

Proposal for:

City of Charleston - Inserter

Prepared by:
Susan Lopinsky
WV Government Account Manager
304-881-9298

October 1, 2024

Notice of confidentiality

The responses provided herein are intended for discussion purposes and nothing contained herein is intended as a binding agreement, which can only be reached by a written agreement entered into by the parties. The information contained in this document and the solution proposed by Pitney Bowes (PB) is proprietary and confidential to PB. These materials can be used solely for the purpose of evaluating a possible transaction between PB and its prospective client. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of PB.

Financial Overview: Lease Option – Includes St of WV Documents

Current financials – Sourcewell Contract RFP 011322 / AMA 0612 9122 DPS24*03

- Relay 5000 Inserter with Hi-Capacity Sheet Feeder and Vertical Power Stacker
- 60 Months at $792.46 per month (billed quarterly)
- Commencement Date: January 2019

Solution Option 1 Recommendations (Like for Like Solution)

- Relay® 5000 Inserting Solution
  - Hi-Capacity Sheet Feeder
  - 3 Insert/Sheet Tower Trays, 1 Outer Envelope Tray
  - Vertical Power Stacker

Lease pricing

60 Months $971.87 / mo. (billed quarterly)

Solution Option 2 Recommendations

- Relay® 5000 Inserting Solution
  - Hi-Capacity Sheet Feeder
  - 3 Insert/Sheet Trays, 1 Outer Envelope Tray
  - Bottom Address Kit (needed if you move the address line to bottom of check)
  - Vertical Power Stacker

Lease pricing

60 Months $995.07 / mo. (billed quarterly)

- All pricing includes delivery, installation, and training
- Includes equipment maintenance
- Pricing is valid until 10/31/2024

Relay® 5000 Inserting Solution

Mailing Solutions | SaaS Shipping Solutions | Lockers & Receiving Solutions | Business Communication Automation | Financial Services | Client Enablement Services

Key features

• Straight paper path for reliable and consistent material feed allowing uninterrupted throughput.	• Improve your productivity by finishing up to 4,000 mail pieces per hour and up to 62,500 finished pieces per month.
• Flexibility to handle both letter-size envelopes and flats in the same job, without the need for manual changeover.	• Wizard-based user interface is designed so that any user can run mailing jobs with ease, including animated walk-through videos that guide operators on exactly how to load materials.
• Meet the document integrity and security needs for your business including pre-determined amount of page count, OMR, 1D, 2D barcodes and Pitney Bowes pioneered File Base Processing.	• Insert pages into a variety of envelope sizes, including #10, #11 or 6" x 9.5" for letter-sized mail, and up to 10.5" x 13" flats for unfolded document sets.
• Interchangeable tower feeders allow you to use them for sheets, BREs, pre-folded pages, or other inserts.	• Optional High-Capacity Sheet Feeders have two 1000 sheet trays giving you continuous operation of larger mailings.
• Maximize productivity with a dedicated clear deck button will allow the operator to remove and material that may have disrupted productivity without having to open any access doors.	• A variety of output options that range from a space saving catch bin to fully automated integrated mail machine or the vertical or conveyor power stackers.

Relay® 5000 Inserting Solution

Mailing Solutions | SaaS Shipping Solutions | Lockers & Receiving Solutions | Business Communication Automation | Financial Services | Client Enablement Services

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• Maximize productivity with a dedicated clear deck button will allow the operator to remove and material that may have disrupted productivity without having to open any access doors.	• A variety of output options that range from a space saving catch bin to fully automated integrated mail machine or the vertical or conveyor power stackers.

Customer Satisfaction Guarantee

Pitney Bowes Sending Technology Solutions is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes Service Level Agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance
For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service
Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support
For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00am until 8:00pm ET exclusive of holidays.

Rate change protection
With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence
For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services.

Purchase Power® service
The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won't be satisfied until you are satisfied.

Harris Warsaw

Harris Warsaw
Senior Vice President Global Sales, Global Sending Technology Solutions

Sending
Technology
Solutions

Sending Technology Solutions

Proposal for:

City of Charleston – Mail Machine

Prepared by:
Susan Lopinsky
WV Government Account Manager
304-881-9298

October 1, 2024

Notice of confidentiality

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Financial Overview: Lease Options (Includes St of WV Documents)

Current financials – Sourcewell Contract RFP 011322 / AMA 0612 9122 DPS24*03

- SendPro P3000 WOW Automatic Mailing Machine
- 60 Months at $861.04 per month (I combined both contracts for total monthly amount)
- Commencement Date: 10/30/19 End of Contract: 10/29/24

Solution Option 1 Recommendations (Like for Like Solution)

- SendPro® MailCenter 3000 Automatic WOW Mailing Solution
  - 310 LPM / 205 LPM in Weigh-on-the-Weigh® (WOW®) Mode
  - 10lb Sale with Stand
  - 100 Cost Accounts with Web View
  - Standard 15” Color Touch Display Screen
  - Electronic Return Receipt Software for Certified Mail ($1.48 savings per return receipt) with Reference# Feature and Barcode Scanner
  - USPS IMI Compliant
  - Drop Stacker
  - *Uses the same supplies as the current mail machine

Lease pricing

60 Months $1,155.54 / mo.(billed quarterly)

Solution Option 2 Recommendations

- SendPro® MailCenter 3000 Automatic WOW Mailing Solution
  - 270 LPM / 175 LPM in Weigh-on-the-Weigh® (WOW®) Mode
  - 10lb Scale with Stand
  - 100 Cost Accounts with Web View
  - Standard 15” Color Touch Display Screen
  - Electronic Return Receipt Software for Certified Mail ($1.48 savings per return receipt) with Reference# Feature and Barcode Scanner
  - USPS IMI Compliant
  - Drop Stacker
  - *Uses the same supplies as the current mail machine

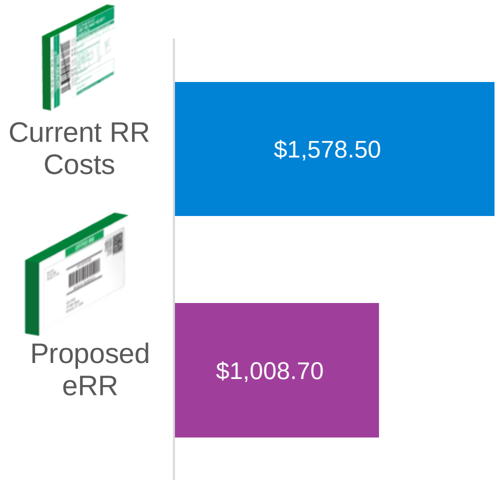
Lease pricing

60 Months $988.86 / mo. (billed quarterly)

- All pricing includes delivery, installation, and training
- Includes all equipment/software maintenance
- Pricing is valid until 10/31/2024

Certified Mail with ERR Savings Calculator – Based on current 12 Month Certified Mail Volume

Monthly Certified volume	385
Current Green Card Rate	$4.10
Current Labor Rate	$0.00
Current Hours spent on Certified Mail, including retrieving signatures	0.0



$2.62	**Proposed ERR Postage Rate**
$1.48	**Proposed ERR Savings Per Piece**
$0.00	**Proposed Monthly Labor Savings**
$569.80	**Total Monthly Savings**

Annual Savings Generated			
	$6,837.60	$0.00	$6,837.60
	Postage Savings	Labor Savings	Total Annual Savings

SendPro® MailCenter 3000 Automatic WOW Mailing System

Mailing Solutions | SaaS Shipping Solutions | Lockers & Receiving Solutions | Business Communication Automation | Financial Services | Client Enablement Services

Key features

• Simplify all your mailing processes with an advanced mailing solution	• For letter mail, the SendPro MailCenter 3000 will seal and print postage for mail up to 3/4” thick at up to 310 letters per minute.
• Weigh-on-the-Way module accurately rates mail based on the weight and dimensions of each envelope at speeds up to 205 letters per minute.	• Open or Closed-flap sealing for envelopes up to 3/4" thick with advanced pump-fed pad, complete with moisture adjustments at a job-level.
• Minimize interruptions with proven self-aligning, reverse separation technology.	• Print return addresses, envelope graphics or marketing messages at the same time it prints indicia - Optional Feature
• Accurately weigh envelopes and packages with an integrated weighing options	• Save on every piece of First-Class Mail
• Load-on-the-fly feeders help keep your mail moving, freeing time for other tasks.	• Complies with all current USPS® regulations including Intelligent Mail Indicia® (IMI)*, Dimensional Weighing® (DIM) and Intelligent Mail Package Barcode® (IMpb) when using compliant trackable label.

About Us

Pitney Bowes is a global shipping and mailing company that provides technology, logistics, and financial services to more than 90 percent of the Fortune 500. Small business, retail, enterprise, and government clients around the world rely on Pitney Bowes to remove the complexity of sending mail and parcels.

Mailing
Remove complexity from mailing with technology solutions to accurately produce and process mail.

Shipping
Multi-carrier technology that helps your entire organization make smarter decisions on every parcel you send.

Lockers & Receiving
Simplify the inbound package and asset experience with custom built solutions that deliver safety, security and convenience.

Business Communication Automation
Digital solutions and services to enhance document production and multichannel output, while automating critical workflows.

Ecommerce
Fulfillment, delivery, cross-border and return solutions to make for easier ecommerce logistics to help your business grow.

Financial Services
We offer businesses flexible payment options, postage and carrier funding, and improve access to capital.

Business Initiative Solutions

Enable Remote Work	Empower employees to mail and ship from anywhere, even from home.
Automate With API Integrations	Improve shipping operations, better manage cash flow, and reduce costs.
Deliver Contactless Pickup	Provide convenient safe, secure, and flexible options for parcel delivery.
Leverage Managed Services	Focus on your core business by outsourcing all or parts of your mailing process.
Optimize Cashflow	Consolidated carrier payments, innovative postage funding, and flexible financing.
Ensure Regulatory Compliance	Mitigate risk and protect private information in mailing and shipping workflows.

Trust and Expertise
Recognized by JD Power 2 years in a row

- 2020 Certified Assisted Technical Support (tele support)
- 2021 Certified Technical Support and Service (tele, field, self service delivery)

97% overall customer satisfaction rating

Environmental sustainability
2020 Climate Leadership Award for Excellence in Greenhouse Gas Management from The Center for Climate Solutions and The Climate Registry.

Reduced our electricity consumption by 11% in 2020

Achieve Carbon Neutrality by 2040

Local Partner
US-based with headquartered in Stamford, CT

Direct sales and service with local partner channel to support you everywhere you do business.

100+ Years of Experience and Innovation
Market leader in mailing and shipping

Over 3000 active patents

Global reach
11,000 employees with 2,500 dedicated Global Service staff

Support over 750,000 businesses around the world including 90% of the Fortune 500

Awards and Recognition

"We do the right thing, the right way."

2020 Best Corporations for Veteran's Business Enterprises

Customer Satisfaction Guarantee

Pitney Bowes Sending Technology Solutions is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes Service Level Agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance
For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service
Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support
For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00am until 8:00pm ET exclusive of holidays.

Rate change protection
With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence
For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services.

Purchase Power® service
The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won’t be satisfied until you are satisfied.

Harris Warsaw

Harris Warsaw
Senior Vice President Global Sales, Global Sending Technology Solutions

Solicitation Number: RFP #011322

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Mailing and Postage Equipment and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 28, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. In addition, any lease entered into by Supplier or Supplier's subsidiary and a Participating Entity under this Contract will continue for the applicable lease term identified in the lease agreement, subject to the terms and conditions of the applicable lease.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which may be negotiated directly between the Participating Entity and the Supplier. Supplier may require the use of Supplier's applicable standard transaction documents, such as lease, rental, subscription, license, and service level agreements. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased, provided that such termination will be effective as of the last day of the fiscal period for which funds have been appropriated. All charges and obligations under an applicable Lease incurred through the end of the fiscal period for which funds have been appropriated will remain due and owing, including the return of the Equipment at the Participating Entity's expense; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Sourcewell acknowledges that Supplier will provide leasing through Supplier's subsidiary identified in the Proposal and consents to such leasing transactions.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission, or willful misconduct, in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Neither party will be liable to the other for incidental or consequential damages under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
    a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, blanket

contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per claim
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally Omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. Supplier agrees to assess Buy American Act compliance on an individual transaction basis if applicable and advise the Participating Entity of the outcome of such assessment prior to entering into the transaction.

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: ___________________________
Jeremy Schwartz
Title: Chief Procurement Officer
3/3/2022 | 10:56 AM CST
Date: _________________________

Pitney Bowes Inc.

DocuSigned by:
894E820D7C7B421...

By: ___________________________
Bill Walter
Title: Vice President Government and GPO
3/3/2022 | 7:50 AM PST
Date: _________________________

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: ___________________________
Chad Coauette
Title: Executive Director/CEO
3/3/2022 | 10:59 AM CST
Date: _________________________

RFP 011322 - Mailing and Postage Equipment and Technology

Vendor Details

Company Name:	Pitney Bowes Inc.
Address:	3001 Summer Street Stamford, CT 06926
Contact:	Bill Walter
Email:	bill.walter@pb.com
Phone:	480-206-2984
HST#:	06-0495050

Submission Details

Created On:	Friday November 19, 2021 05:45:47
Submitted On:	Wednesday January 12, 2022 14:20:26
Submitted By:	Lisa Hunt
Email:	lisa.hunt@pb.com
Transaction #:	243fb52d-36f6-4f4a-8cbc-86766de30716
Submitter's IP Address:	165.225.38.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Pitney Bowes Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pitney Bowes Global Financial Services LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or DUNS number:	00-116-1793	*
5	Proposer Physical Address:	3001 Summer Street, Stamford, CT 06926	*
6	Proposer website address (or addresses):	www.pitneybowes.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bill Walter Title: Vice President, Government and GPO E-mail: bill.walter@pb.com Phone: 480-206-2984	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bill Walter Title: Vice President, Government and GPO E-mail: bill.walter@pb.com Phone: 480-206-2984	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Hare Title: Director, Government and Expedited Delivery Contracts E-mail: amy.hare@pb.com Phone: 203-360-2253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Pitney Bowes Inc. was incorporated in the state of Delaware in 1920. As a US company, we are an industry leader offering innovative products and solutions that enable commerce in the areas of customer information management, customer engagement, shipping and mailing, and global ecommerce. We provide products, services, and support to hundreds of thousands of clients. Approximately 100,000 of the 900,000 meters we have installed in the US are with government clients, spanning all 50 states nationwide. We provide our services to many cooperative organizations via master agreements. Our approach is to understand customer challenges and craft sending technology solutions that are individually designed. For us, getting it right matters. With a steady focus on the future of sending, Pitney Bowes continues to innovate every day. From the first postage meters to today's software and services, we've crafted a range of sending technology solutions that remove complexity and drive meaningful impact for your business. From the simplest postage meter to the most complex enterprise-wide process management solution, we support entities of all makeups and sizes. Being the pioneer of the postage meter, Pitney Bowes has dedicated the last century to advancing the technologies and solutions which enhance and improve business markets' commerce needs, leading to billions of transactions each year. Over the last 101 years we've helped clients nationwide, which include 90 percent of the Fortune 500 companies, to simplify their operations with accuracy and precision delivered by our innovative solutions and services. We help organizations of all sizes meet their immediate sending needs and stay ahead of the curve in the fast-changing world of modern commerce. Our clients range from small offices or agencies with a handful of employees (e.g. small towns, local libraries, etc.) to medium sized organizations that are the pulse of a community (i.e. county offices, school districts, etc.) to large multi-location organizations (i.e. state agencies, large counties, etc.). We are building a foundation to give Pitney Bowes the opportunity for long-term success. Today, we are a streamlined global technology company focused on shipping, mailing and related financial services that operates in markets where we have true competitive advantage.	*
11	What are your company's expectations in the event of an award?	Pitney Bowes looks forward to being of continued service and a true business partner to Sourcewell members. Sharing industry knowledge, best practices and workflows that benefit and strengthen the members is the overarching goal of Pitney Bowes.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see our financials at the following link: https://www.investorrelations.pitneybowes.com/investor-overview?c=83377&p=irol-irhome We have also attached a copy of our 10K as Attachment 15	*
13	What is your US market share for the solutions that you are proposing?	Pitney Bowes Inc. has approximately 70% of the market share Nationwide.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) While Pitney Bowes is headquartered in Stamford CT, we provide support for our clients throughout the entire United States. Warehouses and Call Centers are strategically located to provide coverage for our clients from 7:00am to 6:00pm in all time zones, Monday-Friday. Our online services are available 24/7. Additionally, our workforce is strategically based in order to provide continuous support at client locations across the county. We take pride in being able to provide optimized account coverage that includes integrated sales, services, and support structure to deliver a world class experience. In addition, we have an executive sponsor driving client initiatives through all of Pitney Bowes internal business units. This includes: • Geographic sales coverage with dedicated North American resources to deliver an exceptional client experience, including billing and services. • Dedicated Client Relationship Managers • Single point of contact to coordinate and oversee dedicated client operations and client services • Escalation points of contact for case management, billing, and technical support. • Client centric adoption of Pitney Bowes solutions through onboarding support. Pitney Bowes entered its second century celebrating our strong tradition of dedication to clients and our continuing commitment to deliver everything from product design to manufacturing, sales, support, and external partnerships to satisfy our clients' business needs. Pitney Bowes has been recognized by J.D. Power for providing "An Outstanding Customer Service Experience" for its Technology Service & Support Program. Pitney Bowes' Authorized Dealers are certified by Pitney Bowes to sell, service and support Pitney Bowes solutions. This certification process is the same certification process that Pitney Bowes sales representative and technicians must complete. In regards to Service, should escalation be required, Pitney Bowes Authorized Dealers have direct access to Level 2 Technicians in the Pitney Bowes Technical Escalations Center. If additional infield support is required, Pitney Bowes Authorized Dealers have access to Pitney Bowes Area Technical Specialists. All Dealer escalations for clients are managed through cases established internally in our CRM tool for visibility and reporting. Our sales, both external field sales and our internal field sales organization, are employees of Pitney Bowes. Our technicians are also employees of Pitney Bowes. Dealer sales and service personnel are third party employees held to the same high standards and adherence to the terms of this RFP and subject to the terms of the resulting contract as Pitney Bowes direct employees.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Pitney Bowes is operating in good standing and has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Pitney Bowes further agrees that, if awarded, we will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no Suspensions or Debarments within the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please see our Attachment 1 Pitney Bowes Offer Letter attached for an outline of our awards and recognition.	*
20	What percentage of your sales are to the governmental sector in the past three years	Pitney Bowes' government sector makes up 35+% of our overall sales in the past three years.	*
21	What percentage of your sales are to the education sector in the past three years	We estimate that 10-12% of total SendTech sales are to the education sector over the last three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pitney Bowes considers this type of information confidential and proprietary as we have executed many NDAs with our clients. In addition, we have executed contracts with several Group Purchasing Organizations in which we have agreed to confidentiality terms within the contract as well.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pitney Bowes holds the following Contracts: • MAS Schedule# 47QSMA21D08R3 • GS-25F-0010M Although Pitney Bowes does not share our contract sales and reporting with other entities, we must adhere to the Federal Acquisition Regulation listed below. I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002) (a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter. (b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Oklahoma - Central Mail	Andy Wright	Phone: 405-325-6600 Email: andywright@ou.edu	*
State of Maryland	Mike Meyers	(410) 207-4784	*
State of Arkansas Disability Determination Services	Jeff Stearns	(501) 6827627	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
N/A	Government	California - CA	Mailing/Shipping/Mail handling Products and Services	$1000.00 - $250,000.00	$12,649,067.00	*
N/A	Government	Texas - TX	Mailing/Shipping/Mail handling Products and Services	$1,000.00 - $150,000.00	$14,591,114.00	*
N/A	Government	New York - NY	Mailing/Shipping/Mail handling Products and Services	$1000.00 - $200,000.00	$11,143,861.00	*
N/A	Government	Illinois - IL	Mailing/Shipping/Mail handling Products and Services	$1000.00 - $250,000.00	$6,267,159.00	*
N/A	Government	Florida - FL	Mailing/Shipping/Mail handling Products and Services	$1000.00 - $75,000.00	$6,516,754.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Pitney Bowes has 152 full time field sales force employees. The sales force handles dedicated account portfolios for their respective accounts, Review client requirements, analysis, discuss needs with clients, provide quotations and all other aspects of the pre-sales, implementation, and post-sales process. In addition to our field sales force, we have 12 inside sales force employees. Our inside sales force provides similar functions as our Direct Field Sales force but from our Shelton office. Members of this team do not have a dedicated account portfolio.	*
27	Dealer network or other distribution methods.	We have 29 dealers that are trained and authorized to sell and service our Pitney Bowes products. The territories that they handle are outlined in our Authorized Dealer/Partner listing that is attached to our bid response.	*
28	Service force.	Pitney Bowes has 427 field service technicians nationwide. These service techs are responsible for set- up, installation, training, break-fix repair and preventative maintenance on a national level.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are place through our sales representatives, whether they are field representatives, inside sales representatives or dealer representatives. All pricing and paperwork are generated by our centralized online quoting system to ensure contract price and paperwork compliance with the contract. Client either generates an appropriate purchase order or signs the lease/sales paperwork. Once an executed agreement is obtained, the sales representative uses the same system to place the order ensuring fulfillment accuracy and timeliness.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Pitney Bowes has several ways in which you can obtain support. You can click on the link: https://www.pitneybowes.com/us/support.html. You can call us at the information below. In addition, our Technical Support services are outlined in our technical support document which is attached to our response as Attachment 12. We provide support for our clients throughout the entire United States. Warehouses and Call Centers are strategically located to provide coverage for our clients from 7:00am to 6:00pm in all time zones, Monday-Friday. Our online services are available 24/7. Telephone # for Support is 1.844.256.6444. Please see our Call Center Support Services that is included as Attachment 13.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We will provide products and services to all participating entities nationwide in all 50 states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A - Pitney Bowes will not be providing our products and services to Canada under the Sourcewell Contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas in the United States but we will not be servicing Canada under this contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will fully service all participating entity sectors nationwide to all 50 states.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	US territories are not included under this contract. Pitney Bowes does not have any requirements or restrictions on Alaska or Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	See our Marketing Plan attached to this proposal as attachment 10	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	See our Marketing Plan attached to this proposal as attachment 10	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an invaluable partner to Pitney Bowes for many years. By educating the members and prospects on the many benefits of cooperative procurement, Soucewell had broadened and enhanced acceptance and adoption of all the contracts under its' umbrella. Pitney Bowes consistently talks to members and prospects about the value of our Soucewell contract not only as price point but as for true cooperative procurement and the efficiency and process improvements that can bring. Please see attached Marketing Plan for further information.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the configurable nature of our products and services, Pitney Bowes does not offer an E-Procurement punch-out process at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Pitney Bowes offers complete training for every product and service we sell. Basic installation and training is included with every quote. Members will be fully up and running and trained on their new solution. We have found this leads to increased adoption of the solution throughout the entity along with increased member satisfaction. Additional or advance operator training is available and listed within the contract price book as well as unique configuration services any member may need.	*
41	Describe any technological advances that your proposed products or services offer.	Please see Attachment 1 -Pitney Bowes Offer Letter. We have attached an abundance of information regarding the products that we are offering under our proposal.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We consider the actual and potential impacts of our operations on the environment, with particular focus on climate-related risks and sustainability. We are mindful of these factors in how we develop, modify, and delivery our products and services. To provide a discipline and consistency to these practices across the organization we use a cross-functional environmental sustainability committee. This committee focuses on sharing industry best practices, serves as a forum to share information and ideas throughout the company, and reviews company strategy, products, and operations through the lens of environment sustainability. For additional information, please see our Corporate Responsibility Document at this link: https://www.pitneybowes.com/content/dam/pitneybowes/us/en/our-company/corporate-responsibility/reports/2020/corporate_responsibility_report_2020_web.pdf Pitney Bowes hold the following certifications and recognitions: • Current ISO14001 Certification • Green Power Program. In 2019, Pitney Bowes was listed by the U.S. Environmental Protection Agency as one of the “Green Power Partnership Top 30” in Tech & Telecom, which places it among the 30 largest U.S. green power users in that category. • Pitney Bowes is recognized with the 2020 Climate Leadership Award for Excellence in Greenhouse Gas Management from the U.S. Environmental Protection Agency and the Center for Climate Solutions, in recognition of its consistent success in improving energy efficiency and reducing our environmental footprint. In addition, Pitney Bowes has achieved numerous other environmental targets including: • Reducing energy consumption. In 2019, Pitney Bowes achieved its 2020 carbon emissions target a full year ahead of schedule, and electricity consumption was down by approximately 34.7 million kilowatt hours from its 2007 baseline, saving $5.03 million and reducing our carbon footprint by 16,810 metric tons of CO2. • Fleet efficiency and sustainability initiatives. Transportation and logistics are vital components of Pitney Bowes Commerce Services business, with a fleet encompassing more than 400 power vehicles, vans, straight trucks and tractors. As an EPA SmartWay Partner, the company has steadily improved the environmental performance of both its vehicles and its transportation network through a combination of hardware and software solutions, enabling its vehicles to avoid 300,000 miles of driving and save more than 30,000 gallons of fuel in 2019. • Green remanufacturing. Pitney Bowes has a long legacy of product remanufacturing and recycling. It has established centers throughout the United States, Canada and Europe where clients return products for subsequent remanufacture, reuse of parts, or recycling. In 2019, equipment remanufactures diverted more than 498,000 pounds of waste from recycling to reuse. In total, Pitney Bowes' remanufacturing process has kept more than 3.6 million pounds of products out of waste streams in the past eight years. • Flexible work arrangements help lower our carbon footprint. Well before the COVID-19 pandemic transformed workplaces around the world, Pitney Bowes encouraged agile work as a means of saving time and reducing energy consumption, resulting in more than 14,000 fewer miles per employee not driven.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PRESS RELEASE: Pitney Bowes Recognized with 2021 Climate Leadership Award STAMFORD, Conn., October 14th, 2021 - Pitney Bowes (NYSE:PBI), a global shipping and mailing company that provides technology, logistics, and financial services, today announced it is being recognized with the 2021 Climate Leadership Award for Excellence in Greenhouse Gas Management for the second consecutive year. Pitney Bowes will be recognized for its ongoing efforts and commitment to reducing its environmental footprint in a ceremony that will take place virtually this evening during the Climate Leadership Awards. The Climate Leadership Awards take place during the Climate Leadership Conference, which brings together forward-thinking leaders from business, government, academia, and the non-profit community to address climate change through policy, innovation, and business solutions. Awardees are honored for exemplary corporate, organizational, and individual leadership in reducing carbon pollution and addressing climate change in their operations and strategies. “Taking action on climate change is more important than it’s ever been. We are inspired and honored to be in the company of so many outstanding U.S. organizations being recognized by The Center for Climate Solutions and The Climate Registry,” said Daniel Goldstein, Executive Vice President, Chief Legal Officer and Corporate Secretary at Pitney Bowes. “As we transform our business model and objectives, we do so along with a long-term vision of achieving carbon neutrality. To meet our objectives of both growth and environmental sustainability, we have a consistent focus on making our operations more efficient and using green technologies.” Pitney Bowes is being recognized for Excellence in Greenhouse Gas Management (Goal Achievement Award) for the following: • Reducing global emissions nearly 13% from 2015 to 2020, exceeding goal of 8%. • Developing and implementing sustainability initiatives in transportation and logistics, including by phasing in fuel-efficient vehicles for the North America Service Fleet, installing EV charging stations at Pitney Bowes’s largest office building, and making hardware and software improvements for commercial vehicles to reduce emissions. • Reducing electricity consumption through site consolidations, efficiency upgrades, energy audits, and employee trainings. Since 2007, electricity consumption has decreased by approximately 35 million kilowatt hours, saving $5.03 million and reducing 16,810 metric tons of carbon dioxide. • Implementing "Green Energy” in place of fossil fuel-based energy at operating facilities when possible. Since 2009, Pitney Bowes has also purchased renewable energy credits to support 193,754,000 kWh of green power projects. • Implementing programs to reduce waste and promote remanufacturing and recycling. The company avoided 3,636 metric tons of carbon dioxide equivalent through their waste reduction campaign in 2019 alone, and in the past 8 years has kept 3.6 million pounds of products out of the waste stream through remanufacturing. “Congratulations to the 2021 Climate Leadership Award winner Pitney Bowes for their stand-out achievements,” said Amy Holm, Executive Director of The Climate Registry. “At a time when the world urgently needs more climate action and ambition, these organizations and individuals demonstrate what is possible.” “Being a climate leader and advocate for ambitious action means taking the steps today that set up opportunity for the future,” said Nathaniel Keohane, President of the Center for Climate and Energy Solutions (C2ES). “The Climate Leadership Awards recognizes only those that aim high and have plans in place to achieve their goals. Pitney Bowes has shown exactly that kind of foresight and set an example among its peers.” Pitney Bowes has committed to achieve carbon neutrality by 2040 through continued investment in more efficient facilities and green technologies to support our operations. To learn more about Pitney Bowes commitment to sustainability, visit the 2020 Corporate Responsibility Report located at the link below: https://www.pitneybowes.com/content/dam/pitneybowes/us/en/our-company/corporate-responsibility/reports/2020/corporate_responsibility_report_2020_web.pdf	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes	In April of last year our company entered our second century during a global pandemic. There was a certain symmetry to how we entered our second century, since Pitney Bowes began a hundred years ago as the last	

	your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	major pandemic was ending. On top of the global pandemic, 2020 was a year of tremendous social disruption. With all these disruptions came opportunities. Opportunities from a business perspective and importantly opportunities to demonstrate our commitments to our values of doing the right thing the right way and ultimately opportunities to demonstrate our character. Successful companies that create long term value effectively answer four questions: First, why do employees work for you; second, why do customers buy from you; third, why do communities allow you license to operate within their locales; and finally, why do investors give you the capital to run your business. Limit focus on one of these priorities to favor another and any advantage you create will be ephemeral. It has always been important to focus on the health and well-being of your employees. In 2020, it was literally life or death. As Pitney Bowes was deemed an essential business many, actually most, of our workers showed up at our distribution and sortation centers as they did before, but with new protocols. Masks, social distancing, temperature checks and a variety of other changes were made to ensure our team was safe. As has been the case for a hundred years, our team came through with flying colors demonstrating their resilience and dedication which has sustained Pitney Bowes. 2020 was also a year which called into question a company's cultural commitment to equality for all. At Pitney Bowes this is nothing new. Doing the right thing the right way is grounded in creating a workplace that works for all. Consequently, diversity and inclusion are not new topics to us. They are topics that we have been living for 100 years. And our commitment to diversity and inclusion continues to be recognized. In 2020, Pitney Bowes was recognized by Forbes Magazine for the second consecutive year as a great company for diverse employees to work and we were also recognized for our commitment to Women and the LGBTQ+ community. All that said, we need to, and we will continue to up our game, particularly in the area of inclusion. Pitney Bowes was deemed an essential company because of the unique role we play in commerce, specifically the movement of mail and parcels. With the huge influx of volume of parcels, 2020 was a challenging year, but we did our level best to help as many clients as we could. Also, because of hardship from the pandemic, we worked with our clients as best we could to help with momentary economic difficulties. Again, Pitney Bowes can't alleviate all hardship caused by the pandemic, but we did what we could. Our commitment to responsible citizenship is making a difference in communities where we operate around the world. This past year we helped meet urgent needs through direct charitable contributions, partnerships with local and national nonprofit organizations, grants from the Pitney Bowes Foundation, volunteerism, and advocacy on key issues made more acute by public health challenges. We also continued our longstanding work to combat social inequities by closing education gaps, supporting initiatives around early childhood education, literacy, STEM, summer learning and workforce preparedness programs with a particular focus on the needs of students in underserved communities. In 2020, we also continued our aggressive search for better ways to minimize our environmental footprint and model best practices for others. After achieving our five-year target for carbon emission reduction, a year early, we immediately set a more aggressive goal for the next five. Our 2020 recognition by "The Climate Leadership Awards" for excellence in greenhouse gas management served as a further impetus to do even more and we are. We have committed to achieve carbon neutrality by 2040 through continued investment in more efficient facilities and green technologies to support our operations. In terms of products, We have an abundance of products in which	*

		we continue to innovate. Our Mailing and Shipping systems are IBI compliant as the new USPS mandates go into effect, further, we have built up our smart locker and integrated tracking software offerings as more and more contactless options become necessary in the world today.	

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. All of our terms and conditions that are uploaded contain a section on our Warranty. We have attached our sales and internet terms under Warranty. The Warranty is explained in Section 1.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "Excluded Circumstance" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images. (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Pitney Bowes can provide a certified technician to perform warranty repairs nation wide within all 50 states as applicable. We do not provide service in Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes our 12 month warranty service applies to all products offered under our proposal. All service will be performed by Pitney Bowes authorized service technicians.	*
51	What are your proposed exchange and return programs and policies?	Please see Attachment 1 - Pitney Bowes Offer Letter attached which contains our Customer Satisfaction Guarantee and Attachment 9 - Pitney Bowes Return Policy.	*
52	Describe any service contract options for the items included in your proposal.	Please see Attachment 12 - Technical Support Overview Document attached to our response.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Please see our Attachment 1 Pitney Bowes Offer Letter that included our Customer Satisfaction Guarantee.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please see Attachment 12 - Technical Service Overview document	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30. Credit Card, Cash, Check, ACH	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Pitney Bowes Global Financial Service LLC is pleased to offer three different leasing programs, FMV Lease options, LTOP Lease option and our Operating Lease option. All of these options provide for varying durations from 24 to 60 month lease terms to fit the individual needs of the entity.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See our attached sample lease and purchase agreements as well as Attachment 2 - State and Local FMV lease terms, Attachment 3 - State and Local LTOP lease terms, Attachment 4 - State and Local Operating lease terms, and Attachment 8 - Send-Tech US Sales-Lease Internet Terms.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, for all items except for payment of actual postage. No additional cost is incurred by participating entities.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Discounts - MSRP less a percentage discount. See our price list uploaded to the price section of the proposal.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pitney Bowes is offering discounts ranging from 0 % to 36%.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Pitney Bowes is proud to have our entire product line included in our pricelist.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight and shipping is included in any purchase or lease quotes given to a member.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Hawaii receive the same pricing as the other states. We are not including Canada in our response.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This is a very broad statement, Pitney Bowes has contracts with many GPOs, Cooperative Procurement Organizations and State Purchasing Departments. Some that are priced higher than what we offer under Sourcewell and some that are priced the same as the pricing we offer under Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	At Pitney Bowes contract compliance is of supreme importance. Access to Sourcewell pricing is integrated into our electronic online pricing tool which is available to all sellers regardless of channel. This tool ensures compliance to contracted pricing and is not alterable by the sales representative. Client accounts also have a visual identifier in our system that further alerts the representative. Clients are verified against the online Member Lookup portal on the Sourcewell site before pricing is quoted. Our quarterly usage reports draw sales directly from the system and are verified. As has been demonstrated over the last five years of the current contract, only very rarely is there an error which is quickly remedied.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One internal metric and probably the most important will be the client satisfaction scores received from our Sourcewell clients. Members deserve and expect superior customer service and satisfaction, especially from the pre-eminent industry leader. It is not just about growing GPO or supplier revenue but truly satisfying the wants, needs and desires of the members. The NAST and other scores allow us to constantly improve our service to clients. When those clients are very satisfied, the quarterly usage reports will be reflective of that as does our most Q4 2021 usage report which reflect and all-time high in contract revenue reported.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Pitney Bowes is pleased to offer a 1% administration fee to Sourcewell under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see the attachedAttachment 1 - Pitney Bowes Offer letter for a more in depth description due to space limitations in this section. Pitney Bowes is offering our broad breadth of solutions and products that span the complete needs of the members. From mailing solutions to shipping/receiving solutions, parcel lockers, inserting systems, analytics and much more, solutions we assist members with improve wide ranging processes and workflows.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Postage meters, Mailing Systems, Postal Scales, Letter Openers, Folders, Inserters, Addressing Systems, Parcel Lockers, Sending/Receiving solutions and software, Analytics solutions, Mailing System Furniture.	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Cate or or T pe	Offered	Comments	
73	Solutions for the receiving, handling, preparation, packaging, tracking, and shipping of mail and parcels, including equipment, technology, hardware, software, supplies, and accessories	◉ Yes ○ No	Pitney Bowes is offering our full product line in these categories	*
74	Purpose-built mailroom furniture, furnishings, security or storage systems, and equipment, with related supplies and accessories	◉ Yes ○ No	Pitney Bowes offers purpose-built furniture and storage systems for use with our equipment.	*
75	Postage systems of all types and postal cost-optimization solutions	◉ Yes ○ No	Pitney Bowes is offering our full product line in these categories	
76	Services related to the offering of the solutions described in Sections 1. a. – c. above, including installation, maintenance, repair, training, integration, support, and customization	◉ Yes ○ No	Pitney Bowes is offering all Services related to the solutions described in section one a.-c.	*

Table 15: Industry Specific Questions

Line Item	Question	Response	
77	Describe the ability to integrate the solutions you offer with other mailroom technologies, if any.	Pitney Bowes numerous avenues and mean to integrate to other technologies. From the most basic file transfer in .xls to much more robust API's we offer both the opportunities and trained IT personnel to meet the needs of members. Our recent acquisition of CrescoData provides integration to over 85 commerce channels through a single API, and enables mapping and automating of product, stock and order data between platforms. Whether the information transfer is simple or complex for our Enterprise Shipping and Locker solutions, Pitney Bowes is able to help our clients.	*
78	Describe your ability to customize your proposed solutions to unique customer requirements.	Pitney Bowes has thousands of SKUs which allows us to configure a solution that is tailored to the clients needs. From small non-profit office to city government to the largest education or state enterprise shipping application a solution can be configured to meet the need. Not only numerous options within a subcategory can be configured but as we are offering the breadth of our products on this contract, solutions from multiple categories con be configured to meet the various process and workflow improvement needs within a member entity.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document s are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document s cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one 1 document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one 1 document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Attachment 14 - Sourcewell Price Book January 2022.pdf - Wednesday January 12, 2022 07:57:00
- Financial Strength and Stability - Attachment 15 - Pitney Bowes Inc - 2020 Form 10-K.pdf - Wednesday January 12, 2022 08:05:58
- Marketing Plan/Samples - Attachment 10 - Pitney Bowes Marketing Plan - Sourcewell.pdf - Wednesday January 12, 2022 08:32:40
-

WMBE/MBE/SBE or Related Certificates optional

- Warranty Information - Attachment 8 - SendTech US Sales-Lease Internet Terms-OCTOBER 2021.pdf - Wednesday January 12, 2022 08:25:07
- Standard Transaction Document Samples - Standard Transaction Documents - Samples.zip - Wednesday January 12, 2022 10:09:33
- Upload Additional Document - Pitney Bowes Offer Letter and Attachments.zip - Wednesday January 12, 2022 11:31:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bill Walter, Vice President, Government and GPOs, Pitney Bowes Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_ Mailing_Postage_Eqpt_Tech_RFP_011322 Wed January 5 2022 04:31 PM	☑	1
Addendum_3_ Mailing_Postage_Eqpt_Tech_RFP_011322 Tue January 4 2022 09:16 AM	☑	1
Addendum_2_ Mailing_Postage_Eqpt_Tech_RFP_011322 Mon January 3 2022 03:01 PM	☑	1
Addendum_1_ Mailing_Postage_Eqpt_Tech_RFP_011322 Thu December 2 2021 02:57 PM	☑	1

Resolution No. 24-036

Introduced in Council: October 21, 2024

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 24-036 - Authorizing the Mayor or City Manager to renew its contract with InterVision Systems, LLC, for a three-year term in the annual amount of $79,365.00 and the total amount of $238,095.00, to continue providing the City's email security gateway, where the purchase was determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to renew its contract with InterVision Systems, LLC, for a three-year term in the annual amount of $79,365.00 and the total amount of $238,095.00, to continue providing the City's email security gateway, where the purchase was determined through a competitive bidding process.

General Info

Total:

$238,095.00

Number

2024-41 Barracuda Email Protection Premium Plus

Deadline

10/09/2024 10:00 AM EDT

Vendor

InterVision

Submitted

10/08/2024 03:53 PM EDT

Signed by

Zachary Vasko **Account Holder**
Zachary Vasko

Opened

10/09/2024 03:33 PM EDT **By**
jamie.bowles@cityofcharleston.org

Description

Summary:
The City of Charleston IS Department is seeking bids for the purchase of a Barracuda Maintenance ESG Solution. The following should be an outline of service components and installation requirements.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

ATTACHMENT LIST

- 2024-41 Barracuda Email Protection Premium Plus .pdf (111 KB)
- INFORMATION FOR BIDDERS 2024-41.docx (17.5 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 ACKNOWLEDGMENT

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

Addendum Number: *

N/A

Date of Acknowledgment: *

N/A

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)

Zachary Vasko

required

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

*

BID AND PROPOSAL FORM (2 OF 3)

$238,095.00

Description	Quantity	Unit Price	Total Bid	Extension
Alternates are not included in bid total.				
Barracuda Email Protection Premium Plus (3- year license)	1.00	$238,095.00	238095	$238,095.00
				Total: $238,095.00

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: *

Zachary Vasko

Title: *

Account Manager

Date: *

10/8/2024

Company Name: *

InterVision

Address: *

1801 Bayberry Ct Suite 302, Richmond, VA 23226-3771

Telephone Number: * **Fax Number:**

(757) 374-5071

Email Address: *

zvasko@intervision.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: Ben 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. <u>The decision of the city manager is final and is not appealable</u>. 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: *

Zachary Vasko

Date: *

10/8/2024

Required Document List

Name	Omission Terms	Submitted File
Cashier's Check, Certified Check, or Paper Bid Bond Please upload a copy of Bidder's Cashier's Check, Certified Check, or Paper Bid Bond. Original, wet-ink document must be received within [XX] days of bid opening.	I am verifying my bid bond electroncally.	I am not enclosing this document because the omission terms have been met.
4 Required Documents		

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.
Drug-Free Workplace Conformance Affidavit Please upload a signed and notarized copy of Bidder's Drug-Free Workplace Conformance Affidavit.		Drug Testing Policy - IV Employee Handbood.docx
Additional Upload Space Upload additional documents.	I do not need to upload additional documents.	City of Charleston PremPlus Proposal.csv
4 Required Documents		

SHIP TO:
City of Charleston
501 Virginia St E
Charleston, WV 25301

PART NUMBER	DESCRIPTION	SERIAL NUMBER	START DATE	END DATE	QTY	PRICE	EXTENDED PRICE
BEO001a	Barracuda Cloud Account	2590887	10/31/2024	10/30/2025	1	$0.00	$0.00
EP-PremPlus-Usr-1M	Email Protection, Premium Plus, per User, 1 Month New Subscription	2590887	10/31/2024	10/30/2025	650	$122.10	#REF!
						SUBTOTAL	$79,365.00
BEO001a	Barracuda Cloud Account	2590887	10/31/2025	10/30/2026	1	$0.00	$0.00
EP-PremPlus-Usr-1M	Email Protection, Premium Plus, per User, 1 Month New Subscription	2590887	10/31/2025	10/30/2026	650	$122.10	$79,365.00
						SUBTOTAL	$79,365.00
BEO001a	Barracuda Cloud Account	2590887	10/31/2026	10/30/2027	1	$0.00	$0.00
EP-PremPlus-Usr-1M	Email Protection, Premium Plus, per User, 1 Month New Subscription	2590887	10/31/2026	10/30/2027	650	$122.10	$79,365.00
						SUBTOTAL	$79,365.00

TOTAL $238,095.00

QUOTE ACCEPTANCE:
NAME:
TITLE:
DATE:
CUSTOMER'S SIGNATURE

1801 Bayberry Court, Suite 302
Richmond, VA 23226

SALES QUOTE

Name: **Zac Vasko**

Email: zvasko@ingrammicro.com

BILL TO:	SHIP TO:		QUOTE #:	DC090424_09
City of Charleston	**City of Charleston**			
501 Virginia St E	501 Virginia St E		DATE	September 4, 2024
Charleston, West Virginia, 25301-2194	Charleston, West Virginia, 25301-2194			
			EXP DATE	October 3, 2024
ATTN: Accounts Payable	**ATTN:**	Adam Cottrell	SHIP VIA:	E-DELIVERY
Phone:	**Phone:**	304-348-8048 ext 145	TERMS:	NET 30
Email:	**Email:**	adam.cottrell@cityofcharleston.org		

NO.	C	MFG	PART NUMBER	DESCRIPTION	SERIAL NUMBER	START DATE	END DATE	QTY	PRICE	EXTENDED PRICE
****Barracuda Support Renewal 3YR****										
1	M	Barracuda	BEO001a	Barracuda Cloud Account	2590887	10/31/2024	10/30/2027	1	$0.00	$0.00
2	M	Barracuda	EP-PremPlus-Usr-1M	Email Protection, Premium Plus, per User, 1 Month New Subscription	2590887	10/31/2024	10/30/2027	650	$366.30	$238,095.00

THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED ON THE FACE AND AT **http://www.intervision.com/tc**, WHICH ARE HEREBY INCORPORATED BY THIS REFERENCE. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENT ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID. THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER INTERVISIONS ACKNOWLEDGEMENT OF A PURCHASE ORDER NOR INTERVISIONS FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR

SUBTOTAL	$ 238,095.00
SHIPPING	
SALES TAX	
GRAND TOTAL	

NOTE:

QUOTE ACCEPTANCE:

NAME: ____________________

TITLE: ____________________

DATE: ____________________

CUSTOMER'S SIGNATURE: ____________________

Resolution No. 24-037

Introduced in Council: October 21, 2024

Adopted by Council: ____________

Introduced by: Joseph Jenkins

Referred to: Finance Committee

Resolution No. 24-037 - Authorizing settlement of a pending claim against the City by Keith George related to a September 12, 2024, incident where a City driven truck backed up and collided with the claimant's parked vehicle and the City driven vehicle was found to be at fault, as contained in Claim #024283, 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 Keith George, as contained in Claim #024283, in an amount not to exceed the City's property insurance deductible of $50,000.00, where the total final amount of the settlement will be determined by a third-party neutral appraiser, 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 and directs the City Solicitor to notify City Council of the final settlement amount following resolution of the claim.

Bill No. 8045

Introduced in Council: | **Adopted by Council:**

October 7, 2024 | ______

Introduced by:

Michael Ferrell

Referred to:
Municipal Planning Commission
Planning, Streets and Traffic and Finance Committee

Bill No. 8045 - A Bill closing, abandoning and discontinuing as a public right of way, a 10 foot wide by 280 foot long public right of way located between Lots 11, 12, 13, 14, 15, 16, 17, 18, and 19, Block 13, J. Brisben Walker Addition, situated in Charleston West District, Kanawha County, West Virginia.

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

1. The 10 foot wide by 280 foot long public right of way located between Lots 11, 12, 13, 14, 15, 16, 17, 18, and 19, Block 13, J. Brisben Walker Addition, situate in Charleston West District, Kanawha County, West Virginia, as shown on that certain map entitled "TOPOGRAPHIC DESIGN SURVEY SHOWING GOODWILL INDUSTRIES OF KANAWHA VALLEY, INC" prepared by Mark C. Shamblin, WV Professional Land Surveyor No. 827, dated February 19, 2024, revised July 31, 2024 and attached hereto as Exhibit A. The alley is more particular described as follows:

Beginning at a point at the intersection of the Westerly side of Virginia Street West and the Northerly side of a 10' wide alley, said point also being the Southeastern corner to Goodwill Industries of Kanawha Valley, Inc., (Deed Book 2616 at page 211), from which a 3/4" iron pipe found bent bears S89°52'38"W at 0.40' and another 3/4" iron pipe found on the Westerly side of Virginia Street West bears N29°30'00"W at 430.00', thence with the Westerly side of Virginia Street West for the following course:

S29°30'00"E 10.00' to a point at the intersection of the Westerly side of said Virginia Street Weast and the Southerly side of the 10' wide alley, thence leaving said Virginia Street West and the Southerly side of the 10' wide alley for the following course:

S60°30'00"W 280.00' to a point at the intersection of the Southerly side of said alley and the Easterly side of Monongalia Street, thence with the Easterly side of Monongalia Street for the following course:

N29°30'00"W 10.00' to a point at the intersection of the Easterly side of said Monongalia Street and the Northerly side of the 10' wide alley, thence leaving said Monongalia Street and with the Northerly side of the 10' wide alley;

N60°30'00"E 280.00' to the place of beginning, containing 2,800 square feet, more or less, more fully described on a plat prepared by Chapman Technical Group, hereto attached and made a part of this description.

2. The City of Charleston hereby reserves a 10 foot utility easement for the purpose of construction, maintenance, repair, and removal of the drop inlets, manholes, and storm line. No person shall construct improvements or take any other actions which would interfere, or alter the present surface profile or contour of the subject easement without written permission of the City Engineer.

3. The Mayor of the City of Charleston be, and is hereby authorized and directed to execute, acknowledge and deliver a proper deed conveying to Goodwill Industries of Kanawha Valley, Inc., and their successors in office, all rights, title and interest in and to said real property as described in Section 1 above, for the consideration of Thirteen Thousand dollars and no cents ($13,000.00).

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

PLANNING, STREETS AND TRAFFIC COMMITTEE
Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: October 15, 2024

Subject: Bill No. 8045

The Committee on Planning, Streets and Traffic has had under consideration bill no. 8045 attached hereto and an made a part thereof:

The Committee finds:

1. Closure of the right-of-way will not disrupt the existing pattern of streets and sidewalks nor negatively impact traffic flow.
2. The petitioner is the only affected property owner.
3. Alternatives to the subject right-of-way are sufficient to provide adequate traffic flow in the neighborhood.

and reports the same to Council with the recommendation that the bill do pass.

Mary Beth Hoover
Chair
Rebecca C. Cepeley
Pamela L. Burka
Bobby Haas

CONCLUSION

The identified comparable sales have been qualitatively compared to the bank property that adjoins the alley, considering sale attributes and physical differences. Any indication of a comparable property's superiority or inferiority to the adjacent property is utilized to rank or bracket its market value in relative comparison.

The sales shown in the comparison grids on the prior pages are of similar properties in similar/competing marketing areas (unless noted and adjusted for a difference in demographics). The indicated value range is basically from a low of $3.43/unit to a high of $8.03/unit, with a weighted average, average and median around $4.10-4.86/unit.

Emphasis is often placed on those sales with the lowest gross adjustments, tempered by those closest in proximity and most recent in date of sale tempered with the remaining sales. As a result, a point value around the weighted average, median and the average for sales of similar unit counts and construction dates at $4.50/unit is felt to appropriately reflect the market value of the subject property. Following is a summary of the sales approach:

Sales Comparison Approach Summary *Value per unit/sf*	
Indicated Value (rounded)	$13,000
Value per unit	$4.50 / *unit*
Source: *J. R. Thornton*	

This develops the as-is market value via the sales comparison technique as of the date of valuation.

LEGAL DESCRIPTION

10' WIDE ALLEY

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN THE CITY OF CHARLESTON, CHARLESTON WEST TAX DISTRICT, KANAWHA COUNTY, WEST VIRGINIA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY SIDE OF VIRGINIA STREET WEST AND THE NORTHERLY SIDE OF A 10' WIDE ALLEY, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER TO GOODWILL INDUSTRIES OF KANAWHA VALLEY, INC., (DEED BOOK 2616 AT PAGE 211), FROM WHICH A 3/4" IRON PIPE FOUND BENT BEARS S89°52'38"W AT 0.40' AND ANOTHER 3/4" IRON PIPE FOUND ON THE WESTERLY SIDE OF VIRGINIA STREET WEST BEARS N29°30'00"W AT 430.00', THENCE WITH THE WESTERLY SIDE OF VIRGINIA STREET WEST FOR THE FOLLOWING COURSE:

S29°30'00"E 10.00' TO A POINT AT THE INTERSECTION OF THE WESTERLY SIDE OF SAID VIRGINIA STREET WEST AND THE SOUTHERLY SIDE OF THE 10' WIDE ALLEY, THENCE LEAVING SAID VIRGINIA STREET WEST AND WITH THE SOUTHERLY SIDE OF THE 10' WIDE ALLEY FOR THE FOLLOWING COURSE:

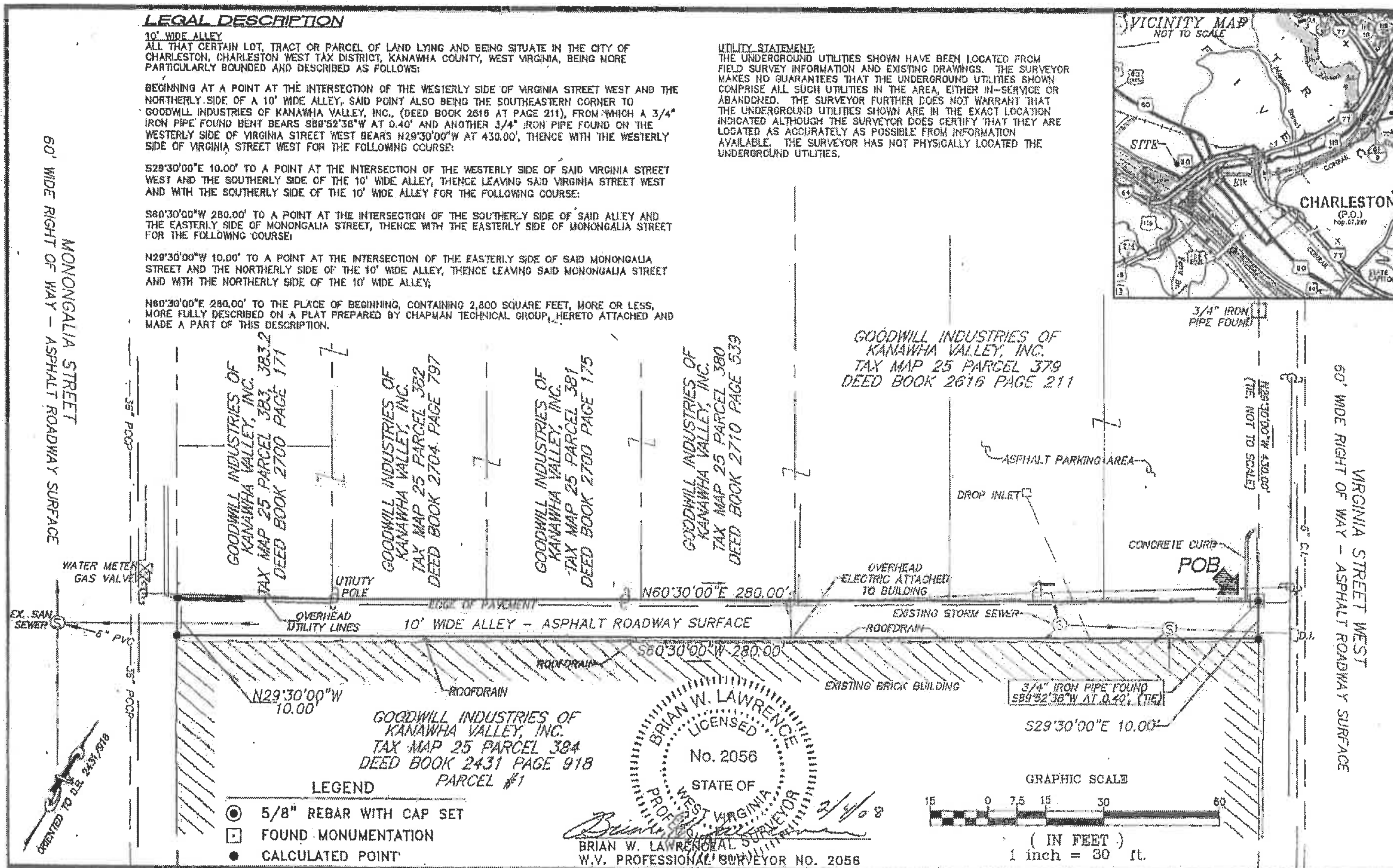
S60°30'00"W 280.00' TO A POINT AT THE INTERSECTION OF THE SOUTHERLY SIDE OF SAID ALLEY AND THE EASTERLY SIDE OF MONONGALIA STREET, THENCE WITH THE EASTERLY SIDE OF MONONGALIA STREET FOR THE FOLLOWING COURSE:

N29°30'00"W 10.00' TO A POINT AT THE INTERSECTION OF THE EASTERLY SIDE OF SAID MONONGALIA STREET AND THE NORTHERLY SIDE OF THE 10' WIDE ALLEY, THENCE LEAVING SAID MONONGALIA STREET AND WITH THE NORTHERLY SIDE OF THE 10' WIDE ALLEY;

N60°30'00"E 280.00' TO THE PLACE OF BEGINNING, CONTAINING 2,800 SQUARE FEET, MORE OR LESS, MORE FULLY DESCRIBED ON A PLAT PREPARED BY CHAPMAN TECHNICAL GROUP, HERETO ATTACHED AND MADE A PART OF THIS DESCRIPTION.

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



Chapman Technical Group

AIRPORT PLANNING / DEVELOPMENT
ARCHITECTURE / INTERIOR DESIGN
CIVIL ENGINEERING / SITE DEVELOPMENT
ENVIRONMENTAL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

St. Albans, WV (304) 727-5501
Buckhannon, WV (304) 472-8914
Martinsburg, WV (304) 260-1222
www.chaptech.com

PLAT OF ALLEY SURVEY FOR GOODWILL INDUSTRIES OF KANAWHA VALLEY, INC. SITUATE WITHIN THE CITY OF CHARLESTON, WEST VIRGINIA

JOB NUMBER:	08011
SCALE:	1"=30'
DATE:	01/30/08
DRAWN BY:	BWL
DESIGNED BY:	XXXX
CHECKED BY:	FLB
SHEET NO.	000

City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

SEPTEMBER 30, 2024

Respectfully Submitted,

Benjamin D. Adams – City Treasurer

	Fund / Description	Collections September 2024	Withdrawals September 2024	YTD Balance September 2024	YTD Balance September 2023	FY % Increase / Decrease
001	General Fund	9,193,612.74	12,238,555.87	13,909,287.83	16,422,935.67	-15.31
002	Coal Severance Tax	17.21	5,000.00	18.03	56.01	-67.81
003	Municipal Stabilization	73,186.59	0.00	17,354,660.35	16,454,401.03	5.47
007	Business Improvement Dist Fund	22,077.14	3,652.69	75,003.20	40,902.88	83.37
009	Community Development	250.00	0.00	1,500.00	750.00	100.00
014	IT Infrastructure	4,486.96	27,175.00	1,049,640.78	1,372,027.54	-23.50
015	Charleston Land Reuse	863.25	5,855.92	74,033.16	107,953.68	-31.42
017	Project West Invest	2.65	0.00	628.05	595.47	5.47
018	Planning Grant	0.00	0.00	0.00	71,039.01	-100.00
019	Tourism & Promotions	1,959.89	0.00	464,747.27	658,786.24	-29.45
020	Business Development	2,951.04	0.00	699,776.46	696,117.67	0.53
021	Community Participation	71.08	0.00	16,856.09	15,981.70	5.47
024	LGBTQ Working Group	5.92	0.00	1,403.40	1,330.60	5.47
026	Uniform Pension Reserve Fund	3,381.08	539,583.00	710,212.00	1,055,650.93	-32.72
027	Opioid Settlement	15,830.53	0.00	3,753,877.47	0.00	100.00
035	Municipal Beautification	857.19	0.00	203,264.85	112,299.30	81.00
036	Special Demolition	8.79	0.00	2,083.79	24,523.32	-91.50
037	Sister Cities	125.22	0.00	29,693.05	28,631.88	3.71
038	Solid Waste	350,743.79	84,177.01	1,045,456.45	1,223,852.62	-14.58
039	Waste Disposal	82,867.00	82,867.00	0.00	0.00	0.00
040	Landfill Closure	27,896.20	0.00	4,688,207.82	4,329,693.70	8.28
041	Police Contributions	175.10	0.00	41,521.22	60,132.28	-30.95
042	Police Evidence	1,370.81	0.00	325,058.64	624,859.90	-47.98
043	Forfeited Funds	3,171.18	55,323.41	512,242.90	599,577.20	-14.57
044	Municipal Court	46,903.64	40,683.50	292,025.99	268,936.24	8.59
045	Homeland Security	16,759.43	16,759.43	6,333.86	474,339.93	-98.66
046	Home-ARP Inv Trust Fund	0.03	0.00	7.67	4.27	79.63
047	Health Insurance Reserves	63,030.51	0.00	14,946,359.44	7,608,917.25	96.43
048	Wayfinding Commission	81.63	0.00	19,355.27	18,351.23	5.47
049	Live On The Levee	6,115.69	3,850.00	39,847.77	11,092.33	259.24
073	American Rescue Plan	85,731.04	198,115.89	21,169,495.34	25,079,573.75	-15.59
080	Human Rights	0.00	0.00	176,793.29	176,793.29	0.00
081	Home Program	20,690.99	47,150.00	16,460.53	14,688.25	12.07
085	Firefighters Assistance Grant	0.00	0.00	77.08	77.08	0.00
088	SBA Riverfront Project Donation Account	0.00	0.00	9.18	9.18	0.00
088	SBA Riverfront Project Grant Account	0.00	0.00	10,167.71	10,167.71	0.00
095	Police Grants	60,573.92	12,555.79	328,613.97	462,056.53	-28.88
097	C.A.R.E.	235,654.05	247,629.86	300,761.48	20,698.19	1,353.08
099	Public Arts Grant	0.00	0.00	218,201.42	234,743.42	-7.05
100	Sinking Fund	9,463.48	0.00	2,244,064.18	2,130,763.20	5.32
200	Infrastructure	720.85	0.00	170,934.53	162,067.44	5.47
214	Civic Center Capital Improvement	34,367.79	71,784.00	478,542.30	348,400.91	37.35
215	Municipal Auditorium Capital Improvement	1,243.66	0.00	294,907.77	280,858.90	5.00
220	General Maintenance	166,660.60	897,350.97	1,203,739.31	2,233,591.29	-46.11
221	City Service Fee Capital Project	2,503,099.23	1,298,691.73	2,665,970.73	1,203,822.63	121.46
222	Facilities Maintenance	7,519.16	56,756.37	1,773,180.01	2,647,117.97	-33.01
223	Green Initiative Fund	1,116.51	0.00	264,755.29	263,500.47	0.48
224	Sidewalk Improvement Fund	1,171.91	0.00	277,894.39	263,478.84	5.47
252	Public Safety Center	8,341.99	204,375.00	1,864,806.29	988,343.56	88.68
255	Ballpark Maintenance	673.74	0.00	159,762.74	126,722.52	26.07
402	Civic Center Revenue	312,272.77	652,992.79	346,192.20	283,088.15	22.29
406	Parking System Revenue	231,481.02	128,308.13	6,246,628.14	5,812,084.67	7.48
426	Parking Operation and Maintenance	20,748.18	0.00	4,919,996.04	4,145,257.93	18.69
427	Civic Center TIF Project	1,842.02	0.00	436,796.90	524,264.38	-16.68
900	M - DENT	4,074.54	15,031.41	260,780.81	664,912.93	-60.78
901	Pending Forfeiture	5,747.27	0.00	1,362,843.72	1,186,099.43	14.90
	Working Cash Advance Fund	0.00	0.00	45,375.00	44,925.00	1.00
	Total All Funds	13,631,997.01	16,934,224.77	107,500,853.16	101,591,847.50	5.82