CITY OF CHARLESTON
West Virginia
Council Member – 12th WARD

Joseph Jenkins
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Charleston, West Virginia 25303
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Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, March 2, 2026
6:00 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 2-17-2026

b. Budget Presentation - Director Wood

II. RESOLUTIONS:

a. Resolution No. 26-024 - Authorizing the Mayor or City Manager to purchase a new Ford F250 Crew Cab for the Charleston Fire Department from Thornhill Auto Group.

b. Resolution No. 26-025 - Authorizing the Mayor or City Manager to purchase a total of 16 laptops for the Charleston Police Department Mobile Data Terminals from Brooks Network Services, LLC.

c. Resolution No. 26-026 - Authorizing the Mayor or City Manager to renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, for the City’s Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator Services.

d. Resolution No. 26-027 - Authorizing the Mayor or City Manager to renew for 1 year its contracts with Encova Insurance for workers’ compensation insurance coverage; with USI Insurance Services LLC for insurance broker, risk management, and loss control services; and with WVCorp for Third Party Administration services related to legacy workers compensation claims.

e. Resolution No. 26-028 – Authorizing the Mayor or City Manager to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC.

f. Resolution No. 26-029 - Authorizing the Mayor or City Manager to enter into one or more agreements with the Regional Intergovernmental Council to administer various economic and engineering studies for improvements to the Patrick Street Corridor, and to administer the City's Complete Streets Network study for city-wide bicycle planning and infrastructure improvements.

III. <u>THE AGENDA WAS AMENDED ON 2-26-2026</u>

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., FEBRUARY 17, 2026
AV ROOM #308, CITY HALL

Joseph Jenkins, Chair, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., February 17, 2026.

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

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

Absent:
Becky Ceperley

Other Councilmembers present:
Frank Annie
Chelsea Steelhammer
Joe Solomon
Emmett Pepper
Shannon Snodgrass
Beth Kerns
Pat Jones
Jeanine Faegre
Caitlin Cook
Harper Gardner

I. <u>DISCUSSION:</u>

a. <u>Approval of Previous Minutes</u> - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the February 2, 2026 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 26-021 – Authorizing the Mayor or City Manager to purchase yellow and white traffic marking paint from Allstate Coatings Company for the Traffic & Transportation and Parking Operations Departments, in the amount of $47,267.55, pursuant to a competitively 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 traffic marking paint for the Traffic & Transportation and Parking Operations Departments from Allstate Coatings Company, in the amount of $47,267.55, pursuant to a competitive bid process.

City Manager Ben Mishoe added that the City makes this purchase annually. 36 barrels of yellow paint and 33 barrels of white paint will be purchased.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-021 approved.

b. Resolution No. 26-022 – Authorizing the Mayor or City Manager to purchase a total of three ambulances for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of $247,389.00 each, for a total price of $742,167.00, to replace ambulances in the regular rotation schedule, where the price was determined pursuant to a competitively sourced Sourcewell contract.

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

That the Mayor or City Manager is authorized to purchase a total of three ambulances for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of $247,389.00 each, for a total price of $742,167.00, to replace ambulances in the regular rotation schedule, where the price was determined pursuant to a competitively sourced Sourcewell contract.

Mishoe added that 2 of the ambulances were originally budgeted in FY2025. The purchases came in under budget.

Councilmember Jenkins confirmed that the new ambulances will likely be replacing the oldest ambulances.

Councilmember Robinson confirmed that the ambulances being rotated out will be sold through the usual process.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-022 approved.

c. Resolution No. 26-023 – Authorizing the Mayor or City Manager to purchase a card access reader system from Motorola Solutions in the amount of $64,351.60 to replace the system throughout City Hall, where the price was determined pursuant to a competitively sourced Sourcewell contract. This was budgeted in FY2026 to replace the outdated system and will ensure CJIS compliance.

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

   That the Mayor or City Manager is authorized to purchase a card access reader system from Motorola Solutions in the amount of $64,351.60 to replace the system throughout City Hall, where the price was determined pursuant to a competitively sourced Sourcewell contract.

Mishoe added that the current card system is old and outdated to the point where the readers are experiencing problems.

Councilmember Jenkins confirmed that City Hall is Phase 1, then likely Roll Call and Morris Street, etc.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-023 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 26-024

Introduced in Council: Adopted by Council:

March 2, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-024 – Authorizing the Mayor or City Manager to purchase a new Ford F250 Crew Cab for the Charleston Fire Department from Thornhill Auto Group in the amount of $49,335.00, to replace safety officer vehicle, pursuant to a competitively bid statewide contract.

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

That the Mayor or City Manager is authorized to purchase a new Ford F250 Crew Cab for the Charleston Fire Department from Thornhill Auto Group in the amount of $49,335.00, to replace safety officer vehicle, pursuant to a competitively bid statewide contract.

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

CITY OF CHARLESTON

Purchase Request

Date: 2/23/2026

To: CITY MANAGER,

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

Ford F250 crew cab

Purchase justification: Replacement of safety officer vehicle.

State of West Virginia contract MC26TRUCK26B.

If approved, the total purchase price will be: $49,335.00

(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. Thornhill Auto Group ____ Price Quote: $49,335.00 ____

2. ________________________ Price Quote: $____________

3. ________________________ Price Quote: $____________

4. ________________________ Price Quote: $____________

5. ________________________ Price Quote: $____________

The apparent low-bid vendor *meeting specifications* is: Thornhill Auto Group ____

AND

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

OR

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

____

____

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

ITEM A (For Sole Source Procurements ONLY)

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

____

____

____

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

(*Name & Phone Number*)______________________________

REQUESTOR'S DECLARATION

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

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

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

____

Request Submitted By: Bernice A. Freas for CFD Department: City Manager's Office

Bernice A Freas

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

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Funds Approval: ___________________________ Date: _______________
Authorized Financial Officer

Account Number: 976C11 645900 (FY2026 budget)

City Manager Approval: ________________________________ Date:_______________________

CITY OF CHARLESTON, WV
Charleston Fire Department
Purchase Request Form

Date: 2/17/2026 **Purchase Order #:**

Vendor: Thornhill Ford V10886 **Phone #:** 804-855-1289

Contact: Charles Ellis **Fax:**

Address: 500 Ford Fairlane US 119, Chapmanville, WV 25508
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
1	Ford F250, crew cab, 8' bed	48,835.00	48,835.00
1	Up charge for race red paint	500.00	500.00
		TOTAL	49,335.00

Requested By: Matt Nicholson **Date:** 2/17/2026

Purpose of Request: Reaplacement of 420 safety officer vehicle. WV statewide contract Class 27

Operations Chief:
☐ Denied ☑ Approved Matt Nicholson **Date:** 2/12/2026

Deputy/Administrative Chief:
☐ Denied ☐ Approved **Date:**

Fire Chief:
☐ Denied ☒ Approved **Date:** 2/17/2026

976C11 645900 FY26 Budget

Form CPDPR Revised 05/20/05

Class 27 - Automobile
Large Pick Up Crew Cab

Vendor Name: Thornhill Ford
Manufacturer/Brand: Ford
Model Name & Number: F250 W2B

Vendor Contact: Charles Ellis
Phone No.: 304-855-1289
Email: Charles.Ellis@ThornhillAutomotive.com

Vehicle Requirements:

Classification:	Large Pick Up Crew Cab
Drive:	4WD
Passenger seating:	5 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	148 in., minimum
GVWR:	8,750 lbs. min, 10,000 lbs. max
Engine:	8 cylinder minimum for gasoline engines, 6 cylinder minimum for diesel
Tow Package:	Factory Complete: Includes integrated electric trailer brake controller, hitch, and wiring
Switches:	Minimum of three (3) Factory Up-Fitter Switches.
Bed:	Minimum 8 Ft Bed.
Bedliner:	Installed Spray-in Liner
Additional Requirements	Factory Running Boards/Step Bars, cab length

Manufacturer's Standard Available Colors	
Standard Color Code	**Color Description**
UM	Black
M7	Gray
Z1	White

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Vendor Bid Response:

Vehicle fuel type	Unit Price
~~Gasoline~~	~~[illegible]~~
Flex-fuel	$ 48836 95
~~[illegible]~~	~~$ [illegible]~~
CNG/Bifuel	$ -
Hybrid	$ -

Options:

FOB Dealership: (Deduct) $ 0

FOB Other than Metro Charleston - Per Mile $ 0

***Note - The above delivery "options" above are not evaluated as part of the award.**

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

State of West Virginia
Master Agreement

Order Date: 10-27-2025

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

Order Number:	CMA 0212 0212 MVTRUCK26B 1
Document Name:	CMA MVTRUCK26B
Document Description:	MVTRUCK26 - 2026 OR LATEST MODEL VEHICLE
Procurement Type:	Statewide MA (Open End)
Buyer Name:	
Telephone:	
Email:	
Shipping Method:	Best Way
Free on Board:	FOB Dest, Freight Prepaid

Procurement Folder: 1823703
Reason for Modification:
AWARD OF CRFQ 0212 SWC2600000002

Effective Start Date: 2025-11-15
Effective End Date: 2026-11-14

VENDOR

Vendor Customer Code: 000000111679
THORNHILL GROUP INC dba Thornhill Ford
500 FORD FAIRLANE

CHAPMANVILLE WV 25508
US
Vendor Contact Phone: 304-855-8300 **Extension:**

Discount Details:

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

DEPARTMENT CONTACT

Requestor Name: Mark A Atkins
Requestor Phone: (304) 558-2307
Requestor Email: mark.a.atkins@wv.gov

2026
FILE LOCATION ____________

INVOICE TO

VARIOUS AGENCY LOCATIONS
AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

CR 11-10-25

Purchasing Division's File Copy

Total Order Amount: Open End

MA 10/28/2025

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 11/10/25	DATE:	DATE: 11-13-25
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

11/13/2025

Extended Description:

The Vendor, THORNHILL GROUP INC dba THORNHILL FORD., agrees to enter with the State of West Virginia, into an Open-End Statewide Contract to provide 2026 or Latest Model Motor Vehicles per the Specifications, Terms & Conditions, Bid Requirements, and the Vendor's bid received 10/21/2025, incorporated herein by reference and made apart thereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25100000			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: MVTRUCK26

Extended Description:
MVTRUCK26 - 2026 or LATEST MODEL VEHICLE

See attached Exhibit_A Pricing Page(s) for Contract Pricing.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year ______________________. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ____________________________________), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to One (1) ______________ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

> ☐ **Alternate Renewal Term** – This contract may be renewed for __________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ________________________days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _________________ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _________________ years;

☐ the contract may be renewed for __________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ___________________________________), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in ________________________

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: ________________per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: ________________per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: ________________ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: __________________________ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: ________________ per occurrence.

☐ **Aircraft Liability** in an amount of: ________________ per occurrence.

☑ Garage Keepers Insurance in at least an amount of $1,000,000.00 per occurrence will be acceptable in lieu of Commercial General Liability Insurance as listed above.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ ______________________________ for ____.

☑ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☑ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

   1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

   2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Charles Ellis Fleet/Gov. Mgr.

(Address) 500 Ford Fairlane Chapmanville WV 25508

(Phone Number) / (Fax Number) 304-855-1289 304-855-1451

(email address) Charles.Ellis@thornhillautomotive.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Thornhill Ford

(Company)

Charles Ellis

(Signature of Authorized Representative)

Charles Ellis Fleet/Gov. Mgr.

(Printed Name and Title of Authorized Representative) (Date)

304-855-1289 304-855-1451

(Phone Number) (Fax Number)

Charles.Ellis@thornhillautomotive.com

(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all State Agencies and political subdivisions to establish a Statewide, Open-End contract for 2026, or latest model year, Motor Vehicles – Classes 20-40.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"CNG/ Bi-fuel motor vehicle"** means a motor vehicle that can operate on either an alternative - Certified Natural Gas or conventional fuel based on driver selection.

   2.2 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

   2.3 **"E85"** means an alternative fuel that is a high-level gasoline-ethanol blend containing 51% to 83% ethanol, depending on geography and season.

   2.4 **"Flexible fuel motor vehicle"** means a vehicle that can operate on a combination of alternative and conventional fuels concurrently.

   2.5 **"Gross Vehicle Weight Rating (GVWR)"** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.

   2.6 **"Hybrid"** means Hybrid-electric vehicle which uses a combination of a gasoline engine and electric motor(s). (See Section 3.1.1.3)

   2.7 **"Manufacturer/Brand"** means the name of the maker of the contract item which will be supplied by the vendor.

   2.8 **"Model & Number"** means the model name and model number associated with the contract item as defined by the manufacturer.

   2.9 **"OEM"** means Original Equipment Manufacturer.

   2.10 **"Powertrain"** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.

2.11 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit_A and used to evaluate the Solicitation responses.

2.12 "QVM" means Qualified Vehicle Modifier.

2.13 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.14 "Vehicle class" means the designation of motor vehicle types that include sedans, sport utility vehicles, and trucks, or different categories of vehicles according to requirements specified herein.

2.15 "Vendor Name" means the company name of the vendor (Manufacturer Authorized Dealership) who will be supplying the contract item(s) to the State of West Virginia.

2.16 "VIN" means Vehicle Identification Number provided by the manufacturer.

2.17 "Warranty" means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Vehicle Class 20 thru 40:

3.1.1.1 Standard Equipment Requirements – The following are mandatory as related to the standard equipment requirements of each vehicle class. Each vehicle class must contain the following unless otherwise noted.

A. Automatic Transmission

B. Power Steering
C. Power/ABS Brakes

D. Minimum AM/FM Radio, Bluetooth/handsfree compatible, installed

E. Manufacturer's Standard Tint Glass

F. Exterior power, left and right mirrors

G. License plate mounts located on the front and rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require both front and rear license plates. Any vehicle delivered without such plate mounts will be rejected.

H. All-season tires

I. Manufacturer's standard spare tire with jack when available as standard equipment unless specifically requested on pricing page.

J. Factory Installed rear window defogger for all vehicles (except regular cab trucks).

K. Front bucket seats for all vehicles except trucks

L. Factory Installed air conditioning. The following vehicle classes must include rear air conditioning and heating – Class 20, 21, and 22.

M. Installed floor mats <u>for all vehicles</u>.

N. Factory Installed front driver and passenger air bags

O. Installed power windows and locks on all doors except for Vans where power windows and locks on all doors are not available as an option from the manufacturer. Van vendors will provide power windows and locks where applicable.

P. Factory installed tilt wheel and cruise control

Q. Factory installed keyless entry

R. Factory installed "fleetside" bed for trucks (excluding Cab & Chassis Classes).

S. Factory installed Reverse/Rear backup camera (excludes Classes 23, 33-40).

T. Splash guards-mud flaps for all trucks.

3.1.1.2 **Unspecified Accessories & Features:** All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

3.1.1.2.1 All parts and accessories advertised and regularly supplied as standard shall be included except those which would represent duplication of parts and accessories specified and except those which, by specification, are not to be furnished.

3.1.1.2.2 All standard safety features, required by Federal and State law, shall be included.

3.1.1.2.3 Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications for each order vehicle class placed against the contract.

3.1.1.2.3.1 Vehicles must not have manufacturer's base model equipment deleted unless specifically required within the specifications for that vehicle.

3.1.1.2.3.2 Packages that are designated for police use or special service vehicles (non-civilian) use <u>will not be accepted.</u>

3.1.1.3 Fuel Type: All vehicles shall be gasoline powered unless otherwise stated. Flex fuel (E85). Diesel, CNG/Bifuel, Hybrid should also be quoted if available.

A. All alternative vehicles (Hybrid & CNG/Bi-Fuel) must have the capacity to Travel a minimum of 150 miles before refueling.

B. All-natural gas devices must be OEM or QVM Certified, and EPA approved.

C. **Hybrid Vehicles** must meet the following requirements -

a. Hybrid Vehicles must have both an internal combustion engine and an electric motor.

b. Hybrid Vehicles bid must be capable of driving on only electric power.

3.1.1.4 Pre-delivery inspection: Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's proscribed procedures which includes but is not limited to:

A. Complete vehicle lubrication;

B. Confirm oil level, fill crank case as needed, top off all fluids;

C. Adjust engine to proper operating condition;

D. Verify tire pressure and corrected as necessary;

E. Check front end alignment or four-wheel alignment if applicable, perform alignment if needed, and balance all tires;

F. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags etc.; Window stickers need to be removed and placed inside the vehicle.

G. Include a minimum of one owner's manual;

H. Upon delivery, the vehicles fuel tanks shall be full of fuel;

I. Include temporary license plate and registration;
   i. Temporary License plate may be waived at the agency's discretion.

J. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered;

K. No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;

L. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

3.1.1.5 **Workmanship:** Vehicles shall be free from defects that may impair their operation, safety, emissions, and serviceability, or detract from appearance.

3.1.1.6 **Operator's Manuals:** The manufacturer shall furnish with the vehicle at least one copy of all warranty information and handbooks for the vehicle and any special equipment furnished with, or as a part of, the vehicle. This information shall be in hard copy form. The handbooks shall include as a minimum the vehicles operator's manual, vehicle maintenance handbook, and special equipment handbook.

3.1.1.7 **Statement of Origin or Bill of Sale:** Unless otherwise specified, manufacturer's Statement of Origin or Bill of Sale showing the applicable purchase order number for each vehicle procured shall be provided. The document shall be forwarded to the agency's address shown on the equipment contract order prior to shipment. Vehicle safety/emission tests are the responsibility of the requisition agency.

A. All vehicle identification numbers (VIN) must be supplied to the Fleet Management Division by email, referencing the purchase order, release order, or other procurement acquisition, or leasing agreement number, the year, make, model, and color of each vehicle to the following email address: fleet@wv.gov. This information must be received within ten (10) working days prior to the delivery of each vehicle.

B. Upon delivery of the vehicle, All documentation (Title Application, Statement of Origin, Delivery/Odometer Statement, Lease Agreement, copy of temporary license plate registration, etc.) in original form must be mailed or hand carried to:

Department of Administration
Fleet Management Division
2310 Kanawha Blvd. E,
Charleston, WV 25311
304-352-6079
https://fleet.wv.gov

3.1.1.8 **Warranty:** The following are mandatory requirements as related to the warranty:

A. Basic Comprehensive Warranty Coverage - The vendor shall provide the vehicle manufacturer's basic whole vehicle warranty. The minimum length of warranty shall be 3 years/36,000 miles and shall cover the entire vehicle (bumper to bumper).

B. Basic Corrosion and Powertrain Warranty Coverage - the vendor shall provide the manufacturers' standard Basic Corrosion and Powertrain Warranty.

C. The warranty shall include furnishing, without cost to the agency, (FOB vendors nearest dealer or branch to vehicle's location), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. The State may elect to have the corrective work performed at the vendor's location, branch, or dealership, or a manufacturer's factory authorized repair facility, or upon the vendor's approval, at a commercial or Government repair facility. The cost of labor involved in the replacement of the failed or malfunctioned part(s) or assemblies shall be borne by the vendor.

D. **Warranty Extensions** - If the vendor receives from any supplier, manufacturer, or subcontractor additional warranty coverage on the whole or any component of the vehicle, in the form of time and/or mileage including any pro rata arrangements, or the vendor generally extends to its commercial customers a greater or extended warranty coverage, the agency shall receive corresponding warranty benefits.

3.1.1.9 **Product Conformance:** the products provided shall meet the salient characteristics of this specification, conform to the manufacturer's own drawings, specifications, standards and quality assurance practices, and be the same product offered for sale in the commercial market.

3.1.1.10 **REPORTS:** The Vendor shall provide to the State of West Virginia's primary contact person quarterly utilization reports by vehicle class containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

3.1.1.10.1 Class Number;
3.1.1.10.2 Ordering Entity;
3.1.1.10.3 Purchase Order Number;

3.1.1.10.4 Description;
3.1.1.10.5 Quantity.

These reports must be provided in Excel format and sent via email to the Purchasing Division Buyer (mark.a.atkins@wv.gov) on a quarterly basis as follows:

PERIOD END	REPORT DUE
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

NOTE: Failure to provide the required reports may result in cancellation of contract and exclusion from future bid participation.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the vendors that provide the Contract Items meeting the required specifications for the lowest Unit Price depending on fuel type per vehicle class as shown on the Pricing Pages.

Each vehicle fuel type (Gasoline, Flex-fuel, Diesel, CNG/Bifuel, and Hybrid) contained in a given class, represents an opportunity for a separate bid response. Vendors wishing to bid multiple vehicles for a single classification must submit a separate pricing sheet for each vehicle being bid. The Vendor Name, Manufacturer/Brand and Model Name and Number section should be completed on each pricing page submitted. Each of these vehicle fuel types shall be evaluated independently and awarded to the lowest responsible bidder meeting the specifications of the given vehicle fuel type in that vehicle class.

4.2 Life of Contract: This contract shall become effective upon award and extends for one year or until such time as the vendor notifies the Purchasing Division that the model year build-out date has been reached, unless the vendor chooses to supply next model year vehicles at the price quoted, or until contracts are issued for the next model year.

4.3 Pricing Pages: Vendor should complete the Pricing Pages by responding to the information requested in the "Vendor Name", "Manufacturer/Brand", "Model Name & Number", "Vendor Contact", "Phone Number", "Email Address", "Standard Color Code", "Color Description", and "Unit Price" fields for each vehicle class.

4.3.1 "Unit Price" segment: The Unit Price is the base vehicle price including standard equipment requirements, vehicle requirements and any additional requirements for the given vehicle class.

4.3.2 "Options" segment: Mileage charges for delivery should be listed under the "Options" section of each vehicle class pricing page. FOB Dealership (Deduct) and FOB Other than Metro Charleston refers the delivery charges, that, at time of order, the vendor will add to or deduct from their final bid amount for each vehicle class awarded. If no response is received in either the FOB Dealership (deduct) or FOB Other than Metro Charleston fields, it will be deemed the vendor will not be charging delivery and delivery charges will not be accepted. These options will not be evaluated as part of the award.

General: Vendors should read the complete solicitation documents carefully and complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Agency Ordering Procedure: WV State Agencies under WV Code 5a-3 (Purchasing Division) shall issue a Delivery Order. The Delivery Order and following corresponding form: DOA-FM-59 Vehicle Request Form shall be submitted to the Department of Administration, Fleet Management Division for approval. If subject to the Governor's Office authority, the Agency shall seek approval prior to issuing the Deliver Order.

The purchase requisition must be thoroughly completed and must contain the following: the contract number from which the vehicle is being procured and must be properly signed by all appropriate parties. Additionally, emergency orders must clearly be stated on the purchase requisition.

Failure to meet the above requirements will result in the requisition being returned to the issuing agency for correction. Please refer to Appendix_G of the Purchasing Division Handbook for additional instructions and examples of delivery order information required.

5.3 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Vehicles may be purchased from this contract by any West Virginia State agency. West Virginia state agencies will either remit payment directly or use a third-party financing company on contract with the State of West Virginia. The Department of Administration, Fleet Management Division (FMD) arranges third-party financing.

The time required for third party financing does not differ from the time required for payment directly from the state as both are normally made within 30 business days from delivery of vehicle and corresponding invoice. Actual time required to process payment may vary.

NOTE: Vendor acceptance of P-Card for payment is NOT REQUIRED and dealer documentation fees shall not be permitted for any purchase(s) under this agreement.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall deliver emergency orders 60 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

Standard order delivery shall be F.O.B. destination to West Virginia Surplus Property located at 2700 Charles Avenue Dunbar, WV 26064 or to agencies located in the Charleston Metro Area only.

6.1.1 For deliveries made to West Virginia Surplus Property;

6.1.1.1 Vendor must receive prior approval from Surplus Property to deliver vehicles.

6.1.1.2 The delivery request must be made at least fourteen (14) calendar days in advance.

6.1.1.3 The delivery request must contain the VIN number of the vehicle to be delivered.

6.1.1.4 The vendor must provide a copy of the Central Delivery Order (CDO) or Agency Purchase Order (PO) with the delivery request.

6.1.1.5 Surplus Property will accept a maximum amount of ten (10) vehicles per day.

6.1.1.6 No deliveries will be accepted before 9:00 AM or after 3:00 PM, ET.

6.1.1.7 Vehicles are not considered "delivered" until Surplus Property personnel complete an inspection of the delivered vehicle to ensure the vehicle's physical condition and specification requirements have been met.

6.1.1.8 Vendor or representative must sign the delivery inspection sheet prior to leaving Surplus Property. If a vendor representative fails to sign the delivery inspection sheet, the vehicle will not be considered "delivered" until WV Surplus confirms the vehicle as met all mandatory requirements.

6.1.1.9 Any vehicle that has physical damage or missing components (options) as required in the Contract specifications, may be rejected and/or returned to the vendor at no cost to the agency or Surplus Property.

6.1.1.10 The **Surplus Property Vehicles Coordinator** can be contacted at 304-766-2626.

6.1.2 For deliveries not made to the West Virginia Surplus Property;

6.1.2.1 All vehicles must be delivered to the "ship to" section indicated on the purchase requisition form.

6.1.2.2 Vendors must contact the Fleet Management Division at 1-855-817-1910 prior to delivery.

6.1.2.2.1 VIN number must be provided ten (10) calendar days prior to delivery to Fleet Management Division.

6.1.2.2.2 Delivery Order or Purchase Order number must be provided with VIN number.

The following State Agencies require twenty-four (24) hour advance notice prior to delivery:

Division of Highways	West Virginia State Police
Division of Natural Resources	Higher Education (Colleges)
Division of Forestry	Elected Officials

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Vendor shall pay liquidated damages in the amount of .5% (.005) of the agency's purchase requisition amount for delivery delays beyond 120 calendar days. This amount will be assessed daily until order is completed in full. The liquidated damages only apply when the vendor does not notify the agency to arrange shipping prior to the 120 days required.

Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. The Vendor may add a supplementary per mile charge for delivery to locations other than West Virginia Surplus Property and should provide this information in the "Options" section of each vehicle class pricing page.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) calendar days of being notified that item is unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
7.1.2 Failure to comply with other specifications and requirements contained herein.
7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.
7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.3 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Charles Ellis
Telephone Number: 304-855-1289
Fax Number: 304-855-1451
Email Address: Charles.Ellis@[illegible]Automotive.com

Class 27 - Automobile
Large Pick Up Crew Cab

Vendor Name: Thornhill Ford
Manufacturer/Brand: Ford
Model Name & Number: F250 W2B

Vendor Contact: Charles Ellis
Phone No.: 304-855-1289
Email: Charles.Ellis@ ThornhillAutomotive.com

Vehicle Requirements:

Classification:	Large Pick Up Crew Cab
Drive:	4WD
Passenger seating:	5 minimum (including driver)
Doors:	4 full doors, minimum
Wheelbase:	148 in., minimum
GVWR:	8,750 lbs. min, 10,000 lbs. max
Engine:	8 cylinder minimum for gasoline engines, 6 cylinder minimum for diesel
Tow Package:	Factory Complete: Includes integrated electric trailer brake controller, hitch, and wiring
Switches:	Minimum of three (3) Factory Up-Fitter Switches.
Bed:	Minimum 8 Ft Bed.
Bedliner:	Installed Spray-in Liner
Additional Requirements	Factory Running Boards/Step Bars, cab length

Manufacturer's Standard Available Colors	
Standard Color Code	**Color Description**
UM	Black
M7	Gray
Z1	White

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Vendor Bid Response:

Vehicle fuel type	Unit Price
~~Gasoline~~	~~[illegible]~~
Flex-fuel	$ 48836.00
~~Diesel~~	~~$ [illegible]~~
CNG/Bifuel	$
Hybrid	$

Options:

FOB Dealership: (Deduct) $ 0

FOB Other than Metro Charleston - Per Mile $ 0

*Note - The above delivery "options" above are not evaluated as part of the award.

Resolution No. 26-025

Introduced in Council: Adopted by Council:

March 2, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-025 – Authorizing the Mayor or City Manager to purchase a total of sixteen GETAC S410 laptops for the Charleston Police Department Mobile Data Terminals from Brooks Network Services, LLC in the amount of $2,679.00 each, for a total price of $42,864.00, to furnish new fleet vehicles, where the price was determined pursuant to a competitively sourced Sourcewell contract.

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

That the Mayor or City Manager is authorized to purchase a total of sixteen GETAC S410 laptops for the Charleston Police Department Mobile Data Terminals from Brooks Network Services, LLC in the amount of $2,679.00 each, for a total price of $42,864.00, to furnish new fleet vehicles, where the price was determined pursuant to a competitively sourced Sourcewell 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: 2/23/2026

To: CITY MANAGER,

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

16 GETAC S410 laptops

Purchase justification: To furnish new fleet and take home vehicles.

Sourecwell contract 090122-GET.

If approved, the total purchase price will be: $42,864.00

(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. Brooks Network Services, LLC Price Quote: $42,864.00

2. ________________________________ Price Quote: $________________

3. ________________________________ Price Quote: $________________

4. ________________________________ Price Quote: $________________

5. ________________________________ Price Quote: $________________

The apparent low-bid vendor *meeting specifications* is: Brooks Network Services, LLC

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. Outside city limits.

OR

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

____

____

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

ITEM A (For Sole Source Procurements ONLY)

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

____

____

____

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

(*Name & Phone Number*)______________________________________

REQUESTOR'S DECLARATION

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

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

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

____

Request Submitted By: Bernice A. Freas for CPD Department: City Manager's Office

Bernice A Freas

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

****

Funds Approval: ___________________________ Date: _______________
Authorized Financial Officer

Account Number: 976C10 645900 (FY2026 budget)

City Manager Approval: ________________________________ Date:______________________

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 2/19/2026 **Purchase Order #:**

Vendor: Brooks PCS V12233 **Phone #:** 3362705895

Contact: Tom Latrella **Fax:**

Address: 1737 Flora Avenue, Burlington, NC 27217
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
16	GETAC S410	2,679.00	42,864.00
		TOTAL	42,864.00

Requested By: Sgt. Greg Lucas **Date:** 2/19/2026

Purpose of Request: MDT for new fleet and take home cars

Division Commander: ☐ Denied ☑ Approved **Date:** 19 FEB 26

Bureau Commander: ☐ Denied ☑ Approved LT. **Date:** 2/19/26

Chief of Police: ☐ Denied ☑ Approved **Date:** 2/19/26

Budget Officer: ☐ Denied ☑ Approved **Date:** 2/23/2026

Council Action Date: **Account:** 976C10 645900

Form CPDPR Revised 05/20/05

Brooks Network Services, LLC.
1737 Flora Ave.
Burlington, NC 27217 USA
+13362705895
sbrooks@brooksnetworkservices.com

Quotation

ADDRESS	SHIP TO
Sgt Lucas Charleston Police Department WV 501 Virginia St. East Charleston, WV 25301	Sgt Lucas Charleston Police Department WV 501 Virginia St. East Charleston, WV 25301

QUOTATION #	DATE
103910	02/16/2026

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

JOB NAME	SALES REP
12 s410's	Tom Latrella

DATE	ACTIVITY	QTY	RATE	AMOUNT
	ST272ADAJHXX Getac, S410G5 - Intel Core i5-1340P Processor, 14" + Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM + TAA, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable (LCD + Touchscreen + Stylus), US KBD + US Power Cord, Membrane Backlit KBD (V2.0 Layout), WIFI + BT + 4G LTE w/ dedicated GPS/GLONASS + Passthrough, Thunderbolt 4, 3 Year Limited Warranty Sourcewell 090122-GET Contract MSRP: $3152.00 Sell Price: $2,679.00 Discount Margin: %15	12	2,679.00	32,148.00

Sales and use tax is not included.

FOB: Origin

All quotes expire 30 days from the date of issue unless otherwise noted.

SUBTOTAL	32,148.00
TAX	0.00
TOTAL	**$32,148.00**

Accepted By

Accepted Date

Please Remit Payments to:
Brooks Network Services, LLC
PO Box 1921
Burlington, NC 27216

Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Getac, Inc., 15495 Sand Canyon Ave., Suite 350, Irvine, CA 92618 (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 Law Enforcement 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 7, 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 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 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.

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 will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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 events:

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; 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, performance issues, 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 Contract 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.

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 act or omission 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. Supplier is not liable in any event for consequential damages. 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, 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 the trademark(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. *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

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, with the exception of consequential damages, 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, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-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. *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 occurrence
$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. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 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. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). 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 cannot 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 a 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	Getac, Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Hsin Jung-Lu 4E90B6ECEFC0448...
Jeremy Schwartz	Hsin Jung-Lu
Title: Chief Procurement Officer	Title: VP Finance & Business Services
Date: 11/2/2022 | 9:06 PM CDT	Date: 11/9/2022 | 6:52 PM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/9/2022 | 9:00 PM CST

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name:	Getac, Inc.
Does your company conduct business under any other name? If yes, please state:	Getac Video Solutions
Address:	15495 Sand Canyon Drive Suite 350 Irvine, CA 92618
Contact:	Tammy Tubbs
Email:	contract.administrator_us@getac.com
Phone:	949-217-8939
Fax:	949-217-8939
HST#:	954547422

Submission Details

Created On:	Tuesday August 09, 2022 14:05:13
Submitted On:	Wednesday August 31, 2022 13:26:16
Submitted By:	Tammy Tubbs
Email:	contract.administrator_us@getac.com
Transaction #:	8ea9ceaa-33c7-4c2e-8e79-8184a5443ff2
Submitter's IP Address:	76.82.4.103

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")	Getac, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
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 Unique Entity Identifier (SAM):	00PP6	*
5	Proposer Physical Address:	15495 Sand Canyon Ave Suite 350, Irvine CA 92618	*
6	Proposer website address (or addresses):	www.getac.com/us	*
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):	Hsin Jung-Lu; VP Finance & Business Services, 15495 Sand Canyon Ave, Suite 350, Irvine CA 92618, hj.lu@getac.com, (949) 681-2949	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tammy Tubbs, Capture Manager, tammy.tubbs@getac.com, (949) 217-8939	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maria Gutierrez, Contract Administrator, contract.administrator_us@getac.com, (949) 247-4114	

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.	For over 30 years, Getac has worked collaboratively with Resellers and End Users to identify, consult, develop, and deploy rugged computing solutions across a wide range of sectors; such as public safety, warehousing, transportation, manufacturing, utility, telecom and military / defense. As the 2nd largest rugged IT manufacturer in the world, Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in various government entities and our goal is to provide solutions that enhance operations and reduce total cost of rugged mobile data terminal ownership. Getac's current lineup of products include 8 rugged laptops and 8 rugged tablets that feature a rang of screen sizes and features to meet the need of all rugged users.	*
11	What are your company's expectations in the event of an award?	As a Sourcewell contract holder, Getac plans to utilize this cooperative contract to support a more efficient procurement method for our thousands of customers. We understand the time and cost associated with competitive bidding and look to reduce this procurement challenge for our customers across the US and Canada. We are eager to utilize a robust marketing and training plan to introduce Sourcewell to our customers as a viable procurement method for future procurements.	*
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.	Sine 2016, Getac has consistently grown in sales from $130M in 2016 to $200M in 2021. Please see "Getac Financial Review" document attached. You may also view our past financial reports at https://en.getacgroup.com/investors/reports.php	*
13	What is your US market share for the solutions that you are proposing?	Getac currently maintains over 60% market share in the Federal space to include DoD and maintains 35% market share across rugged laptops, tablets, and related accessories and peripherals.	*
14	What is your Canadian market share for the solutions that you are proposing?	Getac currently maintains over 25% market share in the rugged laptops and tablet space in Canada.	*
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?	As an Original Equipment Manufacturer (OEM) since 1989, Getac has been providing rugged computing solutions for demanding professionals in extreme environments. Getac was established as a joint venture with GE Aerospace to supply defense electronic products. As the 2nd largest rugged manufacturer in the world, with sales over $41.3B, Getac is an industry leader in the rugged IT space. Rugged is all we do! We have also established key partnerships with major MDT providers like Havis, Gamber Johnson, Lind, Absolute, and Getac Video Solutions to entire our products have an ecosystem that support an effective and efficient end user solution. We have over 120 North American-based employees that provide Sales, Service and Support to the Getac customer and utilize a strong lineup of 1100+ certified resellers to work directly with the end user and/or customer to ensure the best value rugged IT solution for the buyer.	*
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.	As a manufacturer, Getac is ISO 9001 and ISO 14001 certified. All of our devices also carry a MIL-STD 810H certification (required to officially be called "rugged") and are Ingress Protection (IP) rated for protections against sand, liquids, and other ingress damage. All Getac devices are EPEAT certified Bronze or better to ensure energy efficiency and carry all necessary US and Canadian UL certification. Our device also maintain the NETREADY designation for us across emergency service communication channels.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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	PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag – F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck – S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop – S410 – 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop – K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check – B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag – S410 – 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review – B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review – K120 – 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag – F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck – S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop – S410 – 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop – K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check – B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag – S410 – 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review – B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review – K120 – 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html	*

		PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22, Laptop – S410 – 4 Stars - Editor's Choice 1/18/22, Laptop – K120- 4 Stars - Editor's Choice 1/18/22, ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/, PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360	
20	What percentage of your sales are to the governmental sector in the past three years	60% of our $566M in sales over the past three years (2019 - 2021) are government sector sales.	*
21	What percentage of your sales are to the education sector in the past three years	10% of our $566M in sales over the past three years (2019-2021) are education sector sales	*
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?	State Contracts: (1) MS 2019 - $890K, 2020 - $1.3M, 2021 - $630K; (2) NC 2019 - $258K, 2020 - $193K, 2021 - $163K; (3) NY 2019 - $132K, 2020 - $395K, 2021 - $154K; COOP Contracts: N/A; Currently awaiting NASPO award and OMNIA Award; We utilize our distributors, HP and SYNNEX cooperative contracts in conjunction with our certified reseller contract awards.	*
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?	As the OEM, we do not directly hold a GSA contract but our products are listed by our Reseller partners and can be found on the following GSA Schedules; Group F- F02 (formerly Schedule 70).	*

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 *	
Las Vegas Metro Police Department	Mandy Berninger	702.828.3111	*
Florida Fish and Wildlife Commission	Elija Padron	863.648.3832	*
Metro Nashville Police Department	Tom Thorson	615.862.7446	*

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 *	
Las Vegas Metro Police Department	Government	Nevada - NV	Rugged laptops and/or tablets for all LVMPD mobile units, including car, motorcycle, horse, and bicycle	Over 40 purchase orders from 10 - 300+ qty since 2017	$2,900,000+	*
San Bernardino County Sheriff's Office	Government	California - CA	Rugged laptops and/or tablets for all SB County mobile units, including car, motorcycle and bicycle	Over 60 purchase orders from 5 - 400+ qty since 2015	$3,400,000+	*
Florida Fish and Wildlife	Government	Florida - FL	Rugged laptops and/or tablets for all mobile units, including car, motorcycle, bicycle and boat	Over 10 purchase orders from 22 - 80+ qty since 2018	$3,200,000+	*
Canadian National Defense	Government	QC - Quebec	On National Military Standing Offer (NMSO) contract to provide rugged laptops and tablets to defense personnel for command and control, mission planning, flightline maintenance and tactical communication.	Over 30+ purchase orders from 5 - 320 qty since 2017	$3,100,000+	*
United States Air Force	Government	Alabama - AL	On USAF IT contract (currently QEB) to provide contract to provide rugged laptops and tablets to AF personnel for command and control, mission planning, flightline maintenance, situational awareness and tactical communication.	Over 30+ purchase orders from 5 - 400 qty since 2018	$3,800,000+	*

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.	Getac sales force is led by Larry D'Onofrio and supports North America Public Sector sales including all organizations covered by the Sourcewell Cooperative. Larry's team include 12 Regional Sales Managers (RSMs), geographically assigned and posses over 146 years of Rugged Information Technology sales experience. Our RSMs work directly with national and regional certified resellers and end users to develop the best value information technology rugged solution for the interested organization.	*

27	Dealer network or other distribution methods.	Our certified reseller network includes over 1100 Getac certified resellers, including large, small, and diversity business networks. A brief listing of successful Getac resellers include: Brite Datasource Mobility PCN Strategies *DuraTech USA *SHI *GST NWN Barcodes Island Tech Services Cas Severn Glacier Computing *Mobile Rugged Computers Ramco Rugged RCN Midwest Public Safety *USC Canterbury *Preferred Communications Compar Code 3 Insight Howard CDW *Companies identified with current diversity qualifications.	*
28	Service force.	Getac Service force is led by Derek Suzuki and a team of over thirty US-based developers, engineers, technical support specialists, field service specialist. Getac also maintains an Order Operations 12-member team led by Cheryl Wynkoop and provides purchasing manager order fulfillment specialists, demo loan specialists, and order operations specialists to ensure a seamless order experience from receipt of PO to customer delivery. All Getac Service tools and reports are available to the end user on our 24/7 Customer Portal.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When an end user shows an interest in purchasing Getac equipment, we will assign certified regional reseller to support the development of the SKU# and Purchase Order. Once Getac has received the PO from the reseller, we will place the order with our factory and coordinate delivery and installation (if necessary). All Getac customers will have a Getac RSM and Reseller POC assigned to each sale.	*

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.	a. In Service Warranty - Customer support is available by calling 1-866-394-3822 or email at Getac.Support@Getac.com. End user may initiate all in-warranty requests by logging in to the Service Portal at https://support.getac.com/Portal/SetLanguage?languageCode=us. b. Out of Warranty (OOW) Services - Should a hardware problem arise requiring service for an out of warranty device our customer can follow this simple process. 1. Visit https://usrma.Getac.com/ and register as a new user 2. Once logged in, a customer will select Create Service request and Follow the prompts 3. Customers may generate a quote and save it to their account for 30 days 4. Once the quote is paid for on the Portal, an RMA is issued along with shipping labels. 5. All prices include time and material plus round-trip shipping Customer Complaints and Service-related Issues – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution. Response Time (pre-CV19/Post CV19) – Getac provides technical support for Getac branded product for the following hours of operations: • Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions. • Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours. • Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day. Case Management - All complaints received via email or phone call are captured in Getac's case management software and each customer contact is time stamped. Each escalation has a running time capture with escalation notification sent to all team members. This ensures the fastest response from the first available resource (Level 2/3, Prof Svc Mgr) to address the issue.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As the second largest rugged laptop and tablet manufacturer in the world, Getac is proud to provide our rugged lineup of products to the Sourcewell participating entities. We are unique to the IT industry because "Rugged Is All We Do." Since 1989, Getac has sought to grow our North American presence and the use of cooperative contracts like Sourcewell, provides efficient and cost effective procurement opportunities for our nations' public sector and non-profit industry. Getac is prepared for additional growth this contract may afford and is currently operating our total manufacturing capability at 70%.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Getac sales force and support include Canadian assets including Regional Sales Managers and Certified Repair Centers centrally located in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Getac currently supports all geographic area of the United States and Canada.	*
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?	Getac does not forsee any issues servicing the Sourcewell participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Getac does not have any specific contract requirements or restrictions that would apply to participating entities in Alaska, Hawaii, or other US Territories.	*

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.	Upon contract award for the new Contract, Getac plans to promote the contract award through internal and external communications as approved by the Agreement Administrator. The goal of marketing the contract is not only to communicate the value proposition, benefits, and the Sourcewell and Getac story, but also to emphasize Getac's commitment and flexibility in delivering and promoting Sourcewell and/or State-specific standards and savings as appropriate and approved by the Agreement Administrator and the participating agencies. To ensure effective marketing plan execution, the Getac Contract Representative, with the collaboration of the Agreement Administrator and designated participating agencies, will develop a plan annually that will help in promoting contract awareness and value for the contract. Getac looks forward to reviewing and discussing the proposed plan with after award.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Marketing plan will include several key features: Press Release: Getac will collaborate with the designated Agreement Administrator and other designated contacts to prepare and distribute a press release, after approval, announcing the contract award to Getac. Once a press release is written and approved, and with permission, Getac will manage all efforts with the media. The press release will be sent to all government industry publications and released over the business wire for pickup by major media. Getac will also leverage the announcement over social media sites to include LinkedIn, Facebook, and Twitter. As required under the contract, all marketing materials will be provided for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Advertising: Getac will drive contract awareness and product/service promotions under the contract through Getac web banners on https://www.getac.com/us/ and our Platinum Tier Certified Resellers promoting the contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of procuring entities. Web banners have a "call to action" inviting the reader to contact Getac URL for pricing and information. Getac will distribute periodic email newsletters and promotions to eligible procuring entities throughout the contract term. These email promotions will provide the most current ongoing promotions. As required under the contract, all marketing materials will be provided to the Agreement Administrator for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Web Presence: The Getac Sourcewell contract website that is in development with a potential landing page named https://sourcewell.getac.us/ will offer customers extensive information on the contract, products, certified resellers, warranty, pricing and more. Getac will continue to make improvements throughout the contract term to provide information to potential Sourcewell procurement entities. The website will provide a dropdown menu of the participating agencies and guide the user to a state specific page to facilitate procurement efforts. Each state website will be personalized, as allowed by and as approved by the Participating Agencies Procurement official, to meet the needs of the organization and maintain the approved format.	*
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?	Marketing Events & Forums: Getac will participate in annual marketing events annually and attend other Sourcewell events. The Getac Primary Account Representative will attend events along with the Contract Program Management team and potential management team members. The Getac Primary Account Representative and other Program Management team members will meet with participating agencies throughout the year to review participating agencies marketing plans and events, which may include management. Getac, in partnership with our Platinum tiered certified resellers, may schedule seminars in local major cities to review the latest IT trends and new Getac products with both local agencies and Getac authorized partners. Getac will work with the Agreement Administrator, designated Sourcewell teams and/or participating agencies to make them aware of these events or schedule additional seminar events or Webinars. Events will provide important information to agencies on contracts specifics including product scope, ordering information, price lists, and how to save more using this contract. As allowed and approved by the Agreement Administrator, Getac agency-approved partners can assist in the marketing activities in this section to promote the contract through telemarketing/email/social media campaigns, events and distribution of Agreement Administrator approved marketing documents. This will allow Getac to reach even more agencies for contract awareness.	*
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 highly customized nature of each and every rugged laptop and tablet Getac manufacturers, we do not offer E-procurement service for initial procurement. Once a Getac customer, customers will be provided a User Log In to purchase additional accessories, peripherals as needed and approved under the terms of the contract.	*

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.	All Getac products will come with an operating manual and access to training materials via the online customer portal at no additional cost to the buyer. Getac may also be able to provide additional training and support as requested at no additional cost to the procurement agency.	*
41	Describe any technological advances that your proposed products or services offer.	1. Our revolutionary LumiBond® 2.0 touchscreen technology, which bonds the display glass with the touch panel and LCD, creating a single pane that is more durable and readable, and offers better contrast and more crisp colors than other rugged laptop display. It features four advanced touch modes (Touch, Glove or Pen mode, plus an optional Digitizer mode), and the included hard-tip stylus enables you to capture signatures and take more precise notes on drawings, maps, or forms. 2. Main chassis structure is precision cast using Magnesium Alloy, an incredibly strong structural metal that also happens to be one of the lightest in the world for its strength. We combined that with an advanced rugged polymer in areas of less impact and rubberized absorption polymer at the main points of contact. Our devices have been independently tested and certified to MIL-STD-810H and MIL-STD461G standards. 3. Hot-swappable dual-battery design allows for potentially everlasting, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS. 4. AT&T FirstNet Ready®, offers an easy-to-carry profile, a comfortable touchscreen, and more power to run your general office and industry-specific applications with ease for first responders. 5. Most of our models' offer the newest and fastest wired and wireless connection options available. Thunderbolt™ 4 offers 40 Gbps data sharing with other devices, while Wi-Fi 6 (802.11ax) offers nearly five times speedier WLAN connectivity than the previous generation, and more reliability in dense deployments. The new Bluetooth 5.2 standard enhances connectivity with various Low-Power Wide-Area (LPWA) devices, while Wireless WAN with integrated GPS/GLONASS receiver, incorporating the latest Sierra Wireless module, delivers advanced air interface connectivity, including LTE-Advanced (LTE-A). 6. All Getac devices come with an entire lineup of accessories and peripherals including multiple battery charging stations, hands straps and holders, detachable keyboards, stylus' just to name a few.	*
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.	In response to the trend of international environmental protection, such as the requirements of product greening, toxic free, hazard free and environmentally friendly design, packaging, and recyclability, the Company has developed "Regulations for Getac Environmental Load Control" and "Getac Green Product Operating Procedures" and other related operating procedures and regulations, to actively promote overall product greening internally, and require all Getac suppliers to cooperate with the requirements of Getac environmental control regulations, not only to meet the requirements specified in the domestic and international environmental protection laws and regulations, so that the products can be successfully marketed globally, but also with stricter demand of self-expectation to meet the requirements of customers, while fulfilling the corporate responsibility and emphasizing the importance of environmental protection. We are also making it easier for customers to reduce waste by designing easily recyclable products and working with our Certified reseller partners to offer environmentally friendly packaging services and solutions for large scale device deployments.	*
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.	Getac cares about the environment. We have implemented strict policies to ensure our material parts, products, packing and manufacturing processes are environmentally friendly. We are proud to partner with organizations around the globe to bring awareness and help implement solutions to the environmental issues the world is facing. As a certified green manufacturer Getac has been independently tested and received environmental certifications including EPEAT®, RoHS Directive, REACH Regulation, and ENERGY STAR®. We believe in, and actively pursue innovation that will continue to lessen the environmental impact of electronics manufacturing to improve the quality of human life and protect the planet. Getac has set the Company's environmental policy with the goal of “Care for Environment, Sustainable Recycling,” clearly set for cherishing the earth's resources, complying with national environmental laws and regulations. Getac is committed to promoting green production, fulfilling our responsibility to protect the earth, through standard operation procedures; we include water resources management, energy management, wastewater, waste, and air pollution prevention in our daily management. All Getac's factories scrupulously abide by the environmental laws and regulations of the plant locations, and all factories have obtained the environmental management system certification of ISO14001 or the same level, and all plants have completed the new version certification of ISO14001:2015 at the end of 2019.	*

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 your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As an OEM, Getac is the only global rugged IT manufacturer that builds every device from the ground up. Our ability to forecast sales and manufacturer in spite of global market supply fluctuations ensures our customer have the fastest delivery time available in the industry. Despite global supply chain issues in 2020 and 2021, Getac has maintained a <60 day delivery timeline as our competitors are regularly shipping at 120 - 180 days after receipt of purchase order.	*

Table 9: 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?	Our S410 comes standard with a Limited 3 Year Warranty and all other products come standard with a 3 Year Bumper to Bumper Warranty that includes accidental coverage. Additional warranty for Year 4/5/6 may be purchased for an additional fee. Getacs warranty obligations for this hardware product are limited to the terms set forth below: Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser (“Warranty Period”). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers’ territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider. If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getacs property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. Please review "Warranty Card" attached for additional warranty information.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Exclusions and Limitations - This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the “Getac” trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a “powered by Getac” trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products “as is”. Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product’s use. Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions. This warranty does not apply to: (a) loss or theft; (b) fire; (c) submersion; (d) acts of god; (e) acts of war; (f) virus-inflicted damage; (g) improper use, intentional misuse or abuse; (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider; (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac; (j) a product on which any Getac serial number has been removed or defaced; (k) data recovery from hard drive failure; (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty. (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or (n) negligence (o) operation of product outside the published environmental or electrical parameters (p) use of supplies or parts not meeting Getac’s specifications Please review "Warranty Card" attached for restrictions and other limitations.	*

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technicians do not need to travel to perform warranty repairs. Warranty Repair Description - Getac offers an industry-leading warranty (bumper-to-bumper) on our products for a minimum of 3-years (semi-rugged product require service upgrade), which includes accidental damage. With one of the lowest annual failure rates in the computer industry, Getac computers are built-to-survive. If one does need repair, we want to make it as convenient as possible. That's why Getac rugged computers are serviced by FedEx Logistics - a fast, convenient and reliable service so you can quickly get back to doing what you do best. For minor repairs, Getac's Self-Maintainer Program lets customers opt to have replacement parts shipped directly to them. Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.	*

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?	No. Getac repair services are available in US and Canada. For Level I/II Repairs – Getac Self-Maintainer Program empowers in house technicians to provide immediate services to defective unit for minor repairs. For Level I and Level II repairs, the Getac Self-Maintainer Program allows you to perform warranty repairs on Getac products. Instead of shipping products to Getac's US-based Repair Center, the defective part can be swapped out by your own technicians. This allows you keep possession of your products and minimize downtime. Self-Maintainer repairs include all parts, and materials at no additional cost. Common cosmetic repairs like hatch door replacement are also included. Getac provides training for your team as part of the Self- Maintainer Program with an emphasis on parts replacement, product use and Getac's Service System processing. Upon successful completion of training, Getac supplies you an initial stock of seed parts to inventory at your location. When a repair is needed, your technician diagnoses the problem, creates an RMA in Getac's Online Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit. To replenish the inventory, simply place the defective part in the used part box, put a copy of the RMA inside, write the RMA number on the outside of the box and return it to Getac. Upon receipt of the defective part, Getac will ship out a replacement part to you. When you receive the new part, place it into inventory for future repairs. To ensure our high standard for repair is met, Getac has established the following qualification requirements for the Self-Maintainer Program: • Repairs are limited to customer owned product—150-unit minimum • Must be a current Getac USA customer in good business standing • Must have Service and Spare Parts Agreement in place with Getac • Must have qualified technicians on staff capable of repairing Getac products • Must have a dedicated environment and tools appropriate to repair products • Maintain product repair information and problem codes in the Getac Service Portal for product tracking and spare part replenishment Level III Repairs - FedEx TechConnect Program was designed to offer fast, convenient, reliable service repairs that can be initiated 24 hours a day, 7 days a week on Getac Service Portal. With one of the lowest annual failure rates in the computer industry, Getac computers are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer program, we want to make it as convenient as possible. Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. The End-of- runway location ensures shorter time in transit for express shipments and 3 day or less transit by FedEx Ground for most of the US. Warranty repairs can be initiated 24 hours a day, 7 days a week on the Getac service portal. With over 1,800 FedEx Office locations nationwide, it's easy to find a convenient drop-off location to and US-based end user. Once the device is shipped to the end of runway state of the art facility, technology repair specialists, certified by Getac, provide diagnostics, repair, re-image and upgrade services with quality assurance methodologies designed to verify that everything is working properly. All Getac warranty repairs are performed by expert technicians using only Getac original production parts. Every repair comes with online three-stage tracking of the inbound shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. With the 24/7 online monitored chain of custody, your system is always either with FedEx or you. Average repair time, excluding shipping, is 3.1 days.	*
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?	All Third Party products warranty will be passed to the original equipment manufacturer. Third Party Product Warranty Services – All third-party product warranty procurement processes, descriptions, and contact information will be available on a link at the Sourcewell/Getac website under Third Party products.	*

51	What are your proposed exchange and return programs and policies?	In accordance with generally accepted rugged manufacturing return and exchange policies, Getac does not allow exchanges or returns on any delivered products. each product is custom made-to-order and will only be promptly replaced if it arrives Dead-On-Arrival (DOA). Getac RSMs and certified resellers take great care to support the buyer through the procurement process to ensure the exact device(s) order meet and/or exceed all desired end user specifications.	*

52	Describe any service contract options for the items included in your proposal.	Additional Accessory/Service Warranty Details Peripherals - Getac peripherals come with at least 1-year warranty as standard. However, should you wish to extend the warranty on your Getac device, it makes sense to do the same for your peripherals. • We can offer extensions to year 2 ~ 5 from the standard warranty on Getac or 3rd party accessory, keyboard, docks and rugged power supplies. • If your accessory fails, log onto our Getac Service Portal and request a repair. Once returned, your accessory will be repaired, tested and shipped back to you. • If you work to a longer refresh cycle or are looking to extend your current devices working life email us at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822] to discuss additional warranty extensions options. Batteries - We pride ourselves on the quality of batteries and their ability to perform throughout a full day. However, batteries are considered to be “consumable” as there are limitations on the recharge cycles of all batteries. Since batteries are consumable products, the industry standard and that of Getac is to provide a 1-year warranty. • You can extend this with our Battery Warranty so that should it fail we will send you a replacement battery. • A battery is considered good if it maintains 50% of its charge capacity during the warranty period. Expedited Service - For customers who want their mission-critical equipment repaired faster, we have two options for expedited service available for an additional fee. No more internal challenges waiting for estimates and approvals, just report your product issue via our Service Request system and we’ll take care of the rest Option 1 - Express Care Option 2 - Priority Care 2 Days Shipping Overnight Shipping Line Hopping Priority Front of Queue Priority 2 Days Repair 1 Day Repair To ensure that our high standard for repair is met, Getac has established the following qualification requirements for the Expedited Service Program: • Must purchase Expedited Service Program with Getac product at the same time. • All purchases are recorded in the Getac Service System. When devices need repair, register the service request (SR), which will automatically generate expedited service information in SR. • Getac provides a 3-year expedited service for 3-year warranty products, and provides a 5-year expedited service for 5-year warranty products. • Accessories are not included in this program Extended Warranty - Extend your standard warranty from 3 years up to 5 years, for specific projects we can offer up to 7 years of extended warranty. Getac’s standard warranty for fully rugged devices includes the Bumper-to-Bumper warranty which covers accidental damage. The Extended Warranty covers any repairs in the same manner as the standard warranty. • Getac provides coverage for failures due to defects in materials or workmanship that occur with normal use. • All system components are covered under the extended warranty, except consumable items. • Purchase the Extended Warranty option at the point of sale or within 3 months of purchasing your Getac device. Keep Your Hard Drive Warranty (KYHW) - Getac is experienced in dealing with security-industry customers that require top-level security to protect the data on their devices. For these customers, we can ship you a replacement HDD / SSD. • Getac takes reasonable precautions to protect your data while it is in our hands. However, some customers’ devices hold sensitive data that they cannot take any risks. Keep Your Hard Drive warranty option is designed for these customers. If you handle data of a sensitive nature, for national security or commercial reasons, then add this to your warranty.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The value-added reseller partners supporting this contract have specific focuses on State and Local Government entities. These partners are aligned with the Getac Public Sector team and receive additional support from Getac's Field Sales organization. This alignment ensures partners have the proper support and competence to master the requirements set forth by the partnering government end users. The appointed resellers include large national organizations as well as local partners who often provide additional services around product deployment and implementation of Getac devices. These value- added resellers will work directly with the participating agencies to provide both pre- and post- sales support, quotes, as well as installation and implementation services. Getac's value-added resellers will be the primary points of contact for acceptance of orders, invoicing, and payment. Payment terms are generally Net30. These value-added resellers will source all Getac solutions and services through Getac's appointed distribution partners, who have a direct purchasing relationship with Getac, the manufacturer. Upon receiving a fully executed purchase order from the government end user, the value-added reseller will issue purchase order to one of the appointed distributor partners. The purchase order to distribution will include a copy of the end customer's purchase order for the purpose of tracking and reporting as indicated below.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Paul Levand Vice-President of Business Development "On the North Coast of America" 216-496-6711 plevand@rivercapital.com | www.rivercapital.com	*
55	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.	Getac is prepared to accept the buyers standard transaction documents and do use any mandatory forms, SLAs or T&Cs in connection with award.	*
56	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?	No. ACH preferred method of payment.	*

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 *	
57	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.	Getac will provide a minimum discount off MSRP by Category. Additional discounts may be offered at the discretion of the certified Getac reseller. See" Getac Proposed Pricing Sheet" for additional details.	*
58	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.	Getac pricing sheet includes SKU, Description, MSRP, % Off Discount by Category, and Proposed Sourcewell NTE price. See "Getac Proposed Pricing Sheet."	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Getac does not offer quantity or volume discounts or rebate programs. They may be offered by the certified reseller.	*
60	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.	Getac does not sell open market items and only sells Getac labeled products and related accessories and peripherals. All SKUs and descriptions and NLT price can be reviewed on the "Getac Proposed Pricing Sheet."	*
61	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.	Getac does not have additional costs associated with the purchase of items identified in the "Getac Proposed Pricing Sheet."	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and/or shipping is included in the price of the device.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and/or shipping is included in the price of the device.	*
64	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
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	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.	Upon award, GETAC will have a master price file/catalog set up that include the guaranteed category discounts along with the scope of products allowed under the contract and thresholds tied to each part number as approved by the Administrator defined in the awarded Master Agreement. During each setup process, these price files are reviewed by contract and pricing operations personnel for accuracy as part of GETAC's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a contract modification is received. GETAC's price file/catalog of products under each category is tied systematically to the MSRP list price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the discount that is reflected and flowed to the contract website and the Inside Sales Representatives' quoting tool. The GETAC system that houses the price list/catalogs were recently audited to ensure compliance, and GETAC agrees to conduct random checks during the term of to ensure quotes provided are at the discount off list price he contracts as required. Getac will conduct a quarterly self-audit, that will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings will be reported to Lead Agency with actions to correct documented findings. GETAC audits purchase orders and corresponding invoices randomly on a quarterly basis under existing contracts today and will continue this process under a new awarded contract. The website, quotes and invoices generated through GETAC systems are based on the contract number tied to a specific price file/catalog for pricing and systematically flows. GETAC agrees to conduct random checks during the term of the contract as required. Quotes automatically reflect the discount off GETAC's list price as required under the contract, and invoices will reflect the lowest price at the time the product ships. If an order is received for GETAC-branded product and a price decrease was generated prior to shipment, the procuring entity will receive the price decrease reflected on the invoice, providing them additional savings.	*
67	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.	The Contract Administrator will be responsible to provide quarterly and annual sales reports to Getac leadership team and cooridnate with our training and marketing teams to produce materials to encourage Sourcewell contract use. After the first year baseline sales, the Contract administrator with direction from the Executive team, will establish increase sales goals and RSMs will be expected to meet sales goals in order to achieve the highest level of annual bonus payouts.	*
68	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.)	1.25%	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Getac offers rugged computing product lines of all sizes including rugged notebooks, rugged tablets, rugged handheld for federal, education, military, public sector, utility, manufacturing, transportation & logistics, insurance, automotive maintenance, and field-service customers. Currently Getac has over 19,300 devices valued at $82.5M deployed in Federal Government (Non-Military), including transit authorities, public utilities and services, emergency preparedness organizations, judicial support and services and other NGOs. Getac currently manufacturers Rugged Laptops ranging in screen size from 11.6" to 15.6." Getac currently manufactures Rugged Tablets and Handheld PCs ranging in screen size from 7" to 14" and has both Windows and Android OS available. Please review the "Getac Lineup Card" for detailed specifications for each device proposed in this RFB.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We do not wish to add subcategories. We have listed our products based on minimum specifications identified in the RFP. We will have an "Accessory/Peripheral" category. See below. Rugged Laptop Category - X600, X500, B360, S410, V110 Rugged Tablet Category - A140, K120, F110, UX10, T800 Rugged Handheld PC Category - ZX10, ZX70(Android OS) Accessories/Peripherals - Power Adapters, Stylus Pens, Digitizer Pen, Carry Bag, Dual Battery Charger, High Capacity Battery, Keyboard Dock, Multi-Bay Charger, Office Dock, Hand strap, Shoulder strap, Screen Protector, Standard battery, Vehicle dock	*

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	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	○ Yes ◉ No	N/A	*
72	Traffic safety enforcement equipment, devices, and instruments	◉ Yes ○ No	Getac solutions are built to improve upon the computer-aided dispatch software (CAD) and police records management system (RMS) you already use. Writing citations, collision reports, and DUI arrest reports has never been easier thanks to Getac solutions. With our rugged devices, you can write, sync, and submit all the documents required from the field electronically, saving time, and reducing errors. Getac rugged devices are built with law enforcement in mind, providing you access to information to stay situationally aware as you protect and serve. Whether on patrol or during an emergency, Getac devices allow you to remain in contact with command, dispatch, and your fellow officers to make sure everyone is safe and informed.	*
73	Crime scene management and evidence collection equipment and supplies	○ Yes ◉ No	N/A	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	◉ Yes ○ No	ANSI rated rugged devices available for EOD environments	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	○ Yes ◉ No	N/A	*

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 your 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 - Sourcewell Pricing Page_Final.pdf - Wednesday August 31, 2022 13:23:12
- Financial Strength and Stability - Financial Review Form.pdf - Tuesday August 09, 2022 14:38:46
- Marketing Plan/Samples - Marketing Plan.pdf - Wednesday August 31, 2022 12:37:18
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Details.pdf - Tuesday August 09, 2022 17:33:13
- Standard Transaction Document Samples - Sample Quote.pdf - Wednesday August 31, 2022 11:28:20
- Upload Additional Document - Getac-All in One-US-July2022.pdf - Wednesday August 10, 2022 17:29:18

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. - Tammy Tubbs, Capture Manager, Getac, 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_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☑	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☑	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☑	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☑	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☑	2

Getac #090122-GET

Pricing for contract #090122-GET is provided to Sourcewell participating agencies at the following discounts.

Rugged Laptop	15% off MSRP
Rugged Tablet	10% off MSRP
Rugged Handheld PC (Android)	10% off MSRP
Accessories/Peripherals	10% off MSRP
Warranty	10% off MSRP
Services	5% off MSRP
Video Body Worn Camera	10% off MSRP
In-Car/Interview Room Camera	10% off MSRP
Video Accessories	10% off MSRP
Video Warranty	10% off MSRP
Video Services	5% off MSRP

Resolution No. 26-026

Introduced in Council: March 2, 2026

Adopted by Council:

Introduced by: Becky Ceperley

Referred to: Finance

Resolution No. 26-026 - Authorizing the Mayor or City Manager, subject to final review by the City Attorney, to renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of $1,181,783 for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator (TPA) Services for those lines of coverage for the period March 31, 2026 through March 31, 2027, in accordance with the costs and coverages in Exhibit A. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of $25,000/$50,000/$25,000 is accepted only.

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

That the Mayor or City Manager is authorized, subject to final review by the City Attorney, to renew its contracts with the West Virginia Counties Group Self Insurance Risk Pool, Inc., DBA West Virginia Communities Risk Pool, at a price of $1,181,783 for the City's Risk Management and Property, Casualty, and Cyber Insurance coverage and including all Third Party Administrator (TPA) Services for those lines of coverage for the period March 31, 2026 through March 31, 2027, in accordance with the costs and coverages in Exhibit A. Underinsured motorists coverage is specifically rejected. Uninsured motorists coverage with statutory minimum limits of $25,000/$50,000/$25,000 is accepted only.

Self Insurance Proposal
February 13, 2026

City of Charleston

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or info@riskprograms.com

Welcome to WVcorp

The first and only public entity risk pool in West Virginia

WVcorp was established in 2007 at the request of West Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the largest self-insurance risk pool for public entities in the state. We provide coverage to more counties and county-related agencies than any other provider, and we attribute our extraordinary success to the strength of our members. As a member, you are so much more than a customer. You are a part of WVcorp itself! Our membership is at the heart of everything we do, and this focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind - capable of addressing all of your risk management needs.

WVcorp provides the most comprehensive coverages available. Period.

For more than a decade, WVcorp has been a leader in creating innovative solutions to the unique challenges faced by West Virginia's public sector entities. As a pool participant, you can take advantage of WVcorp's vast array of membership benefits.

WVcorp Coverages

- Property
- Inland Marine
- Equipment Breakdown
- Crime
- Business Auto
- General Liability
- Public Officials Liability
- Law Enforcement Liability
- Workers' Compensation
- Cyber Liability
- Environmental Liability
- Excess Limits

You're choosing the best protection

Our goal has always been to provide the most comprehensive coverage possible for public entities. We believe in being agile and responsive to meet the needs of our membership, and that innovative spirit has driven us to develop coverages that in many cases are not available anywhere else in the marketplace. We cater our coverages specifically to West Virginia's local governmental entities, and that narrow focus has propelled us to the dominant position in our market. More public entities choose WVcorp over any other provider because they demand the highest level of protection to safeguard their organizations.

Coverage Advantages

Property

- Broad form, all risks
- No pool aggregate
- Guaranteed replacement cost
- Pollution liability coverage for first and third party clean up
- No pool limit on business interruption
- No pool limit on extra expense
- Includes vehicular bridges
- Includes underground property

Cyber Liability

- Comprehensive Cyber Risk program
- No deductible or sublimits
- No pool aggregate with $1 mil limit or greater
- Includes regulatory liability coverage
- Designated breach coach on cyber incidents
- Public relations and notification guidance
- Proactive scanning of public-facing domains
- Training available

Liability

- General Liability minimum of $1,000,000 per occurrence limit
- No annual aggregate
- No mandatory deductibles or caps
- No member cost-sharing
- Broad legal defense coverage
- Public Officials Liability includes EEOC and HRC claims
- Back and front pay included

Workers' Compensation

- Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment
- First Fill prescription program to save employee "out of pocket" expense

You're choosing specialized servicing

As owners of the program, our members want more than a traditional insurance policy. Not only do we tailor our coverage to our members, but we also provide services to meet the specific needs of each member. We employ staff who have walked in your shoes in former roles and understand the unique challenges your organization faces. Our expert Risk Control Team works directly with our members providing employee training, performing safety audits, or consulting on relevant risk management topics in order to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.

Service Advantages

Risk Control

- Facility safety assessments
- Certified Playground Safety Inspectors (CPSI)
- Risk management policy creation and consultation
- In-person and web-based employee training – safety, liability, human resources, cyber security, and more
- Claims analysis
- Safety committee assistance and participation
- Up to 14 hours of CE-credits for law enforcement
- Hot topic workshops presented at various conferences across West Virginia
-

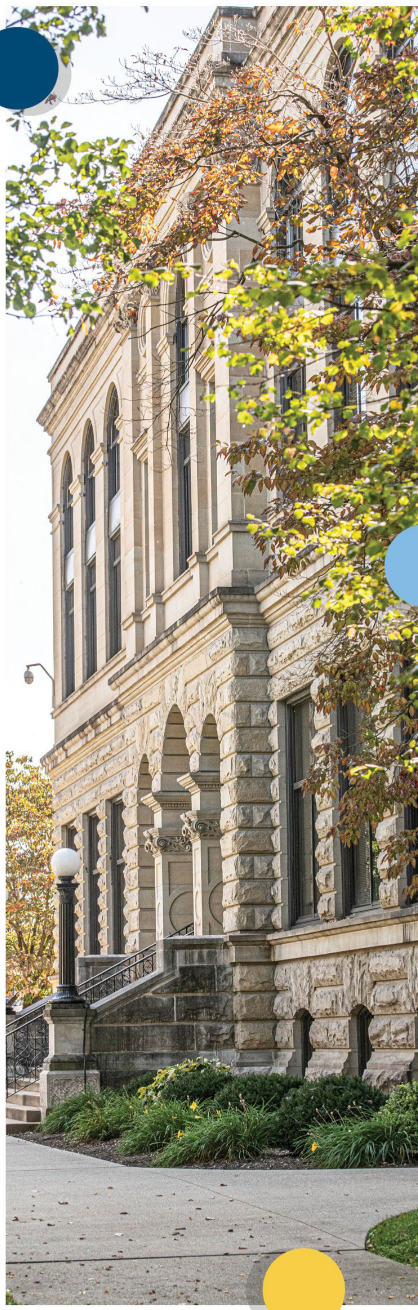
Member Portal

- Intuitive, user-friendly design
- Claims reporting with instantaneous claim number
- Risk management tools and templates
- Downloadable employee training presentations and webinars
- Customizable loss reports
- Claim viewer giving access to claim summaries, financials, and adjuster notes
- Property and vehicle schedule editing tool
- Certificates of insurance request feature
- Safety Source streaming library with over 1000 videos
-

Other Services

- Property valuations provided at no charge
- Investigations unit available for claim analysis and surveillance
- GatherGuard makes it simple to acquire short-term event coverage for facility users
- Contract and lease review to ensure adequate protection
- Safelite Auto Glass direct billing for quick and painless glass replacement; with a deductible waiver on glass repairs

In choosing WVcorp, you are choosing to stand with hundreds of like-minded organizations throughout the state who demand more than the status quo from their coverage provider, and we thank you for your choice.



You're choosing price stability

No one likes surprises. The pool was founded on the principle of price stability, and that long-standing ideal has guided our decisions since day one. While the commercial insurance market has experienced considerable volatility, and competitors have stripped away coverages to combat rate increases, the pool has enjoyed remarkable rate stability year over year for decades, even as we've consistently expanded coverages. It all adds up to giving you peace of mind, aiding in long-term planning and budgeting.

You're choosing ownership

At WVcorp, you are an owner of the program and its assets. There are no outside owners, investors or shareholders expecting dividends or profits. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. As a voting member, you have a direct voice in what matters most to your organization. The Board approves all major decisions, and again this year voted to return surplus funds to members at renewal.

You're choosing transparency

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. We begin our renewal process early each year to ensure you have ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information. Because we're partners when it comes to protecting your organization, we openly share the information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.

WVcorp

Contribution Summary Form

Coverage	Deductible	Contribution
Property : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	$50,000	$306,479
Inland Marine : Replacement Cost if Scheduled, otherwise Actual Cash Value	$50,000	$49,672
Equipment Breakdown	$5,000	$30,771
General Liability : $1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	$300,000	$293,436
Law Enforcement Liability : $1,000,000 Limit	$300,000	Included
Public Officials Liability : $1,000,000 Limit Each Wrongful Act	$300,000	$92,511
Automobile : $1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	$50,000- Comp $50,000- Collision $300,000- Liability	$167,138
Crime : Blanket $1,000,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud $25,000 sublimit	$50,000	$5,000
Excess Liability : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	$181,776
Environmental Liability : $500,000 Limit	$300,00(	Included
Cyber Risk : $5,000,000 Limit	$50,000	$55,000
Grand Total Annual Contribution		**$1,181,783**
	Total Contribution Due	$1,181,783

STOP LOSS P&C	$1,200,000
STOP LOSS LIMIT P&C	$1,000,000

- All TPA Services Included

WVcorp Member Agreement assessment provision language located under section 15, paragraphs 3 and 4 is waived in the event this is selected

Property

- WVcorp provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

Buildings and Contents	
Total Building Values	**$ 455,302,809**
Total Contents Values	**$ 10,930,007**
Business Income / Extra Expense ($100,000 Automatic or as scheduled)	**$ 4,000,000**

Coverage Includes: (no additional charge)*

- **Back-up of Sewers & Drains: $1,000,000 Limit**
- **Debris Removal: $20,000,000 Pool Limit**
- **Pollutant Clean-up and Removal: $500,000 Pool Limit**
- **Newly Acquired Property: $10,000,000 Limit (up to 120 Days)**
  When timely reported, covered until renewal at no additional charge if under $500,000 in value; additional charge for new values above $500,000
- **Property in Transit: $5,000,000 Pool Limit**
- **Utility Services Time Element: $2,000,000 Pool Limit**
- **Building Ordinance/Increased Cost of Construction/Demolition: up to $20,000,000 Pool Limit**
- **Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to $10,000,000 Pool Limit**
- **Flood (if outside the 100 year flood plain): up to $10,000,000 Pool Limit**
- **Architect & Engineering fees for plans, specifications, and supervision included upon replacement**
- **Error in Reporting Provision**
- **Improvements and Betterments to buildings leased by the member**
- **Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet of the premises provided their values are included in the schedule**

****Does not apply to properties valued at Actual Cash Value (ACV)***

Coverage Available (Additional Charge):

Builders' Risk during building construction (Optional - must be reported)

Perils Covered

- **Special Form; specifically drafted for public entities; all perils are covered except those specifically excluded.**
- **Flood (if outside the 100 year flood plain) and Earthquake are included.**

Valuation

- **Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise**
- **Business Income - Actual Loss Sustained**

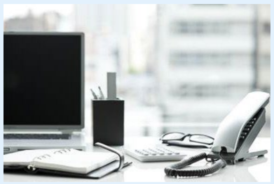
Other Terms

- **Blanket Limit**
- **No Coinsurance**
- **Vacant Buildings must be reported.**
  If vacant building becomes occupied, please notify WVcorp to ensure proper coverage is in place.

Deductibles (Per Occurrence)

- **$50,000 Building & Contents**
- **$50,000 Flood**
- **$50,000 Earthquake**

Definitions
• **Replacement Cost (RC): The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.** • **Actual Cash Value (ACV): The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.** • **Functional Replacement Cost: The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.** • **Vacant: A building that does not contain adequate Covered Property to conduct customary business operations.**



Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

Inland Marine	
Total Inland Marine Value (Per Schedule)	**$ 180,358,780**

Computers / Electronic Data Processing (EDP)	
Hardware (Per Schedule)	**$ 1,115,000**
Software (Per Schedule)	**Included**

Perils Covered
• **Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.** • **Electronic Data Processing (EDP) includes electrical and mechanical breakdown.**

Valuation
• **Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:** • **Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.**

Deductible
See Schedule

Definitions
• **Replacement Cost (RC): The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.** • **Actual Cash Value (ACV): The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.** • **Functional Replacement Cost: The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.**

Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

Limits
• **$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense** • **$1,000,000 Newly Acquired Property (up to 90 Days)** • **$1,000,000 Demolition (Coverage B)** • **$1,000,000 Increased Cost of Construction (Coverage C)** • **$1,000,000 Service Interruption** • **$250,000 Spoilage Damage** • **$100,000 Electronic Data or Media Damage**

Covered Events
Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

Deductibles
• **24 Hours Business Income Loss** • **$5,000 Per Occurrence**

General Liability

- WVcorp general liability coverage provides the broadest protection for public entities in West Virginia.
- WVcorp coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

Basis of Contribution	
Net Operating Expense	**$ 64,919,237**

Limits

- **$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence**
- **No Annual Aggregate**

Additional Coverages

- **Failure to Supply (No Sublimit)**
- **Sidetrack Agreements including Railroads**
- **Contractual Liability for Covered Contracts**
- **Personal Injury and Advertising Liability**
- **Broad Form Property Damage Liability**
- **Incidental Medical Malpractice**
- **Limited Worldwide Liability**
- **Owned Watercraft under 51 feet**
- **Products/Completed Operations**
- **Punitive Damages Covered in Most Cases**
- **Employee Benefits Liability**

Deductible

- **$300,000 Per Occurrence**

Cyber Risk

- WVcorp members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

Limits
• **$5,000,000 Per Occurrence and Aggregate - Per Member**

Coverages
Network Security, Privacy, and Data Breach Liability
• **Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.** • **Liability for transmission of a computer virus**
Multimedia Liability
• **Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media**
Regulatory Liability
• **Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations** • **Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body**
Data Breach Incident Response
• **Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.**
Data Restoration
• **Costs to restore, compile or replace data** • **Reasonable and necessary costs and expenses to determine scope of breach** • **Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event**
Cyber Extortion
• **Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service**
Social Engineering Fraud
• **Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently**
PCI DSS Fines
• **Covers PCI contractual costs and regulatory fines following a security or privacy event**

Deductible
• **$50,000 Per Claim**

Environmental Liability

- WVcorp provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

Limits

- **$500,000 Each Incident and Aggregate - Per Member**
- **$1,000,000 Pool Aggregate**

Coverages

- **Third Party Clean-up for above ground pollution exposures, such as:**
  - **Water & Sewer Operations**
  - **Transfer Stations**
  - **Spraying of Pesticides and Herbicides**
  - **Golf Courses**
  - **Above Ground Storage Tanks**

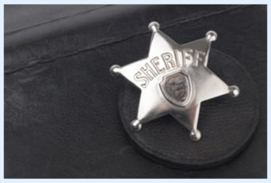
Exclusions *

- **Underground Storage Tanks**
- **Landfills**

*** WVcorp will place coverage for these excluded exposures through a commercial carrier, if requested.**

Deductible

- **$300,000 Per Occurrence**



Law Enforcement Liability

- WVcorp Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

Limit
• $1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence

Coverages
Follows Coverage Contract for Liability Coverage

Additional Coverages
• Bodily Injury/Property Damage with respects to Law Enforcement operations • Personal Injury Liability • Broad Form Property Damage Liability • Limited Worldwide Liability • Owned Watercraft under 51 feet • Volunteers included as covered persons (volunteer fire & rescue are excluded) • Contractual Liability for covered contracts

Deductible
• $300,000 Per Occurrence

Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages
- Prior Acts Coverage included if prior coverage was written on claims-made basis.

Limits

- **$1,000,000 Each Wrongful Act**
- **$1,000,000 Annual Aggregate**

Policy Form

Occurrence

Coverages

- **Employment Practices**
- **Sexual Harassment**
- **Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member**
- **Defense cost in addition to coverage limits**

Additional Provisions

- **Claims handled when filed, not only if a lawsuit is filed**

$100,000 Defense Limit provided for the following excluded coverages:

- **Employment Wrongful Acts, when no monetary damages requested**
- **Land Use/Eminent Domain (subject to $25,000 Deductible)**
- **Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to $25,000 Deductible)**

$50,000 Defense Reimbursement Limit provided for the following excluded coverages:

- **Criminal Acts (subject to a $10,000 Deductible); see contract language for specific terms and conditions**

Deductible

- **$300,000 Per Occurrence**

Automobile Liability and Physical Damage

- WVcorp coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

Basis of Contribution	
Number of Vehicles	**533**

Liability

Limits

- **$1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence**
- **$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)**
- **$25,000 Statutory Uninsured Motorist (Per Person)**
- **$50,000 Statutory Uninsured Motorist (Per Accident)**
- **$25,000 Statutory Uninsured Motorist (Property Damage)**
- **$1,000,000 Garage Liability**
- **$100,000 Garagekeepers**
- **No Annual Aggregate**

Additional Coverages

- **Out of State No Fault Coverage provided at the basic minimum limits required by state law**
- **Newly acquired vehicles covered until renewal at no additional charge**
- **Unlimited Physical Damage for all owned vehicles; deductible will apply**
- **Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of $50,000**
  - **Must be reported at 100% of replacement cost value**
  - **Additional charge will apply**

Physical Damage

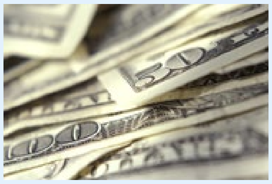
Deductibles

- **$300,000 Auto Liability**
- **$50,000 Comprehensive (ACV)**
- **$50,000 Collision (ACV)**
- **$250 Physical Damage to Hired or Borrowed Autos (up to $50,000)**

Definitions

- **Replacement Cost (RC): The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.**
- **Actual Cash Value (ACV): The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.**

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2025



Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

Limits
• **$1,000,000 Per Occurrence** • **$100,000 Telephone Toll Fraud**

Coverage Forms
• **Employee Theft** • **Employee Dishonesty (Faithful Performance Form)** • **Loss Inside and Outside the Premises** • **Money Orders and Counterfeit Paper Currency** • **Depositors Forgery Coverage** • **Computer Fraud** • **Funds Transfer Fraud**

Public Officials Required Bond
Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11

Deductible
• **$50,000 Per Occurrence**

Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

Limits

- **Excess Automobile Liability**
  - **$4,000,000 Limit**
  - **$0 Excess Liability Aggregate**
- **Excess General Liability**
  - **$4,000,000 Limit**
  - **$0 Excess Liability Aggregate**
- **Excess Law Enforcement Liability**
  - **$4,000,000 Limit**
  - **$0 Annual Aggregate**
- **Excess Public Officials Liability**
  - **$4,000,000 Limit**
  - **$4,000,000 Annual Aggregate**

Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage

City of Charleston

ATTENTION
Upon review, please sign/return to underwriting@riskprograms.com to ensure prompt processing of documents, including invoice and certificates of coverage.

2026 - 2027 Coverage Intent Form

After careful consideration of your proposal, we accept your coverage program subject to the following selections or changes:

	ACCEPTANCE:
	ACCEPT - We accept all coverages as presented in this proposal.
	MODIFY - We wish to request the following changes:
	REJECT - We do not accept your proposal.

OPTIONAL QUOTES PROVIDED HEREIN:

Accept	Reject	CYBER RISK:
		ELECT optional Increased Limit for Cyber Risk as follows: Total Limit: $__________________ Additonal Contribution: $__________________

BILLING TERMS	
We wish to select the following billing terms shown below	
Coverages (if applicable):	
Property & Casualty	☐ Annual Payment - Due and payable in full within 30 days of receipt ☐ Two Equal Installments - Due by July 1st and October 1st
Workers' Compensation	☐ Annual Payment - Due and payable in full within 30 days of receipt ☐ Quarterly Installments
Any additions or deletions made after the proposal and the initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.	
A late charge of 1% per month (12% per annum) will be assessed for contributions received 30 days after the due date.	

If additional quote options are provided herein, please indicate below if electing. Otherwise, coverage will be based upon current coverage.

PRINTED NAME ____________________ SIGNATURE ____________________ DATE ____________________

Resolution No. 26-027

Introduced in Council:

March 2, 2026

Introduced by:

Becky Ceperley

Adopted by Council:

Referred to:

Finance

Resolution No. 26-027 - Authorizing the Mayor or City Manager to renew its contract with Encova Insurance for workers' compensation insurance coverage for a premium of $271,461, including surcharges, and with an additional claims handling charge of 10% of paid claims, as detailed in Exhibit A: Provided, That this contract does not include any commission to the City's broker of record, USI Insurance Services LLC;

Authorizing the Mayor or City Manager to renew its contract with USI Insurance Services LLC ("USI") for insurance broker, risk management, and loss control services related to the City's property, liability, and workers' compensation insurance coverages for one year at a cost of $50,000 as detailed in Exhibit A; and

Authorizing the Mayor or City Manager to renew its contract with the West Virginia Counties Group Self Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool ("WVCorp"), for Third Party Administration (TPA) services related to legacy claims incurred while the City was self-insured for workers' compensation at a fee not to exceed $15,000.

This procurement is based on the results of a competitive insurance quote review process and the Memorandum of Understanding among the City, USI, and WVCorp entered into under Resolution No. 617-22.

The effective dates of the policies/contracts above will be from March 31, 2026 through March 31, 2027.

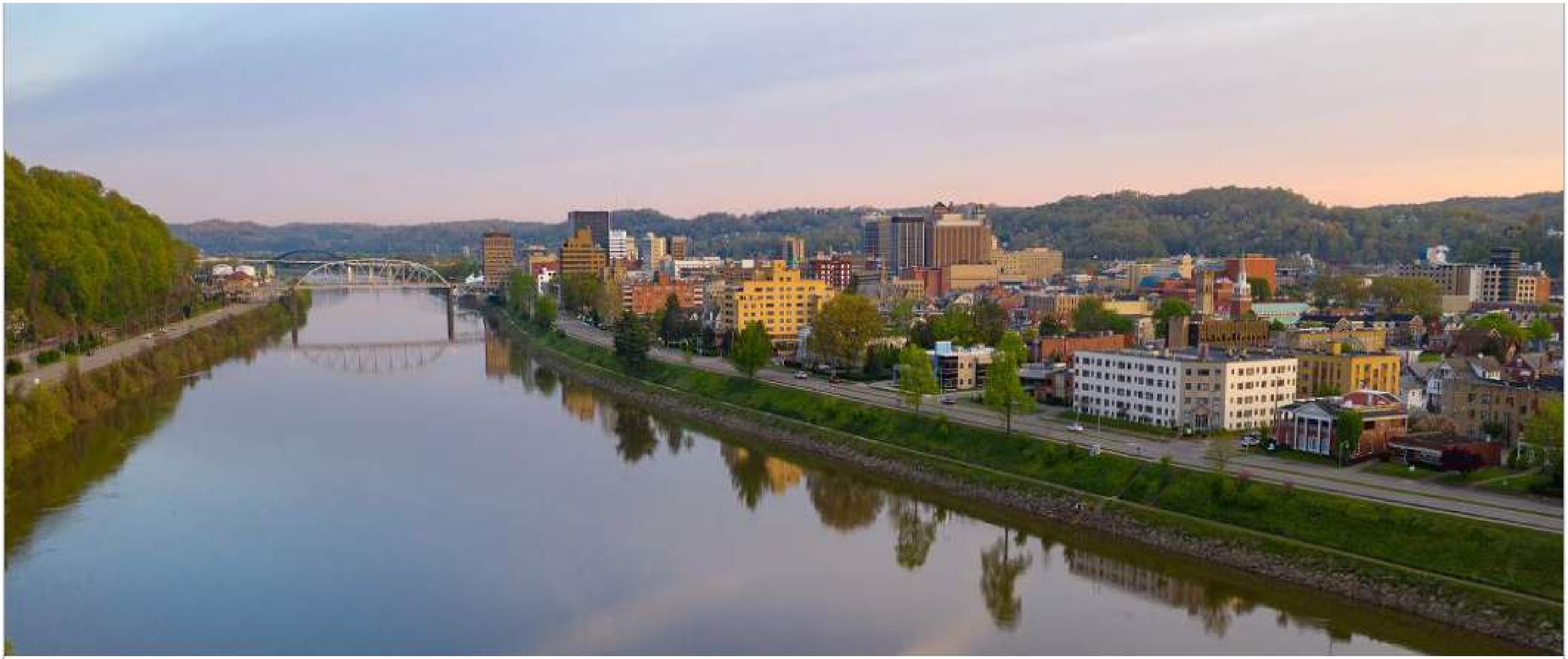
Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized (1) to renew its contract with Encova Insurance for workers' compensation insurance coverage for a premium of $271,461, including surcharges, and with an additional claims handling charge of 10% of paid claims, and authorizing leaving the WV self-insurance system, as detailed in Exhibit A: Provided, That this contract does not include any commission to the City's broker of record, USI Insurance Services LLC; (2) to renew its contract with USI Insurance Services LLC for insurance broker, risk management, and loss control services related to the City's property, liability, and workers' compensation insurance coverages for one year at a cost of $50,000 as detailed in Exhibit A;

and
(3) to renew its contract with the West Virginia Counties Group Self Insurance Risk Pool, Inc, D/B/A West Virginia Communities Risk Pool, for Third Party Administration (TPA) services related to legacy claims incurred while the City was self-insured for workers' compensation at a fee not to exceed $15,000, all to be effective from March 31, 2026 through March 31, 2027.

2026 Workers Compensation Insurance Proposal

City of Charleston



Dave Stacy, CIC
Senior Vice President
Account Executive: Colleen Gatens
Date Prepared: February 20, 2026

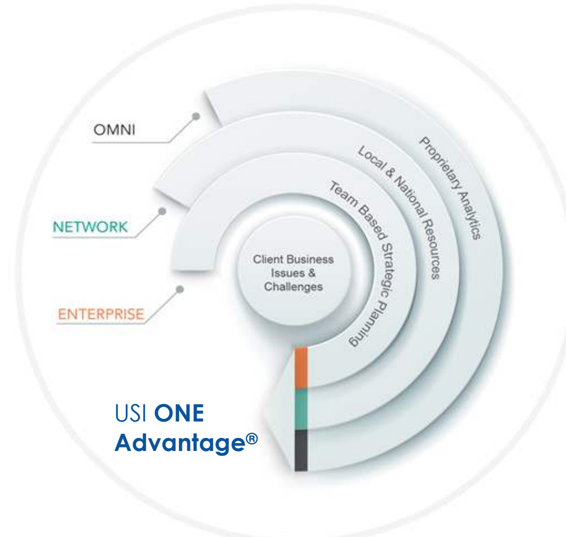
Table of Contents

About USI Insurance Services

USI is one of the largest insurance brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 10,000 industry leading professionals across ~200 offices to serve clients' local, national and international needs.

The USI ONE Advantage

What truly distinguishes USI as a leading insurance brokerage and consulting firm is the USI ONE Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE® represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.



Omni – USI's Proprietary Analytics
Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 500,000 clients, thousands of professionals and over 150 years of business activity through our acquired agencies into targeted, actionable solutions across property & casualty, employee benefits, personal risk and retirement. Omni features over a thousand solutions, case studies, work products and detailed analysis across industry verticals in a single dashboard. USI consultants input the client's personalized data into Omni – highlighting their business, employees, and risks. The results feature client specific recommendations with quantified financial impact and the ability to analyze alternative scenarios with the touch of a button.

Network – USI's Local and National Resources
USI has made a very large investment in local resources and technical expertise, with more than 10,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning
USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our Omni knowledge engine, with our Network of local and national resources, delivered to our clients through our Enterprise planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

Service Team

USI Insurance Services, LLC

300 Kanawha Blvd. East, Suite 310, Charleston, WV 25301

(304) 347-0611   www.usi.com

Producers

Your **Producer** is **Dave Stacy**

Direct Number: (304) 347-0691

E-Mail: Dave.Stacy@usi.com

Account Management Team

Your **Account Executive** is **Colleen Gatens**

Direct Number: (304) 347-0702

E-Mail: Colleen.Gatens@usi.com

Your **Associate Account Rep** is **Carson Fox**

Direct Number: (304) 347-0662

E-Mail: carson.fox@usi.com

Additional USI Contacts

Your **Casualty Analytics** contact is **Kristina Chandler**

Direct Number: (304) 347-0601

E-Mail: Kristina.Chandler@usi.com

Your **Claims Advocate** Primary contact is **Lisa Jordan**

Direct Number: (304) 347-0626

E-Mail: Lisa.Jordan@usi.com

Your **Risk Control** Primary contact is **Jonathan Jeffries**

Direct Number: (304) 347-0689

E-Mail: Cody.Jeffries@usi.com

Schedule of Locations

Workers' Compensation

Insurance Company: SummitPoint Insurance Company
Policy Term: 03/31/2026 to 03/31/2027

Location Number	Address	City	State	ZIP Code
1	501-9 Virginia Street, E.	Charleston	WV	25330
2	220-230 Virginia Street	Charleston	WV	25301
3	200 Civic Center Drive	Charleston	WV	25301
4	Brooks and Lewis Street	Charleston	WV	25301
5	200 Arnold Drive	Charleston	WV	25302
6	613 Clifton Road	Charleston	WV	25303
7	2009 7th Street	Charleston	WV	25387
8	R2009 7th Street	Charleston	WV	25387
9	Cato Park	Charleston	WV	25302
10	200 Baker Lane	Charleston	WV	25302
11	314 Donnally Street	Charleston	WV	25301
12	3511 Venable Avenue	Charleston	WV	25304
13	Farnsworth Drive	Charleston	WV	25311
14	1 Twilight Drive	Charleston	WV	25311
15	302 Morris Street	Charleston	WV	25301
16	808 Virginia Street W	Charleston	WV	25302
17	B 808 Virginia Street W	Charleston	WV	25302
18	829 Oakwood Drive	Charleston	WV	25314
19	1810 Oakridge Drive	Charleston	WV	25314
20	916 Bridge Street	Charleston	WV	25314
21	5010 MacCorkle Avenue	Charleston	WV	25304

Location Number	Address	City	State	ZIP Code
22	128 Cora Street	Charleston	WV	25302
23	2184 Falcon Drive	Charleston	WV	25387
24	115 Lee Street W	Charleston	WV	25302
25	US RT 119 - Camp Way	Charleston	WV	25309
26	208 26th Street	Charleston	WV	25387
27	819 Hanna Drive	Charleston	WV	25387
28	500 Ruffner Avenue	Charleston	WV	25311
29	208 Copenhaver Drive	Charleston	WV	25387
30	208 26th Street	Charleston	WV	25387
31	180 Laidley Street	Charleston	WV	25301
32	1100 Pennsylvania Avenue	Charleston	WV	25302

Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.

Schedule of Named Insureds

Workers' Compensation

Insurance Company: SummitPoint Insurance Company
Policy Term: 03/31/2026 to 03/31/2027

Named Insureds
City of Charleston

Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.

Workers' Compensation

Insurance Company: SummitPoint Insurance Company

Policy Term: 03/31/2026 to 03/31/2027

Coverage: **Part One** – Workers' Compensation agrees to pay the benefits required under the applicable State's Workers' Compensation Law.

Part Two – Employers Liability for work-related injuries or disease other than that which is imposed by a state Workers' Compensation Law.

Part Three – Other States. States in which you have no exposure on the policy inception date, but in which you may have a temporary or future worksite or exposure in during the policy term. If listed, statutory benefits will apply as if the state were listed in Part One.

Coverage Description	Limit
Employers Liability - Each Accident	$1,000,000
Employers Liability - Disease (Policy Limit)	$1,000,000
Employers Liability - Disease (Each Employee)	$1,000,000
Experience Mod	Refer to Schedule of Exposures
Statutory Limits Apply	Y
United States Longshore and Harbor (USL&H)	Y
Voluntary Compensation	Y
Other States	Y
Retroactive Date	N
Retro Plan	N

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

Workers' Compensation Schedule of Exposures

State: WV **Experience Modifier: .96**

Class Code	Classification Description	Estimated Annual Payroll	Rate	Premium
0042	Landscape Gardening & Drivers	$890,316	1.193	$10,621
3064	Sign MFG – Metal	$187,551	.805	$1,510
5506	Street Or Road Construction: Paving or Repaving & Drivers	$2,575,195	2.816	$72,517
6325	Conduit Construction-For Cables or Wires-& Drivers	$215,295	0.880	$1,895
7710	Firefighters - Not Volunteer & Drivers	$12,120,335	0.967	$117,204
7720	Police Officers & Drivers	$13,163,246	0.593	$78,058
7720	Police Officers & Drivers – Volunteers	$45,075	0.593	$267
8380	Automobile Service or Repair Center & Drivers	$788,834	0.602	$4,749
8392	Automobile Storage Garage, Parking Lot or Parking Station, Valet Service, Cashiers or Counter Personnel & Drivers	$321,253	0.490	$1,574
8810	Clerical Office Employees NOC	$8,036,308	0.045	$3,616
8820	Attorney - All Employees & Clerical, Messengers, Drivers	$495,006	0.024	$119
8831	Hospital-Veterinary & Drivers	$77,114	0.400	$308
8864	Social Services Organization - All Employees & Salespersons, Drivers	$415,368	0.309	$1,283
9015	Buildings Or Buildings NOC- Operations by Owner or Lessee	$1,776,676	0.760	$13,503
9102	Park NOC- All Employees & Drivers	$1,050,840	0.683	$7,177
9220	Cemetery Operations & Drivers	$333,613	1.106	$3,690
9403	Garbage, Ashes or Refuse Collection & Drivers	$2,565,917	2.007	$51,498
9410	Municipal, Township, County or State Employee NOC	$815,968	0.872	$7,115
Total Estimated Standard Premium (without Premium Adjustments)				$$376,704

Premium Adjustments	Amount
Employers' Liability Limits	$5,274
Employers Liability Increased Limits Deductible Credit	$2,004
Large Deductible Credit Premium	$143,148
Experience Modification Premium	$9,473
Expense Constant	$175
Terrorism	$2,294
Catastrophe (Other than certified acts of terrorism)	$4,587
Broad Form Employers Liability	$29,835
Broad Form Employers Liability Deductible Credit	$11,337
WV Regulatory Budget Surcharge	$18,435
WV Fire & Casualty Surcharge	$119
Total Estimated Annual Premium Including Premium Adjustments	$271,461

Audit Provisions

Description
Audit based on Payroll

The premium quoted is the minimum and deposit premium and is a fully earned premium. The policy is auditable at expiration and there may be charges for additional exposures; however, the premium will never fall below the minimum and deposit premium shown above.

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

Included/Excluded Officers:

State: WV

Name	Include (I) / Exclude (E)
All	Included

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:			
Coverage Description	**Type**	**Limit**	**Ded**
Workers' Compensation Broad Form Endorsement			
Terrorism Included			
All States except those in 3A and North Dakota, Ohio, Washington, Wyoming			
Deductible Endt - Each Accident/Each Claim/Disease Each Employee			$300,000
Your Large Deductible Plan is subject to the Policy Aggregate Limit, as follows: Rate - $.45 per $100 of Audited Exposure Base, subject to a Minimum Policy Aggregate Limit of $1,000,000		$1,000,000	
Claims Handling Charge - Basis: 10% of Deductible Plan Paid Loss Subject to Limit per Claim			$30,000
Letters of Credit (LOC) Requirements: Amount Required for ALL Policy Years: $705,000			
Loss Fund Collateral Requirements: Amount Required for ALL Policy Years: $75,000			

Workers’ Compensation Exposure – Rate Comparison

Classification	Class Code	Expiring Rate	Expiring Payroll	Expiring Premium	Proposed Rate	Proposed Payroll	Proposed Premium
Landscape Gardening & Drivers	0042	1.48	$780,511	$11,552	1.193	$890,316	$10,621
Sign MFG – Metal	3064				.805	$187,551	$1,510
Street Or Road Construction: Paving or Repaving & Drivers	5506	3.11	$2,219,924	$69,040	2.816	$2,575,195	$72,517
Conduit Construction-For Cables or Wires-& Drivers	6325				0.880	$215,295	$1,895
Firefighters-not Volunteer & Drivers (CT)	7710	1.06	$12,215,520	$129,485	0.967	$12,120,335	$117,204
Police Officers & Drivers	7720	0.71	$12,236,208	$86,877	0.593	$13,163,246	$78,058
Police Officers & Drivers -Volunteers	7720				0.593	$45,075	$267
Automobile Service or Repair Center & Drivers	8380	0.69	$812,262	$5,605	0.602	$788,834	$4,749
Automobile Storage Garage, Parking Lot or Parking Station, Valet Service, Cashiers or Counter Personnel & Drivers	8392				0.490	$321,253	$1,574
Clerical Office Employees NOC	8810	0.06	$7,902,963	$4,742	0.045	$8,036,308	$3,616
Attorney - All Employees & Clerical, Messengers, Drivers	8820	0.03	$457,207	$137	0.024	$495,006	$119
Hospital-Veterinary & Drivers	8831				0.400	$77,114	$308
Social Services Organization- All Employees & Salespersons, Drivers	8864	0.37	$294,952	$1,091	0.309	$415,368	$1,283
Buildings Or Buildings NOC-Operations by Owner or Lessee	9015	0.88	$404,342	$3,558	0.760	$1,776,676	$13,503
Park NOC-All Employees & Drivers	9102	0.77	$1,525,547	$11,747	0.683	$1,050,840	$7,177
Cemetery Operations & Drivers	9220	1.36	$192,766	$2,622	1.106	$333,613	$3,690
Garbage, Ashes or Refuse Collection & Drivers	9403	2.65	$2,363,683	$62,638	2.007	$2,565,917	$51,498
Municipal, Township, County or State Employee NOC	9410	1.06	$3,232,513	$34,265	0.872	$815,968	$7,115
Employers' Liability Limits		0.014		$5,927	0.014		$5,274

Employers Liability Increased Limits Deductible Credit		0.48		$2,845	0.38		$2,004
Large Deductible Credit Premium		0.48		$203,212	0.48		$143,148
Experience Modification Premium		1.02		$4,465	.96		$9,473
Total Standard Premium				$223,231			$227,353
Expense Constant				$175			$175
Terrorism		0.005		$2,180	0.005		$2,294
Catastrophe (Other than certified acts of terrorism)		0.01		$4,361	0.01		$4,587
Broad Form Employers Liability		0.0792		$34,872	0.0792		$29,835
Broad Form Employers Liability Deductible Credit				$16,094			$11,337
WV Regulatory Budget Surcharge		0.05		$21,935	0.05		$18,435
WV Fire & Casualty Surcharge		0.0055		$113	0.0055		$119

This summary is provided as a quick comparison of exposure and rates for the expiring and proposed terms.

2025 Premium and Surcharges Total	**$274,049**	**2026 Premium and Surcharges Total**	**$271,461**

Description	Expiring Term	Proposed Term	Difference
Estimated Annual Payroll	$43,608,222	$45,873,910	$2,265,688
Estimated Annual Policy Premium	$252,001	$252,907	$906
Endorsement to reduce EMOD to .99	$6,700	N/A	N/A
Estimated Net Premium Including Taxes and Assessments	$267,349	$271,461	$4,112

Policyholder Disclosure - Notice of Terrorism Insurance Charge

Coverage for acts of terrorism is included in your quote. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury --in consultation with the Secretary of Homeland Security, and the Attorney General of the United States --to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your quote may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $2,294.00 , and does not nclude any charges for the portion of losses covered by the United States government under the Act.

Risk Control Services

USI Risk Control Consulting Service's division has assisted municipal clients develop and maintain successful safety and risk control programs nationwide for many years. Our Charleston-based team has served our public entity clients for over 35 years. Our mission is to provide timely delivery of quality consulting services designed to: reduce your exposures to liability and loss, lessen the frequency and severity of your losses, maintain the health and safety of your personnel, and protect your assets and profitability.

We will work with you in close partnership to accomplish this mission— listening to what you tell us about your organization and your unique needs, studying your business, and exploring solutions to develop an action plan that addresses your needs. The result is a tailored program that aggressively manages the city's property/liability and workers' compensation program and related loss costs and will improve operational efficiencies. Our support will free you up to focus on your priority— running the City of Charleston.

USI' loss control programs are designed to initiate the positive change necessary to establishing an effective, long-term safety culture. Our pledge is to uphold your organization's values for employee safety, operational efficiency, and fiscal responsibility. USI's experienced professionals will help you plan your risk control program and achieve the results you desire.

The USI risk control team has conducted the following for the city:

- 315 Online trainings completed
- Monthly Safety courses provided in conjunction with Adam Simon via RMC
- Quarterly In-Person Claim reviews
- Facility Audits of Parks and Recreation prior to seasonal opening
- Onsite Training for Public Works and Streets departments
- Annual Inspections of all public pools
- Coordination and Support for Carrier Recommendations
- Orientation of New Safety Director
- Personal Safety Training Seminar

2025 Goals

- Establishment of formal Safety Committee to include representation from all departments with monthly / quarterly meetings
- Review and update Safety Program
- Review and Update Employee Job Descriptions to include Physical Capacity Demands
- Review and Update Employee Safety Orientation process and procedure

Online Training's completed 7/1/2024-7/1/2025

Training Course	Completions
Office Workstation Ergonomics	101
Cold Stress	71
Fire Extinguisher Safety	70
Health and Wellness	13
Bullying and Other Disruptive Behaviors	11
Workplace Harassment in the Office	11
Conflict Resolution	9
Communicating with Customers	9
Anti-Harassment Training for Employees - Multistate	9
Abusive Workplace Conduct Prevention	9
Anti-Harassment Training for Managers - Multistate	2

The USI service team has also coordinated insurance policy procurement and risk transfer for all Live on the Levee events for the past 3 years.

Risk Management Standards for Municipalities

Organization for Loss Control - Safety Programs, Safety Committee Activities, Employee Training, Orientation of Seasonal Employees, Accident Reporting/ Investigation/ Follow-up Procedures, Employee Responsibilities, Management Support, ADA, Personnel Administration, Workplace Violence, Harassment, Contract Provisions, Council/ Board Training, Emergency Response/ Contingency Planning, Business Interruption

Workers Compensation- OSHA Activities, Cost Containment Programs, Return to Work, Light Duty Programs, Designated Medical Provider, Physical Demands Assessment, Hazard Communication, Ergonomics

Fleet Operations- Hiring Procedures, Background Checks, Defensive Driving Training, Safety Meetings, Vehicle Selection Criteria, Motor Vehicle Record Reviews, Inspection and Maintenance, Recordkeeping, Accident Procedures, Accident Reporting and Recordkeeping, Accident Follow-up and Review, Remedial Actions, Safety Rules, Seatbelt Use, Cell Phone Use Policy, DOT Standards, Commercial Driver Recordkeeping Practices

Public Safety- Haz Mat Programming, Mutual Aid Agreements, Infection Control

Police Department Policies- Certification Requirements, Routine, Emergency, and Pursuit Driving, Use of Force, including Deadly Force, Less-lethal Defensive Tools (such as tasers, PR-24's, OC spray, etc.) Search and Seizure Procedures Firearm Qualifications, Off-Duty Employment Arrest Procedures, Lawful Warrants Domestic Violence Citizen Complaints, Reviews of Critical Incidents and Automobile Accidents, Holding Facility Provisions

Fire Department- Fire Department Safety Officer Qualification, Fire Fighter Training, Confined Space Rescue Training, Fire Apparatus Driver Training, Inspection of Fire Apparatus, Protective Clothing Standards

Public Works, Parks and Recreation- Complaint Procedures, Work Zone Safety, Locating/ Marking of Utilities, Lock Out Program, Confined Space Training, Trenching Cross Connection Program, Heavy Equipment Operation, Chemical and Pesticide Safety, Tree Program, Sidewalks and Streets Inspection, Parks and Recreation Facilities Inspections, Pool Operation/ Safety, Public Events, Informed Consent/ Waiver of Liability Forms, Waste and Water Treatment, Operator Qualification, Security, Sewer Inspection/ Back- up Prevention

Program Benefits

Utilizing the industry and technological experience of USI, the City of Charleston will gain a proven partner dedicated to taking a proactive approach to developing and maintaining an effective risk control program. A partnership with USI can make a significant difference to your bottom line by:

- Minimizing risks and exposures
- Increasing profitability and productivity
- Lowering insurance costs
- Providing a safer workplace
- Reducing operating costs
- Meeting regulatory compliance requirements
- Educating management, supervisors and employees

Program Development Goals

USI will consult with the city to accomplish the following actions:

- Develop overall, loss-related goals and objectives.
- Assist with the identification of specific loss trends, high loss areas, and target locations for focused loss control activity and control measures.
- Participate in the allocation of resources offered by USI to address real exposures to loss.
- Establish systems to monitor the impact of implemented programs on claims frequency and severity so that adjustments and/or modifications can be made to these programs/activities as needed.

Analysis, Inspection and Evaluation Services

These services are designed to identify and evaluate the impact of loss exposures and risks of individual departments or collectively for the entire municipality. The analysis and evaluation process prioritizes the areas that can most economically benefit from further loss control activities. Audits and surveys may also be used on an on-going basis to monitor the effectiveness of loss control or safety programs currently in place. The types of analysis, inspection and evaluation services offered by USI include the following:

- Safety Program Analysis
- Comprehensive Safety Evaluations
- Property Exposure Analysis
- Specialized Risk Analysis
- Human Factors Analysis
- Environmental Risk Assessment
- Contract review
- Loss Prevention Programs
- Safety Program Documentation
- Injury Prevention Programs

Regulatory Compliance

Compliance with State and Federal regulations is essential to the successful operation of a municipality. USI's Federal/State compliance programs include three objectives:

1. Identify strengths and weaknesses with regard to regulatory compliance within each identified department.
2. Evaluate and discuss the specific loss control support service needs for each department.
3. Develop an agreed-upon corrective action plan with personnel indicating the program goals and objectives to be achieved in the coming year (these may involve activities to be accomplished by the municipality, the consultant or by other support services).

Sample service plan items include:

- City-wide employee safety training courses for all City employees.
- Four Monthly facility safety audits with written report of findings and recommendations.

- Monthly employee safety training courses targeting specific departments
- Review and make recommendations to the City's: Risk management and safety Manuals by department, HR & Personnel Policies, Law Enforcement policies and procedures, and Cyber liability.
- Annual Defensive Driving Training with certification.
- Annual CPR/First Aid Training with certification.
- Annual Employee Flagger Training with certification.
- Annual audit and update of current risk management and employee safety manuals, policies, and procedures.
- Development and implementation of new employee safety orientation program.
- Immediate accident/incident investigation
- Charleston Police Department and the Charleston Fire Department in an effort to provide the safest facilities and environmental opportunities possible for each force.
- Monitor all construction projects.
- Monitor all claims and incidents
- Examination of all property/liability/workers Compensation losses
- Implement plan to reduce and eliminate future recurrence.
- Special Projects as directed by the City of Charleston Administration.

USI's municipal compliance programs include:

- Hazard Communication
- Confined Space Entry
- Emergency Preparedness
- Hazard Communication
- Personal Protective Equipment (PPE) & Hazard Assessments
- Procedure Manual Development
- Recordkeeping
- Training Records

Training and Education

USI will provide the city with training based on needs identified by both loss experience data and the municipality's risk management team. The best safety management programs are pro-active, flexible and able to respond quickly to the needs at hand. USI provides a team of qualified, experienced safety professionals readily available to help your organization meet its safety management goals and objectives.

PARTNERING WITH YOU TO CREATE POWERFUL RESULTS

Available programs include, but are not limited to:

• **General**
» Office Safety-Video Display Terminals
» Sexual Harassment
» Violence in the Workplace
» Defensive Driving
» Accident Investigation
» Supervisory Safety Concepts
» Hazard Recognition and Control

• **Public Works**
» Hand/Power Tool Safety
» Electrical Safety
» Bloodborne Pathogens
» Lockout/Tagout
» Personal Protective Equipment
» Slip/Trip/Fall Awareness
» Confined Space Entry
» Excavation/Trenching
» Complaint Procedures
» Work Zone Safety
» Locating/ Marking of Utilities
» Lock Out Program
» Confined Space Training
» Trenching Cross Connection Program
» Heavy Equipment Operation
» Chemical and Pesticide Safety
» Tree Program
» Sidewalks and Streets Inspection
» Parks and Recreation Facilities Inspections
» Pool Operation/ Safety
» Public Events
» Informed Consent/ Waiver of Liability Forms
» Waste and Water Treatment
» Operator Qualification
» Security
» Sewer Inspection/ Back- up Prevention
» Street Maintenance/Traffic Control
» Lawn Maintenance
» Miscellaneous Forestry Operations
» Flagger Certification
» Seasonal Needs
» Summer Orientation

» Cold Exposure
» Heat Stress
» Snow Removal

- **Police/Fire**

» Bloodborne Pathogens
» Defensive Driver Course: Liability
» Back Injury Prevention
» Chemical "Right-to-Know"
» Lifting—Back Injury Prevention
» Ladder Safety
» Certification Requirements
» Routine Emergency, and Pursuit Driving
» Use of Force, including Deadly Force
» Less Lethal Defensive Tools
» Search and Seizure Procedures
» Firearm Qualifications
» Off-Duty Employment Arrest Procedures
» Lawful Warrants
» Domestic Violence Citizen Complaints
» Reviews of Critical Incidents
» Review of Automobile Accidents
» Holding Facility Provisions

- **Specialized Services**

» Appraisal Services
» Customized Web Platform
» Crisis Management and Response
» Employment Practices Liability
» Ergonomics
» Fire Protection and Engineering
» Playground Safety Services

- **Transportation and Fleet Safety**

» Hiring Procedures
» Background Checks
» Defensive Driving Training
» Safety Meetings
» Vehicle Selection Criteria
» Motor Vehicle Record Reviews
» Inspection and Maintenance
» Recordkeeping
» Accident Procedures
» Accident Reporting and Recordkeeping
» Accident Follow-up and Review
» Remedial Actions
» Safety Rules
» Seatbelt Use
» Cell Phone Use Policy
» DOT Standards
» Commercial Driver Record Keeping Practice

The following are some of the value-added services we provide:

eRisk Hub®

Resources to help prevent and mitigate network and privacy breaches

Breach Coach™ – Our Breach Coach service, staffed by attorneys who are certified privacy professionals, provides immediate triage assistance in the event of a breach.

News center – The news center keeps you up to date with cyber risk stories, security and compliance blogs, security news, risk management events, statistics, and helpful industry links.

Learning center – The learning center contains best-practices articles and white papers written by leading technical and legal professionals on compliance, network security, privacy, and breach recovery.

eRisk resources directory – From security consultants, to specialists, to forensic investigators, to eDiscovery specialists, the eRisk resources directory helps you quickly find external resources with deep experience in pre- and post-breach disciplines. Information about their services, pricing, and key personnel is provided.

USI Connect®

Access valuable resources for risk management 24/7

A one-stop resource for your business with information resources on a wide range of topics:

- Get breaking legislative updates first
    - Access thousands of compliances, risk management, safety, and workers' compensation resources relevant to you
- See how your company compares to similar firms through an online forum
- Content can be tailored to your business with intuitive, easy-to-use software
- Online OSHA log makes recordkeeping easy
- Create OSHA forms and reports in seconds
- Added resource link library for relevant online information
    - Connect with risk management professionals across the country to ask questions and discuss best practices through the online forum feature

USI Risk Management Center®

Providing comprehensive safety, claims, and human resources library and suite of software and online solutions

USI's Risk Management Center (RMC) is a web-based portal and provides a comprehensive, online library of resources for Safety, Wellness, Claims and Human Resources. The Safety Resource library offers online courses in both English and Spanish. It also includes Ask the Expert, a direct link to contact USI's Risk Control Team with any safety-related questions. The Risk Management Center's platform is offered free of charge as a value-added benefit to clients of USI and includes:

- Sample Polices and Written Programs
- Online and PowerPoint Training Materials
- Quizzes
- Safety Talks
- Posters
- Streaming Video Library

Included in the RMC's suite of customizable software solutions are the following:

- Incident Tracker (OSHA Recordkeeping)
- Certificate of Insurance (COI) Tracking
- Training Tracker Learning Management System (LMS)
- Audit Tracker
- Hazard Assessment Tool
- Safety Data Sheet (SDS) Management
- HR and Benefits Essentials

USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement.

Document Delivery DISCLOSURE: USI strives to make your interactions with us easy and efficient. Therefore, we intend to deliver your policy and all policy-related documents electronically through our InsurLink client portal or through email. If you do not wish to receive these documents electronically or if you would like a paper copy of any or all documents at no cost to you, please notify your client service representative in writing. If your email or electronic contact information changes, please notify your client service representative in writing.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will collect protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information.
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased.
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services.
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review; therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	**D**	Poor
A & A-	Excellent	**E**	Under Regulatory Supervision
B++ & B+	Good	**F**	In Liquidation
B & B-	Fair	**S**	Rating Suspended
C++ & C+	Marginal	**NR**	Not Rated

FINANCIAL SIZE CATEGORY
(In $ Thousands)

Class I	Less than	to	1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000

Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data
NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable
NR-4 Company Request
NR-5 Not Formally Followed

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

....CASH ON EFFECTIVE DATE
....PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
....INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the envelope provided. Otherwise, all payments will be applied to your oldest balance or left unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

Premium Summary

Coverage	Term	Carrier	AM Best Rating	Admitted or Non-Admitted	Proposed Term Premium
Worker's Compensation	2026-2027	SummitPoint Insurance Company	A	Admitted	$271,461
Risk Control Services/Fee Agreement	2026-2027	USI Insurance Services, LLC	N/A	N/A	$50,000
TOTAL ESTIMATED ANNUAL PREMIUM					**$321461**

Binding Requirements:

- USI's "Client Authorization to Bind" signed by the insured.
- Premium Deposit - Please see Deposit Information on the next page
- Signed Large Deductible Program Plan Agreement

All documents requiring a signature must be signed by an authorized representative of the Insured.

Payment Terms:

Encova- 11 Installment payments to Encova Insurance. The 1st installment of $41,107.00is due on 3/31/2025.

Bill Date	Amount Due
03/31/2026	$40,719.00
05/21/2026	$23,074.00
06/20/2026	$23,074.00
07/21/2026	$23,074.00
08/20/2026	$23,074.00
09/20/2026	$23,074.00
10/21/2026	$23,074.00
11/20/2026	$23,074.00
12/21/2026	$23,074.00
01/20/2027	$23,074.00
02/20/2027	$23,076.00

USI - Quarterly installment payments to USI Insurance Services, LLC. 1st Installment payment of $12,500 is due on 3/31/2025.

Bill Date	Amount Due
03/31/2026	$12,500.00
07/31/2026	$12,500.00
10/31/2026	$12,500.00
01/31/2027	$12,500.00

Note:
In evaluating your exposure to loss, we have been dependent upon the information provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated February 20, 2026, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

Client Signature Date Signed

City of Charleston

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

City of Charleston

Outstanding Liability Analysis

Prepared by USI Insurance Services

Report Valued as of 1/31/2026
Losses Valued as of 1/31/2026

All loss analysis and analytics are provided to assist in the evaluation of insurance programs. Actual loss experience can differ materially. No assurance can be given that actual loss liabilities will not ultimately exceed the estimates contained herein. In our judgment, we have employed techniques and assumptions that are appropriate, and the indications presented herein are reasonable, given the information currently available. The accuracy of our results is dependent on the accuracy and completeness of the historical data and other quantitative and qualitative information supplied by the client. USI Insurance Services shall not have any liability to the client or any third party related to or resulting from the client's use of this loss analysis. USI Insurance Services does not guarantee its accuracy nor assume or warrant any responsibilities regarding decisions or actions that are based upon the use of this tool.

City of Charleston

Report Valued as of 1/31/2026

Using Data Valued as of 1/31/2026

Table of Contents:

City of Charleston

Outstanding Liability Summary - All Lines

Report Valued as of 1/31/2026 Using Data Valued as of 1/31/2026

A	B	C	D	E	F	G (D - E)	H (F - D)	I	J	K
Coverage	# of Claims	# Open	Limited Incurred	Limited Paid	Selected Ultimate Loss (Ltd to Agg)	Limited Case Reserves (Ltd to Agg)	IBNR (Ltd to Agg)	Estimated Losses Paid Until 1/31/2026	Outstanding Liabilities as of 01/31/26 incl LCF	Outstanding Liabilities Discounted @ 3.00%
Workers' Compensation	284	15	1,017,866	822,347	1,135,271	195,519	117,406	-	344,218	319,393
All Lines	**284**	**15**	**1,017,866**	**822,347**	**1,135,271**	**195,519**	**117,406**	**-**	**344,218**	**319,393**

Report Valued as of 3/31/2025 Using Data Valued as of 1/31/2025

A	B	C	D	E	F	G (D - E)	H (F - D)	I	J	K
Coverage	# of Claims	# Open	Limited Incurred	Limited Paid	Selected Ultimate Loss	Limited Case Reserves	IBNR	Estimated Losses Paid Until 3/31/2025	Outstanding Liabilities as of 3/31/2025	Outstanding Liabilities Discounted @ 3.00%
Workers' Compensation	140	10	717,039	334,907	785,079	382,131	68,040	-	495,188	458,249
All Lines	**140**	**10**	**717,039**	**334,907**	**785,079**	**382,131**	**68,040**	**-**	**495,188**	**458,249**

Increase (Decrease) Since Prior Report

A	B	C	D	E	F	G	H	I	J	K
Coverage	# of Claims	# Open	Limited Incurred	Limited Paid	Selected Ultimate Loss	Limited Case Reserves	IBNR	Estimated Losses Paid Until Report Date	Outstanding Liabilities	Outstanding Liabilities Discounted
Workers' Compensation	144	5	300,827	487,440	350,192	(186,612)	49,366	-	(150,971)	(138,856)
All Lines	**144**	**5**	**300,827**	**487,440**	**350,192**	**(186,612)**	**49,366**	**-**	**(150,971)**	**(138,856)**

City of Charleston

Workers' Compensation Outstanding Liability Summary

A	B	C	D	E	F	G	H	I	J	K (H - I)	L (J - H)	M	N (K+L-M) x E	O
Policy Period	Valuation Date of Losses	Deductible/ Retention	Aggregate	LCF	# of Claims	# Open	Limited Incurred Losses	Limited Paid Losses	Selected Ultimate Loss (Ltd to Agg)	Limited Case Reserves (Ltd to Agg)	IBNR (Ltd to Agg)	Estimated Losses Paid Until 1/31/2026	Outstanding Liabilities as of 01/31/26 incl LCF	Outstanding Liabilities Discounted @ 3.00%
3/31/23 - 3/31/24	1/31/2026	300,000	1,000,000	1.100	72	-	288,886	288,886	343,000	-	54,114	-	59,525	54,645
3/31/24 - 3/31/25	1/31/2026	300,000	1,000,000	1.100	110	2	419,481	392,985	441,000	26,497	21,519	-	52,818	48,926
3/31/25 - 3/31/26	1/31/2026	300,000	1,000,000	1.100	102	13	309,498	140,476	419,000	169,022	109,502	-	306,376	285,166
3/31/26 - 3/31/27	1/31/2026	300,000	1,000,000	1.100	-	-	-	-	432,000	-	432,000	-	475,200	437,409
Total					**284**	**15**	**1,017,866**	**822,347**	**1,635,000**	**195,519**	**617,135**	**-**	**893,919**	**826,147**

Liabilities have been adjusted to account for the LCF.

Workers' Compensation Outstanding Liabilities Pro-Rated to Valuation Date of the Report

3/31/25 - 1/31/26	1/31/2026	300,000	1,000,000	1.100	102	13	309,498	140,476	351,271	169,022	41,773	-	231,875	215,822
3/31/26 - 1/31/26	1/31/2026	300,000	1,000,000	1.100	-	-	-	-	N/A	-	N/A	-	N/A	N/A
Total					**284**	**15**	**1,017,866**	**822,347**	**1,135,271**	**195,519**	**117,406**	**-**	**344,218**	**319,393**

City of Charleston

Workers' Compensation Estimated Payout Tables

Annual Amount Paid of Outstanding Liability by Policy Period Over 12 Month Increments												
Policy Period	Undiscounted Required Reserves as of 1/31/2026	Reserves Discounted @ 3.00%	0 - 12	12 - 24	24 - 36	36 - 48	48 - 60	60 - 72	72 - 84	84 - 96	96 - 108	108 - 120	120+
3/31/23 - 3/31/24	59,525	54,645	19,048	11,494	7,579	5,132	3,799	2,730	2,340	2,078	1,631	1,326	2,367
3/31/24 - 3/31/25	52,818	48,926	19,690	10,601	6,397	4,218	2,856	2,114	1,519	1,302	1,157	908	2,056
3/31/25 - 3/31/26	306,376	285,166	112,095	72,427	38,993	23,530	15,516	10,505	7,777	5,588	4,791	4,255	10,901
3/31/26 - 3/31/27	475,200	437,409	97,977	138,016	89,176	48,010	28,971	19,104	12,935	9,575	6,880	5,898	18,660
Total	**893,919**	**826,147**	**248,810**	**232,538**	**142,145**	**80,890**	**51,141**	**34,453**	**24,571**	**18,544**	**14,459**	**12,387**	**33,983**
Pro-Rated Total	**344,218**	**319,393**	**123,575**	**76,910**	**43,487**	**27,158**	**18,398**	**12,795**	**9,745**	**7,610**	**6,414**	**5,454**	**12,673**

City of Charleston

Workers' Compensation Comparison to Prior Report

	Report Valued as of 1/31/26						Report Valued as of 3/31/25 Using Losses as of 1/1/25						Increase (Decrease) Since Last Report					
Policy Start Date	# of Claims	# of Open	Limited Incurred	Limited Paid	Selected Ultimate Loss (Ltd to Agg)	Outstanding Liabilities as of 01/31/26 incl LCF	# of Claims	# of Open	Limited Incurred	Limited Paid	Selected Ultimate Loss (Ltd to Agg)	Outstanding Liabilities as of 03/31/25	# of Claims	# of Open	Limited Incurred (Ltd to Agg)	Limited Paid (Ltd to Agg)	Selected Ultimate Loss (Ltd to Agg)	Outstanding Liabilities
3/31/2023	72	-	288,886	288,886	343,000	59,525	72	3	341,329	230,418	438,000	228,339	-	(3)	(52,442)	58,468	(95,000)	(168,814)
3/31/2024	110	2	419,481	392,985	441,000	52,818	68	7	375,710	104,489	459,000	389,962	42	(5)	43,771	288,496	(18,000)	(337,145)
3/31/2025	102	13	309,498	140,476	419,000	306,376	-	-	-	-	476,000	523,600	102	13	309,498	140,476	(57,000)	(217,224)
3/31/2026	-	-	-	-	432,000	475,200	-	-	-	-	-	-	-	-	-	-	432,000	475,200
Total	284	15	1,017,866	822,347	1,635,000	893,919	140	10	717,039	334,907	1,373,000	1,141,901	144	5	300,827	487,440	262,000	(247,982)

Totals Adjusted for Pro-Rata Years

3/31/2024	110	2	419,481	392,985	441,000	52,818	68	7	375,710	104,489	387,156	310,934	42	(5)	43,771	288,496	53,844	(258,116)
3/31/2025	102	13	309,498	140,476	351,271	231,875							102	13	309,498	140,476	351,271	231,875
3/31/2026	-	-	-	-	N/A	N/A							-	-	-	-	-	-
Total	284	15	1,017,866	822,347	1,135,271	344,218	140	10	717,039	334,907	825,156	539,273	144	5	300,827	487,440	310,115	(195,055)

City of Charleston

Actual vs Expected Change: 01/01/25 to 01/31/26

Workers' Compensation Incurred Change Analysis

A	B	C	D	E	F	G	H	I	J (H / G)
Policy Start Date	Prior Limited Ultimate	Prior Limited Incurred	Current Limited Incurred	Prior Expected % Incurred	Current Expected % Incurred	Expected Incurred Change	Actual Incurred Change	Actual minus Expected $'s	Actual/Expected
3/31/2023	438,000	341,329	288,886	73.96%	84.32%	38,440	(52,442)	(90,882)	-136.4%
3/31/2024	459,000	375,710	419,481	43.10%	75.30%	47,134	43,771	(3,363)	92.9%
3/31/2025	476,000	-	309,498	0.00%	47.89%	227,969	309,498	81,529	135.8%
3/31/2026	-	-	-	0.00%	0.00%	-	-	-	0.0%
Total	1,373,000	717,039	1,017,866			313,543	300,827	(12,716)	95.9%

Workers' Compensation Paid Change Analysis

A	B	C	D	E	F	G	H	I	J (H / G)
Policy Start Date	Prior Limited Ultimate	Prior Limited Paid	Current Limited Paid	Prior Expected % Paid	Current Expected % Paid	Expected Paid Change	Actual Paid Change	Actual minus Expected $'s	Actual/Expected
3/31/2023	438,000	230,418	288,886	42.72%	62.15%	70,423	58,468	(11,955)	83.0%
3/31/2024	459,000	104,489	392,985	16.73%	45.11%	120,805	288,496	167,691	238.8%
3/31/2025	476,000	-	140,476	0.00%	18.73%	89,139	140,476	51,337	157.6%
3/31/2026	-	-	-	0.00%	0.00%	-	-	-	0.0%
Total	1,373,000	334,907	822,347			280,367	487,440	207,073	173.9%

City of Charleston

Workers' Compensation Ultimate Loss Selections - Losses Limited to Historical Deductible per Occurrence

A	B	C	D	E	F	G	H	I	J	K	L	M	N
							(C x E)	(D x F)	((C-D) x G + D)	(M x (1-1/E) + C)	(M x (1-1/F) + D)		
Policy Start Date	Deductible/ Retention	Limited Incurred	Limited Paid	Incurred ldf	Paid ldf	Case Reserve ldf	Incurred Method Ultimate Loss	Paid Method Ultimate Loss	Case Reserve Method Ultimate Loss	BF Incurred Method Ultimate Loss	BF Paid Method Ultimate Loss	Expected Loss	Selected Ultimate Loss
3/31/2023	300,000	288,886	288,886	1.186	1.609	1.708	342,619	464,818	288,886				343,000
3/31/2024	300,000	419,481	392,985	1.328	2.217	1.818	540,292	642,407	441,155				441,000
3/31/2025	300,000	309,498	140,476	2.088	5.340	2.787	646,232	750,141	611,468	527,827	481,011	419,000	419,000
3/31/2026	300,000	-	-	N/A	N/A	1.000	N/A	N/A	N/A	N/A	N/A	432,000	432,000
		1,017,866	822,347				1,529,143	1,857,366	1,341,509	527,827	481,011	851,000	1,635,000

*Large losses have not been developed beyond the deductible.
*Expected Losses are forecasted based on historical loss rates.

USI

City of Charleston

Workers' Compensation Loss Forecast - Losses Limited to $300,000 per Occurrence

A	B	C	D	E	F	G	H (F / G)
Policy Start Date	# of Claims	Limited Incurred	Limited Paid	Selected Ultimate Loss	Inflated Ultimate Loss	Inflated Payroll (00's)	Severity Loss Rate
3/31/2023	72	288,886	288,886	343,000	390,402	460,594	0.848
3/31/2024	110	419,481	392,985	441,000	478,408	460,686	1.038
3/31/2025	102	309,498	140,476	419,000	435,928	462,007	0.944

All Years Wtd Avg:	0.943
5 Year Wtd Avg:	NA
3 Year Wtd Avg:	NA
All Yrs Excl H/L Straight Avg:	#DIV/0!
Selected Loss Rate:	**0.943**
	X
3/31/26 Proj. Payroll (00's)	458,288
3/31/26 Projected Losses:	**432,000**
Using Lowest Historical Rate:	**388,000**
Using Highest Historical Rate:	**476,000**

Loss Rate Selection: There were no significant underlying trends to warrant deviating from the all year average loss rate.

Losses are valued as of 1/31/2026.

*The 3/31/2025 policy year is based on forecast and has been excluded from the Severity Averages.

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City of Charleston

Workers' Compensation Losses Equal to or Above $25,000 Since 03/31/23

(also includes other losses with incurred change >= +/- $25,000 since prior report)

(also includes smaller open claims with a date of loss prior to 03/31/24)

Policy Start Date	Claim Identifier	Net Paid	Net Reserves	Net Incurred	Prior Incurred	Incurred Variance
3/31/2023	2023014373	101,995	0	101,995	135,566	(33,571)
3/31/2023	2024007306	42,777	0	42,777	34,611	8,166
3/31/2023	2023016780	35,035	0	35,035	35,029	6
3/31/2023	2024005930	26,283	0	26,283	44,866	(18,583)
3/31/2024	2024018164	238,539	0	238,539	248,763	(10,224)
3/31/2024	2025001422	20,988	25,177	46,165	-	46,165
3/31/2024	2024009203	36,133	0	36,133	42,001	(5,867)
3/31/2025	2025019182	29,023	67,227	96,250	-	96,250
3/31/2025	2025013762	39,401	23,689	63,089	-	63,089
3/31/2025	2025024853	9,012	37,336	46,348	-	46,348

City of Charleston

Encova Collateral Analysis Valued as of 1/31/2026

Workers' Compensation

A	B	C	D	E	F (D - E)
Policy Start Date	Deductible	Limited Incurred	Selected Ultimate Loss	Limited Paid	Collateral Need (includes LCF)
3/31/2023	300,000	288,886	343,000	288,886	59,525
3/31/2024	300,000	419,481	441,000	392,985	52,817
3/31/2025	300,000	309,498	419,000	140,476	306,377
3/31/2026	300,000	-	432,000	-	475,200
Workers' Compensation Totals		1,017,866	1,635,000	822,347	893,919
Grand Totals		1,017,866	1,635,000	822,347	893,919

Calculations are subject to change based on the financial condition of the company.

Current Collateral Held:	780,000
Estimated Paids Until Adjustment:	(23,328)

	Projected Additional	Total Required
	90,591	870,591
With 10% Credit Discount of $ 87,059:	3,532	783,532
With 15% Credit Discount of $ 130,589:	(39,998)	740,002
With 20% Credit Discount of $ 174,118:	(83,527)	696,473

CLIENT SERVICE & FEE AGREEMENT

This Client Service Agreement ("Agreement") is made and entered into this 31 day of March 2026 ("Effective Date"), by and between USI Insurance Services LLC ("USI"), and City of Charleston ("Client").

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Client agrees to retain USI as its Broker of Record:

Liability and Workers' Compensation

2. SERVICES

2.1 Client Services: USI agrees to provide to Client the following insurance brokerage services:

Risk Management

- Conduct client meetings to understand and strategize risk management objectives
- Complete risk identification, risk assessment, risk program design, and implementation of risk management program
- Conduct exposure analysis
- Analyze current insurance program and make recommendations for program enhancements
- Discuss coverage and marketing strategy

Ongoing

- Develop a service calendar of agreed to touch point meetings during the term
- Negotiate coverage terms, premiums and the placement of coverages with insurers
- Oversee the quality and success in the delivery of all USI services
- Provide day-to-day consulting on servicing of insurance
- Monitor the market place for any new trends, product development and additional markets, which may offer enhancements to program
- Review contracts related to insurance requirements
- Review insurance policies for conformity with the insurer's proposals and obtain necessary revisions

- Review the accuracy of each binder, certificate, endorsement, premium audit and other documents received from the insurers, and obtain necessary revisions
- Obtain from the insurers and promptly deliver to Client the requested insurance policies, endorsements and related documentation within the timeframes of our service level agreement
- Prepare certificates of insurance as requested by Client and as appropriate
- Monitor the financial strength of the insurer(s) providing Client's coverages, and inform Client in the event that the A.M. Best rating of such insurer(s) is reduced below "A-"
- Assist Client in developing and maintaining the underwriting-related information required to obtain insurance coverage, relying on the information provided by Client on the understanding that Client shall be responsible for the accuracy of such information

Claims services

- Provide detailed loss data to Client n a periodic basis, based on data from the insurers
- Analyze Client's loss data to determine trends in causes and frequency, and provide the data analysis to Client on a periodic basis
- Monitor the claims services provided by Client's insurer(s), including assistance with claims submissions interpretation of insurance policies
- Attend claims review meetings convened by Client's insurer(s), as requested by Client
- Analyze reserve amounts allocated for claims, by insurers and notify Client as to increases
- Monitor problematic claims regularly and advocate for Client
- Conduct loss control surveys at Client's facilities as agreed, in writing, by Client and USI

2.2 Risk Management Services: USI agrees to provide to Client the following insurance brokerage services:

Risk Management

- **List of Risk Control Services**
  USI consultants' partner with our clients to identify, target, and correct specific ergonomics issues and concerns. USI incorporates both engineering and administrative controls to reduce workplace risk factors and increase overall productivity. USI assists our Client by designing and re-designing projects to create work areas that are best suited to the staff and work processes. USI also offers a variety of training programs to educate the workforce on ergonomic principles and human factors, combining lecture and hands-on activities to maximize adult learning and retention. USI's philosophy is to use basic ergonomic principles to reduce injury, improve the overall work processes, and increase productivity. Programs are designed to sustain the improvements made after the consulting project has ended.

- **Injury Prevention**
  USI's process is to first identify the primary causes of injury and the areas in which they occur. USI targets those high frequency areas and develops customized solutions to best address and mitigate losses. USI's expertise lies in creating programs tailored to our Client's specific concerns using existing protocols and employee and management

involvement to ensure that our programs are fully integrated into the existing culture and environment. USI can create customized programs addressing areas such as machine guarding, lockout/tagout, hazard communications, NFPA 101 Life Safety, manual materials handling, behavior-based safety and preventing slips, trips and falls.

- **Safety Management**
  USI's casualty specialists can provide a comprehensive examination of the Client's operational exposures. This evaluation can reveal the strengths and weaknesses of existing safety programs, management systems, and operational controls. USI will work with the Client's management team to develop and implement solutions to reduce risk.

- **Training and Education**
  Safe work practices are the key to success of any loss prevention program. Job safety education has been shown to increase not only safety performance, but quality and productivity as well. USI has developed management – and employee – oriented safety programs for many specific industries. USI maintains a technical resource library of the latest codes and applicable standards.

- **Fleet Safety**
  USI Insurance Services Fleet Services provides Clients with expertise in Department of Transportation (DOT) regulations and transportation best practices. USI consultants provide up-to-date information on state and federal regulations, provide driver training to comply with those regulations, and create customized policies specific to the Client's business. USI's goal is to provide clients and their drivers with the training and information necessary to enhance overall vehicle safety and ensure regulatory compliance.

- **Property Protection Consulting**
  USI assists our Clients in evaluating risk to their assets and determining loss scenarios to better enable them to protect and adequately insure their assets. Services include benchmarking, analyzing loss experiences, cost-benefit analysis, plan review, code dispute, and loss investigations. USI conducts interdependency studies and supply chain exposures to contingent business interruption exposures to determine vulnerabilities and solutions.

  USI consultants can help the Client systematically identify critical business functions, prioritize their impact on the business, and develop cost-effective recovery strategies to minimize disruptions to these operations. Our plans address seasonal issues, supply chain, vendor and Client agreements, as well as communication protocols. USI can also assist Clients with plan maintenance and facilitate testing exercises. USI Business Continuity Practice Group is comprised of certified consultants with specific expertise in operational recovery, disaster recovery, emergency response, and crisis management.

- **Safety Management Seminars**
  USI's Loss Control Consultants (who average more than 20 years' experience) can conduct high insightful and timely seminars with managers and supervisors as our target audience. Two of our senior consultants hold teaching degrees and also have Federal Certifications as Training Instructors. USI has developed a number of seminar topics exclusively for municipality entities. USI will travel to the Client's location, provide our own audio/visual equipment and furnish all instructional materials. Depending on the topic, these seminars are usually from one to three hours in length and involve active

audience participation. With adequate advance notice, these seminars can be customized to a specific target audience. Note: these seminars are proprietary in nature and the intellectual property of USI Insurance Services.

In respect to all Loss Control and Engineering services described above, USI does not offer any warranty, either express or implied, that such services shall result in either monetary savings or claim payments by insurers to Client. In addition, Client acknowledges that USI, in performing a Loss Control analysis, cannot identify or detect every possible hazard, risk or legal violation that may be present in Client's operation or premises.

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement or amendment.

3. COMPENSATION

USI will be compensated for the services through payment of a fee by Client to USI as outlined in this Agreement. The Annual fee will be $50,000.00 to be invoiced quarterly:

03/31/2026	$12,500.00
07/31/2026	$12,500.00
10/31/2026	$12,500.00
01/31/2027	$12,500.00

Invoices are due upon receipt.

Contingent, supplemental, or bonus commissions
It is possible that some of the insurance companies and insurance intermediaries from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company or intermediary for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. At your request, USI will provide you information about the nature and source of such compensation expected to be received by us.

Miscellaneous sources of compensation
In addition to the foregoing, USI may also receive income from the following sources:

- Interest earned on premiums received from you and forwarded to the insurance company through USI's bank accounts
- Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.
- Vendors and / or service providers

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI's compensation as appropriate.

In the absence of any mutual agreement in writing, USI shall be entitled to commission on any additional coverage added during the term.

4. BROKERAGE INTERMEDIARIES

USI may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of Client insurance coverages, when in USI's professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with USI. The compensation of such intermediaries is not included in USI's compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to USI's affiliates will be disclosed to Client prior to binding any coverage on your behalf.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on 03/31/26 and shall terminate One Year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

5.2 Termination. Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 60 days' prior notice to the other. In the event of termination by the Client prior to expiration, USI's "annual" compensation will be deemed earned according to the following schedule:

- 60% at inception
- 75% after four months
- 100% after seven months

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in paragraph 2 above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. SURPLUS LINES & REGULATORY CHANGES

In certain cases, placements that USI makes on Client's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which Client agrees to pay in addition to any compensation set forth above. Such taxes will be identified on marketing results and invoices covering these placements.

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers/administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and service providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

9. MISCELLANEOUS

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on your behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact you and your employees, Client's insurance program, our contemplated engagement and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for Client. Client further represents that USI's use of this information to perform services does not and will not violate any privacy notice or other policy issued by Client or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any insurance program subject to this Agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of West Virginia, without regard to its conflict of laws principles.

12. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

13. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean non-public information revealed by or through a party to this Agreement (a "Disclosing Party") to the other party (a "Receiving Party") including information traditionally recognized as proprietary trade secrets, and all forms and types of financial or business information (including customer information), whether tangible or intangible. Confidential Information shall not include: (a) Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party from a party other than Disclosing Party; or (c) such Confidential Information becomes generally available to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party

Except as may be required by law or legal process, or to provide the services as stated herein (including but not limited to sharing with carrier partners and service providers), the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of written permission received from the Disclosing Party. The Receiving Party further agrees to destroy or return to Disclosing Party all Confidential Information received hereunder upon written request therefore, provided Receiving Party may keep a copy to comply with record retention obligations. Nothing herein shall require either party to delete or destroy Confidential Information in backup archival systems, provided the parties maintain confidentiality for as long as such information is maintained.

In the event that the Receiving Party is requested or required to disclose any Confidential Information, the Receiving Party (if permissible) will provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party. Nonetheless, Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

USI Insurance Services LLC	**City of Charleston**
Signature	Signature
Print Name: James Crouse	Print Name: Benjamin Mishoe
Title: WV CL Practice Leader	Title: City Manager
Date	Date

Resolution No. 26-028

Introduced in Council: March 2, 2026

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 26-028 - Authorizing the Mayor or City Manager to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC, as contained in the attached exhibit, relating to the lease of the baseball stadium located at 601 Morris Street.

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

The Mayor or City Manager is authorized to execute the Stadium License, Lease and Service Agreement First Amendment between the City of Charleston and Charleston Professional Baseball Company, LLC, as contained in the attached exhibit, relating to the lease of the baseball stadium located at 601 Morris Street.

AMENDMENT TO STADIUM LICENSE, LEASE, AND SERVICE AGREEMENT

THIS AMENDMENT TO STADIUM LICENSE, LEASE, AND SERVICE AGREEMENT (this "**Amendment**") is made and entered into as of March ___, 2026 (the "**Effective Date**"), by and between **CITY OF CHARLESTON,** a West Virginia municipal corporation (hereinafter called **"City"),** and **CHARLESTON PROFESSIONAL BASEBALL COMPANY, LLC**, a Kentucky limited liability corporation (hereinafter called **"CPBC").**

WITNESSETH:

WHEREAS, City and CPBC are parties to that certain "Stadium License, Lease and Service Agreement" dated as of May 17, 2021 (the "**Lease**"), pursuant to which City leased to CPBC the Stadium, as such term is defined in the Lease, for use by CPBC's minor league professional baseball team for a term of five years, expiring on May 16, 2026;

WHEREAS, City and CPBC both wish for CPBC to continue its use and occupancy of the Stadium beyond the term of the Lease, and City and CPBC are currently negotiating a new agreement pursuant to which CPBC will use and occupy the Stadium following expiration of the Lease; and

WHEREAS, to facilitate continued good faith negotiation of the new terms on which CPBC will use and occupy the Stadium, and to demonstrate to the Atlantic League of Professional Baseball ("ALPB") that CPBC will maintain its home playing venue at least throughout the 2026 ALPB season, City and CPBC desire to amend the Lease to extend its term through the conclusion of the 2026 ALPB season, and to make other revisions thereto, until a new, long-term arrangement between the parties may take effect.

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and CPBC hereby mutually agree as follows:

1. **Controlling Language; Incorporation of Recitals; Definitions**. Insofar as the specific terms and provisions of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Lease, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Lease shall remain unmodified in full force and effect. The foregoing recitals are hereby incorporated into and made a part of this Amendment. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Lease.

2. **Article III ("Term and Termination")**. The second sentence of Section A of Article III is hereby deleted in its entirety and the following inserted in place thereof:

   "The term of this Agreement shall commence immediately after it has been executed by both Parties and shall terminate on December 31, 2026, unless further agreed upon by the Parties."

3. **Article III ("Term and Termination")**. A new Section D is hereby added to Article III as follows:

"D. CPBC Extension Option. The ALPB creates its game schedule in the Fall prior to the start of a new baseball season. Accordingly, in order for CPBC to meet its obligations as a member club of ALPB, if the Parties have not entered into a long-term arrangement for CPBC's use and occupancy of the Stadium by October 1, 2026, then CPBC shall have the option to extend the term of this Agreement through December 31, 2027, upon written notice to City."

[Signatures On The Following Page]

IN WITNESS WHEREOF, this Amendment has been made between the parties as of the day and year first above written.

CHARLESTON PROFESSIONAL BASEBALL COMPANY, LLC

By:______________________________

Name: Andy Shea
Title: Owner

CITY OF CHARLESTON, WEST VIRGINIA

By:______________________________

Name: Benjamin Mishoe
Title: City Manager

****

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

I, ________________________________, a Notary Public of the County and State aforesaid, do hereby certify that Benjamin Mishoe, personally appeared before me this day and acknowledged that he is the City Manager of the City of Charleston and that the foregoing instrument was signed in its name by its City Manager sealed with its corporate seal, and attested by himself as its City Manager.

Witness my hand and notarial seal, this the _______ day of __________________, 2026.

____
Notary Public

____
Printed Name

My Commission Expires:_________________

STATE OF WEST VIRGINIA
COUNTY OF XX

I, ________________________________, a Notary Public of the County and State aforesaid, do hereby certify that Andy Shea, personally appeared before me this day and acknowledged that he is the Owner of Charleston Professional Baseball Company, LLC.

Witness my hand and notarial seal, this the _______ day of __________________, 2026.

____
Notary Public

____
Printed Name

My Commission Expires:_________________

Resolution No. 26-029

Introduced in Council: Adopted by Council:

March 2, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-029 - Authorizing the Mayor or City Manager to enter into one or more agreements with the Regional Intergovernmental Council ("RIC") to administer various economic and engineering studies for improvements to the Patrick Street Corridor, and to administer the City's Complete Streets Network study for city-wide bicycle planning and infrastructure improvements, wherein the City will agree to provide $100,000.00 in matching funds to the RIC to facilitate a total of $650,000.00 in the various projects as further outlined in the attached Exhibit.

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

The Mayor or City Manager is authorized to enter into one or more agreements with the Regional Intergovernmental Council ("RIC") to administer various economic and engineering studies for improvements to the Patrick Street Corridor, and to administer the City's Complete Streets Network study for city-wide bicycle planning and infrastructure improvements, wherein the City will agree to provide $100,000.00 in matching funds to the RIC to facilitate a total of $650,000.00 in the various projects as further outlined in the attached Exhibit.

Patrick Street Partnership: Integrated Planning Program

City of Charleston & Regional Intergovernmental Council (RIC)

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1. Program Overview

The Patrick Street Partnership is a coordinated, multi-phase planning initiative focused on improving transportation safety, multimodal connectivity, and long-term development outcomes along the Patrick Street corridor and surrounding North Charleston area.

The program is intentionally structured as three integrated but distinct planning efforts. This approach allows each study to be funded through the most appropriate federal planning program while maintaining a unified vision, shared technical foundation, and clear implementation pathway.

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2. Program Goals

- Improve safety and functionality of the Patrick Street corridor for all users
- Strengthen bicycle and pedestrian connections between downtown Charleston and North Charleston
- Align transportation investments with adopted land use and development goals
- Coordinate planning with anticipated Patrick Street Bridge replacement
- Position the City and region for future state and federal implementation funding

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3. Project #1: Patrick Street Area Road Realignment Study

Funding: $300,000 – Surface Transportation Block Grant (STBG – Planning)

Local Match: - City of Charleston: 20% - Federal share: 80%

Purpose

Evaluate existing roadway conditions and develop planning-level recommendations for realigning and reconfiguring streets along the Patrick Street corridor to improve safety, operations, and multimodal accommodation.

Key Elements

- Existing conditions review, including roadway layouts, traffic volumes, and safety performance

- Crash analysis with emphasis on vulnerable road users
- Review of prior studies by RIC, WVDOH, the City of Charleston, and other relevant partners
- Review of the WVDOH Vulnerable Road User (VRU) Safety Study
- Evaluation of opportunities to return select one-way street segments to two-way operation
- Development of conceptual street layouts and safety-focused recommendations
- Integration of bicycle and pedestrian recommendations from related planning efforts
- Follow-up refinement based on Patrick Street Bridge replacement concepts and related land use planning

Outcome

A coordinated set of planning-level roadway recommendations to guide future design, funding, and implementation decisions.

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4. Project #2: Patrick Street Bike and Pedestrian Study

Funding: $125,000 – Carbon Reduction Program (CRP)

Local Match: - City of Charleston: 20% - Federal share: 80%

Coordination Note: This study will be conducted in close coordination with the Road Realignment Study and may be bundled under a single consultant contract, with costs invoiced separately by funding source.

Purpose

Identify implementable strategies to extend the Kanawha Boulevard bike path to key North Charleston destinations and improve bicycle and pedestrian safety when crossing the Patrick Street Bridge and Norfolk Southern railroad corridor.

Key Elements

- Assessment of existing bicycle and pedestrian conditions and constraints
- Evaluation of options to extend active transportation connections to:
  - North Charleston Community Center
  - Orchard Manor housing development
- Analysis of safe bicycle and pedestrian crossing alternatives at:
  - Patrick Street Bridge
  - Norfolk Southern railroad corridor
- Emphasis on practical, on-street and innovative solutions where appropriate

- Follow-up refinement based on bridge replacement concepts and land use development opportunities

Outcome

A set of feasible, safety-focused bicycle and pedestrian recommendations that support Carbon Reduction Program goals and future capital investment.

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5. Project #3: Patrick Street Land Use and Development Improvement Study

Funding: $100,000 – RIC Metropolitan Planning (PL) Funds

Local / State Match: - City of Charleston: 10% - WVDOH MPO PL support: 10% - Federal share: 80%

Anticipated Start: FY 2028 (July 1, 2027)

Purpose

Translate transportation recommendations into a coordinated land use and development framework that supports community goals and guides future growth along the Patrick Street corridor and surrounding North Charleston area.

Key Elements

- Review of the Charleston Comprehensive Plan and other relevant land use, redevelopment, and corridor plans
- Incorporation of community and public outreach input from the transportation studies
- Identification of reinvestment, redevelopment, and infill opportunity areas
- Alignment of land use concepts with roadway, bicycle, pedestrian, and bridge recommendations
- Identification of transportation needs and coordination strategies to support desired development patterns

Outcome

A policy-level framework to help the City proactively manage growth and align transportation investments with long-term community objectives.

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6. Project Administration and Coordination

Total Set-Aside: $25,000 (across all projects)

- Joint RIC and City of Charleston staff project administration and management
- Covers consultant coordination, interagency review, reporting, and funding compliance
- Ensures consistency and alignment across roadway, active transportation, and land use planning efforts

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7. Addendum: Complete Streets Network Expansion Planning

Funding: $100,000 – RIC Metropolitan Planning (PL) Funds

Local / State Match: - City of Charleston: 0% - Federal share: 100%

Anticipated Start: FY 2027 (July 1, 2026)

As part of the City of Charleston's provision of local match for the Patrick Street Partnership, the Regional Intergovernmental Council (RIC), in close coordination with the City, will conduct an additional planning effort focused on expanding the City's Complete Streets network.

This planning effort will: - Build on and extend existing investments in the Capital Connector and West Side Boulevard bicycle lanes - Identify opportunities to improve and develop new connectivity between existing bicycle, pedestrian, and multimodal facilities - Support the development of a more continuous, citywide Complete Streets network, including expanded bicycle and pedestrian accessibility - Reinforce long-term safety, accessibility, and mobility goals consistent with adopted City and regional plans

This work will be conducted as a coordinated planning activity alongside the Patrick Street studies to ensure corridor-level investments align with broader citywide multimodal objectives.

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8. Program Summary

The Patrick Street Partnership represents a strategic, fiscally responsible approach to corridor planning that integrates roadway operations, active transportation, and land use planning. By aligning funding sources, coordinating study scopes, and leveraging local match commitments, the City of Charleston and RIC are positioning the Patrick Street corridor for successful future implementation and investment.