



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, August 3, 2026
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

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

I. DISCUSSION:

- a. Approval of previous minutes 7-20-2026

II. RESOLUTIONS:

- a. Resolution No. 26-092 - Authorizing the Mayor or City Manager to purchase 44 SCBA safety cylinder and valve assemblies from Atlantic Emergency Solutions to replace expired cylinders.
- b. Resolution No. 26-093 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with West Virginia Division of Highways for paving Oakwood Road where the City and DOH will share equally in the total cost of the paving project.
- c. Resolution No. 26-094 - Authorizing the Mayor or City Manager to purchase an annual renewal of the Charleston Police Department's record management software from TriTech Software Systems.
- d. Resolution No. 26-095 - Authorizing the Mayor or City Manager to purchase a new Pierce Enforcer ladder truck for the Charleston Fire Department from Atlantic Emergency Solutions.
- e. Resolution No. 26-096 - Authorizing approval of Amendment No. 1 of the FY 2026-2027 Coal Severance Budget.

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

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., JULY 20, 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., July 20, 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
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson
Shawn Taylor

Absent:

Other Councilmembers present:

Frank Annie
Emmett Pepper
Chelsea Steelhammer
Harper Gardner
Joe Solomon
Beth Kerns

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the July 6, 2026 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

I. RESOLUTIONS:

- a. Resolution No. 26-085 – Authorizing approval of Amendment No. 1 of the FY 2026-2027 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 1 of the FY 2026-2027 General Fund Budget as indicated on the attached list of accounts is approved.

Finance Director Andy Wood added that the amendment will roll over certain balances that were restricted or not spendable due to various reasons as well as funds for items that have been earmarked but not yet spent that includes the bike study and equipment.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-085 approved.

- b. Resolution No. 26-086 – Authorizing the Mayor or City Manager to approve and execute multiple Change Orders collectively referred to as Cumulative Change Order No. 3, relating to the Charleston Fire Department station renovation project in the total amount of \$60,285.40 to address multiple changes due to unforeseen conditions discovered during the course of the project.

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

That the Mayor or City Manager is authorized to approve and execute multiple Change Orders collectively referred to as Cumulative Change Order No. 3, relating to the Charleston Fire Department station renovation project in the total amount of \$60,285.40 to address multiple changes due to unforeseen conditions discovered during the course of the project. The pricing details related to Cumulative Change Order No. 3 are indicated in Exhibit A. The new total contract price approved is \$4,352,070.74.

City Manager Ben Mishoe added that they decided not to proceed with a renovation from a previous change order. The proposed change order includes issues with the sub-floor at Station #5, Station #1 ductwork and waterproofing at Station #1.

Councilmember Robinson suggested that the lot on the corner of 50th street for the use of Station #6 would get rid of two eyesores.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-086 approved.

- c. Resolution No. 26-087 – Authorizing the Mayor or City Manager to enter into one or more agreements with the Regional Intergovernmental Council (“RIC”) and the west Virginia Division of Highways in substantially the same form as the attached Exhibit, to administer various grant funds related to a lighting improvement project in the downtown Business Improvement District (“BID”), and authorizing a related MOU between the City, CURA, and the BID for the same. Per the Agreements, the City will receive \$252,000 of funding from the WV DOH via the RIC, while CURA and the BID will provide the remaining funding including any necessary fiscal match.

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”) and the west Virginia Division of Highways in substantially the same form as the attached Exhibit, to administer various grant funds related to a lighting improvement project in the downtown Business Improvement District (“BID”), and authorizing a related MOU between the City, CURA, and the BID for the same. Per the Agreements, the City will receive \$252,000 of funding from the WV DOH via the RIC, while CURA and the BID will provide the remaining funding including any necessary fiscal match.

City Manager Ben Mishoe added that the resolution will allow the City to work with RIC and DOH to provide funding for lighting improvements within the Business Improvement District. The City is not providing funds directly, but will be acting as the fiscal agents for the funds.

From the audience, Councilmember Pepper confirmed with Mishoe that a completed design is ready to be put out to bid. Susie Salisbury added that the lights will have electrical boxes to use for special event lighting.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-087 approved.

- d. Resolution No. 26-088 – Authorizing the Mayor or City Manager to enter into one or more agreements with the Regional Intergovernmental Council (“RIC”) and the west Virginia Division of Highways in substantially the same form as the attached Exhibit, to receive and administer \$2,000,000 of funding related to a sidewalk improvement design and construction project, where the City’s matching funds will total \$500,000 as approved by Resolution No. 924-24 on February 5, 2024.

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”) and the west Virginia Division of Highways in substantially the same form as the attached Exhibit, to receive and administer \$2,000,000 of funding related to a sidewalk improvement design and construction project, where the City’s matching funds will total \$500,000 as approved by Resolution No. 924-24 on February 5, 2024.

City Manager Ben Mishoe added that funding requires a 3-way agreement.

Councilmember Jenkins confirmed with Mishoe that specific sidewalks have been identified by the City as being the most in need. Mishoe added that the design work is likely to be 6-10% of the budget, but that cannot be verified until bids are received.

From the audience, Councilmember Solomon wanted to confirm the sidewalks were all on/adjacent to public properties. Mishoe replied that the locations were both adjacent to public and private properties. While property owners are responsible for the adjacent sidewalk, specific private areas were chosen as they were deemed to be highly trafficked areas.

From the audience, Councilmember Pepper confirmed with Chief of Staff Matt Sutton that the focus for choosing the areas was major walking areas to improve public safety. From the audience, Councilmember Solomon added that he would like to work to develop plans to utilize funds to improve sidewalks in other neighborhoods.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-088 approved.

- e. Resolution No. 26-089 – Authorizing the Mayor or City Manager to enter into one or more agreements with the Regional Intergovernmental Council (“RIC”) and the west Virginia Division of Highways in substantially the same form as the attached Exhibit, to receive and administer \$1,139,200 of funding for the paving of approximately 4.6 miles of City Streets designated as Federal Aid Non-State routes (“FANS Routes”), and approving the City’s 20% matching funds of \$284,800.

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”) and the west Virginia Division of Highways in substantially the same form as the attached Exhibit, to receive and administer \$1,139,200 of funding for the paving of approximately 4.6 miles of City Streets designated as Federal Aid Non-State routes (“FANS Routes”), and approving the City’s 20% matching funds of \$284,800.

City Manager Ben Mishoe added that the roads mentioned are owned by the City but qualify for Federal funding. The required matching funds will come from the Paving Budget.

Councilmember Robinson confirmed with Mishoe that these roads require specific guidelines from the State, so the standard paving contract cannot be used for them.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-089 approved.

- f. Resolution No. 26-090 – Authorizing the Mayor or City Manager to enter into an Agreement with Kanawha-Charleston Humane Association for animal sheltering services. The Agreement is attached hereto as Exhibit A. The Agreement will be in effect for an initial three-year period, starting July 1, 2026, and ending June 30, 2029.

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

That the Mayor or City Manager is authorized to enter into an Agreement with Kanawha-Charleston Humane Association for animal sheltering services. The Agreement is attached hereto as Exhibit A. This Agreement will be in effect for an initial three-year period, starting July 1, 2026, and ending June 30, 2029.

City Manager Ben Mishoe added that all parties have agreed to the terms of the contract.

Councilmember Jenkins confirmed with Mishoe that changes include: the removal of some “mandatory” services such as some requirement with the Charleston Fix’em Clinic and microchips. The TNR program will stay in place. It will also guarantee that there will be availability for cases deemed as emergencies.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-090 approved.

- g. Resolution No. 26-091 – Authorizing the Mayor or City Manager to enter into an MOU with Mountwest Community and Technical College to provide textbooks and three semesters of paramedic training courses for 6 members of the Charleston Fire Department, where the prices are set forth in the MOU and the anticipated total cost is \$37,000.

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

That the Mayor or City Manager is authorized to enter into an MOU with Mountwest Community and Technical College to provide textbooks and three semesters of paramedic training courses for 6 members of the Charleston Fire Department, where the prices are set forth in the MOU and the anticipated total cost is \$37,000.

Councilmember Jenkins confirmed that price was a large factor for why they weren't using the closer Bridge Valley. The City provides transportation to the classes.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the affirmative, Chairperson Jenkins declared Resolution No. 26-091 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 26-092

Introduced in Council:

August 3, 2026

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 26-092 – Authorizing the Mayor or City Manager to purchase forty-four (44) SCBA safety cylinder and valve assemblies from Atlantic Emergency Solutions at \$1,298.00 per unit, with a total amount of \$57,112.00, to replace expired SCBA cylinders, where the price was determined pursuant to a competitively sourced HGAC contract.

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

That the Mayor or City Manager is authorized to purchase forty-four (44) SCBA safety cylinder and valve assemblies from Atlantic Emergency Solutions at \$1,298.00 per unit, with a total amount of \$57,112.00, to replace expired SCBA cylinders, where the price was determined pursuant to a competitively sourced HGAC contract.



CITY OF CHARLESTON
Purchase Request

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.

Date: July 16, 2026

To: CITY MANAGER,

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

44 Scott SCBA cylinder & valve assemblies (30 min)

Purchase justification: _____

To replace expired cylinders.

(purchasing through HGAC contract)

If approved, the total purchase price will be: \$57,112.00

(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.)

1.	<u>Atlantic Emergency Solutions</u>	Price Quote: \$ <u>57,112.00</u>
2.	<u> </u>	Price Quote: \$ <u> </u>
3.	<u> </u>	Price Quote: \$ <u> </u>
4.	<u> </u>	Price Quote: \$ <u> </u>
5.	<u> </u>	Price Quote: \$ <u> </u>

AND

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

OR

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

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

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

(Name & Phone Number) _____

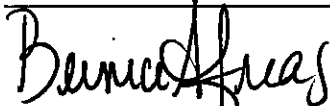
REQUESTOR'S DECLARATION

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



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

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 976C11 645900 Budgeted FY2027

City Manager Approval: _____ Date: _____

Date: 7/9/2026 **Purchase Order #:** _____

Vendor: Atlantic Emergency Solutions V11376 **Phone #:** 800-442-9700

Contact: Jay Parsons **Fax:** _____

Address: 13051 Redwater Dr. Chester VA 23836
(Street, City, State, Zip)



13051 Redwater Drive
 Chester, VA 23836
 (800) 442-9700
equipmentorders@atlanticemergency.com

Quote NO. 93079
 Employee NO. 1141
 CUSTOMER ID 70422
 DATE 07/08/2026
 EXPIRATION DATE 08/07/2026

Bill To Charleston Fire & EMS Department W.V.
 808 Virginia Street West
 Charleston West Virginia 25302
 United States

Ship To Charleston Fire & EMS Department W.V.
 Attn: DEPT TRAINING
 808 VIRGINIA STREET WEST
 Charleston West Virginia 25302
 US

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
Jay Parsons						Freight Not Included
QTY	ITEM #	NAME / VENDOR / DESCRIPTION			UNIT PRICE	LINE TOTAL
44	804721-01	804721-01 / SCOTT SAFETY / 3M Scott Cyl&Valve Assy 804721-01, CGA, 4.5, 30 Min, 1 ea/Case SCOTT 4.5 30 MIN CYL			\$1,298.00	\$57,112.00
					SUBTOTAL	\$57,112.00
					TAX	0.00%
					FREIGHT ESTIMATE	\$0.00
					TOTAL	\$57,112.00

Quote Comments:

THANK YOU FOR YOUR BUSINESS!

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Atlantic Emergency Solutions, Inc. - Public Services - ID: 13422 - EE11-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Atlantic Emergency Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 12351 Randolph Ridge Lane, Manassas, VA 20109.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent 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 or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Nov 01 2024 and ends Oct 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

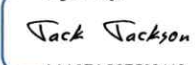
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Atlantic Emergency Solutions, Inc.

Signed by:
Signature 
AAA0EAC3E560410...
Name Jack Jackson
Title CFO
Date 10/24/2024

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 10/24/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Atlantic Emergency Solutions, Inc. - Public Services - ID: 13422

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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 CFR Part 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.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

3. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Categories

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, and distributors of emergency medical, safety, and rescue equipment and supplies, to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program. In order to eliminate crossover and provide the most comprehensive selection of products to our members, HGACBuy is combining the previous EE08-19 Emergency Medical and Rescue Equipment contract and the EP11-20 Emergency Preparedness and Safety Equipment contract. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for equipment, supplies, or materials.

This Solicitation is divided into separate but related product categories. Respondent is advised to offer a wide array, or catalog, of services within each service category listed below. When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Product categories are as follows:

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment,

Request For Proposal #EE11-24

Title: Emergency Medical, Safety, and Rescue Equipment

flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

(Category descriptions are not intended to be exhaustive or all-inclusive, but rather representative of the types of items in this category.)

3.2. [Final Contract Deliverables](#)

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Limited Assignment - Atlantic Emergency Solutions, Inc. - Public Services
- ID: 14424

LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, 3M Company (Contractor) at 3M Center, Bldg. 223-2N-30, St. Paul, MN 55144 and Atlantic Emergency Solutions, Inc., (Assignee) at 12351 Randolph Ridge Lane, Manassas, VA 20109.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE11-24, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 13415 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by all parties to this agreement (the "Effective Date") and ends Oct 31 2028. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

Section 1 Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

Right to sell products/services: Emergency Rescue Equipment

Right to sell products/services in the following geographical area: Maryland, Ohio, Virginia, Washington DC and West Virginia

Right to administer Purchase Orders:

Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

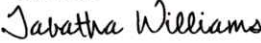
Section 3 Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

Section 4 H-GAC hereby consents to such limited assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by all parties to this Agreement (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC
Signature  DocuSigned by:
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 6/17/2025

3M Company (Contractor)
Signature  Signed by:
371723A8527140E...
Name Tabatha Williams
Title Contract Coordinator
Date 6/4/2025

Atlantic Emergency Solutions, Inc. (Assignee)
Signature  Signed by:
AAA0EAC3E560410...
Name Jack Jackson
Title CFO
Date 6/5/2025

Attachment A
Atlantic Emergency Solutions, Inc.
Emergency Medical, Safety, and Rescue Equipment
Contract No.: EE11-24

Manufacturer	Item Description	HGACBuy Discount
Bullard Helmets	Bullard Price List 01012024	17%
Bullard Thermal Imagers	Bullard Pricing 05012024	11%
Fold Da Tank	FOL-DA-TANK Pricing	17%
Fotokite	2024 Fotokite Price Sheet and Guide	8%
Genesis Rescue Systems	Genesis Master Price List Rev. 24.1	8%
INNOTEX TECH RESCUE	Innotex Picing 011024	12%
Bridgehill Fire Blankets	Bridgehill Fire Blankets Pricing 2024	15%

Response Price List

Respondent:

This completed form must be submitted in its original Excel format (no PDF)

Respondent may add as many lines as is needed and may use supplemental documents (to be noted on this form)

All price lists referenced on this form must be included separately, in their entirety, with Respondent's uploaded offer

All price lists referenced on this form must be included separately, in their entirety, with Respondent's uploaded offer

Effective Date: April 1, 2025

All prices are subject to change.

Revision Date: June 19, 2025

HGAC Contract # EE11-24

3M Stock #	3M Catalog #	Product Form Name	Product Category Level 2	Product Category Level 3	Currency	List Price	H-GAC Price	Effective Date	Price is Per	UOM Description	Min Order Qty
7012474065	804646-01	3M™ Scott™ Reducer Subassembly 804646-01, 1/2" 2216/1500 Psi	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 182.88	\$ 155.45	04/01/2025	1	Each	1
7012474066	804651-01	3M™ Scott™ Alarm Subassembly 804651-01, 1/2" 2.2/4.5 RDL Spare	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 364.61	\$ 309.92	04/01/2025	1	Each	1
7012635150	804678-01	3M™ Scott™ Hose and Socket Assembly 804678-01	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 249.71	\$ 212.25	04/01/2025	1	Each	1
7012635151	804679-01	3M™ Scott™ Hose Plug 804679-01, Non-View (EZAL)	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 174.68	\$ 148.48	04/01/2025	1	Each	1
7012635152	804694-01	3M™ Scott™ Ska-Pak Hose Main 804694-01, EZAL IND C/JN	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 318.29	\$ 270.55	04/01/2025	1	Each	1
7012635153	804694-03	3M™ Scott™ Hose Assembly 804694-03, Quick Connect	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 341.55	\$ 290.32	04/01/2025	1	Each	1
7012635154	804694-04	3M™ Scott™ Hose 804694-04, Quick Connect (EZAL)	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 250.87	\$ 213.24	04/01/2025	1	Each	1
7012635155	804694-05	3M™ Scott™ Quick Disconnect Hose 804694-05, Perfect Coupling	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 295.42	\$ 251.11	04/01/2025	1	Each	1
7012756728	804694-07	3M™ Scott™ Quick Disconnect Hose Assembly 804694-07, Perf Coupling	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 308.69	\$ 262.39	04/01/2025	1	Each	1
7012635086	804707-01	3M™ Scott™ Regulator Cover Assembly 804707-01, Manual Shut Off	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 130.14	\$ 110.62	04/01/2025	1	Each	1
7100291957	804721-01	3M™ Scott™ Cy&Valve Assy 804721-01, CGA, 4.5, 30 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012474078	804721-01-1	3M™ Scott™ Cy&Valve Assy 804721-01-1, CGA, 4.5, 30 Min, No MUSA Logo, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012682397	804721-01-1D	3M™ Scott™ Cy&Valve Assy 804721-01-1D, CGA, 4.5, 30 Min, No MUSA Logo, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012682398	804721-01-1DL	3M™ Scott™ Cy&Valve Assy 804721-01-1DL, CGA, 4.5, 30 Min, No MUSA Logo, ESP, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7100293143	804721-01-D	3M™ Scott™ Cy&Valve Assy 804721-01-D, CGA, 4.5, 30 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012474080	804721-11	3M™ Scott™ Cy&Valve Assy 804721-11, ST7, CGA, 4.5, 30 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,810.99	\$ 1,539.34	04/01/2025	1	Each	1
7012474087	804721-35	3M™ Scott™ Cy&Valve Assy 804721-35, 30 Yr, CGA, 4.5, 30 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,169.37	\$ 1,860.96	04/01/2025	1	Each	1
7012474088	804721-35-D	3M™ Scott™ Cy&Valve Assy 804721-35-D, 30 Yr, CGA, 4.5, 30 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,169.37	\$ 1,860.96	04/01/2025	1	Each	1
7100291410	804721-AA000X	3M™ Scott™ Custom Cy&Valve Assy, 804721-AA000X, CGA, 4.5, 30 Min, Photolum, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,818.96	\$ 1,546.12	04/01/2025	1	Each	1
7012611931	804721-BA000X	3M™ Scott™ Custom Cy&Valve Assy 804721-BA000X, CGA, 4.5, 30 Min, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,781.28	\$ 1,514.09	04/01/2025	1	Each	1
7012613933	804721-BA000X-D	3M™ Scott™ Custom Cy&Valve Assy 804721-BA000X-D, CGA, 4.5, 30 Min, Std Paper, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,781.28	\$ 1,514.09	04/01/2025	1	Each	1
7100291223	804721-CA000X	3M™ Scott™ Custom Cy&Valve Assy, 804721-CA000X, CGA, 4.5, 30 Min, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,781.28	\$ 1,514.09	04/01/2025	1	Each	1
7100293660	804722-01	3M™ Scott™ Cy&Valve Assy 804722-01, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474140	804722-01-1	3M™ Scott™ Cy&Valve Assy 804722-01-1, CGA, 4.5, 45 Min, No MUSA Logo, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682407	804722-01-1D	3M™ Scott™ Cy&Valve Assy 804722-01-1D, CGA, 4.5, 45 Min, No MUSA Logo, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682408	804722-01-1DL	3M™ Scott™ Cy&Valve Assy 804722-01-1DL, CGA, 4.5, 45 Min, No MUSA Logo, ESP, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474141	804722-01A	3M™ Scott™ Cy&Valve Assy 804722-01A, Stubby, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682409	804722-01A-1	3M™ Scott™ Cy&Valve Assy 804722-01A-1, Stubby, CGA, 4.5, 45 Min, No MUSA Logo, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682411	804722-01A-1DL	3M™ Scott™ Cy&Valve Assy 804722-01A-1DL, Stubby, CGA, 4.5, 45 Min, No MUSA Logo, ESP, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474142	804722-01A-D	3M™ Scott™ Cy&Valve Assy 804722-01A-D, Stubby, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7100291956	804722-01-D	3M™ Scott™ Cy&Valve Assy 804722-01-D, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474144	804722-11	3M™ Scott™ Cy&Valve Assy 804722-11, ST7, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,135.54	\$ 1,813.51	04/01/2025	1	Each	1
7012682415	804722-11-D	3M™ Scott™ Cy&Valve Assy 804722-11-D, ST7, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,135.54	\$ 1,813.51	04/01/2025	1	Each	1
7012474147	804722-35	3M™ Scott™ Cy&Valve Assy 804722-35, 30 Yr, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,507.52	\$ 2,131.39	04/01/2025	1	Each	1
7012682421	804722-35-1D	3M™ Scott™ Cy&Valve Assy 804722-35-1D, 30 Yr, CGA, 4.5, 45 Min, No MUSA Logo, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,507.52	\$ 2,131.39	04/01/2025	1	Each	1
7012474148	804722-35-D	3M™ Scott™ Cy&Valve Assy 804722-35-D, 30 Yr, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,507.52	\$ 2,131.39	04/01/2025	1	Each	1
7100291420	804722-AC000X	3M™ Scott™ Custom Cy&Valve Assy, 804722-AC000X, CGA, 4.5, 45 Min, Photolum, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,141.52	\$ 1,820.29	04/01/2025	1	Each	1
7012613943	804722-BC000X	3M™ Scott™ Custom Cy&Valve Assy 804722-BC000X, CGA, 4.5, 45 Min, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,103.82	\$ 1,788.25	04/01/2025	1	Each	1
7012613944	804722-BC000X-1	3M™ Scott™ Custom Cy&Valve Assy 804722-BC000X-1, CGA, 4.5, 45 Min, No MUSA Logo, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,103.82	\$ 1,788.25	04/01/2025	1	Each	1

1 Resolution No. 26-093

2 Introduced in Council:

3 August 3, 2026

4

5 Introduced by:

6 Joseph Jenkins

7

Adopted by Council:

Referred to:

Finance _____

8 Resolution No. 26-093 – Authorizing the Mayor or City Manager to enter into a Memorandum of
9 Understanding (“MOU”) with West Virginia Division of Highways (“DOH”) for paving of Route
10 13/10 (Oakwood Road). Pursuant to the MOU, the City and DOH will share equally in the total
11 cost of the paving project. The MOU is attached hereto as Exhibit A.

12

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

14

15 That the Mayor or City Manager is authorized to enter into a MOU with DOH for paving route
16 13/10 (Oakwood Road). Pursuant to the MOU, the City and DOH will share equally in the total
17 cost of the paving project. The MOU is attached hereto as Exhibit A.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE WEST VIRGINIA DIVISION OF HIGHWAYS
AND THE
CITY OF CHARLESTON
REGARDING
PAVING ROUTE 13/10 (OAKWOOD ROAD)

THIS Memorandum of Understanding, executed in triplicate, made and entered into this ____ day of _____, 2026 by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called “WVDOH” and the CITY OF CHARLESTON.

WITNESSETH

WHEREAS, the City of Charleston and WVDOH are willing to enter into a joint agreement for the paving of Route 13/10 (Oakwood Road) through the City of Charleston as depicted in Exhibit A and described as hereafter: Cantley Road to Route 119, Route 119 to Tennis Club Road, and Tennis Club Road to Bridge Road; and

WHEREAS, the City of Charleston is willing to perform and pay for paving costs, any necessary ramp replacements, and perform inspection of said paving and ramp replacement with reimbursement for one half the total cost by the WVDOH; and

WHEREAS, the WVDOH considers it to be in the public interest to participate in this request, which furthers public safety in West Virginia; and

WHEREAS, the WVDOH agrees to reimburse City of Charleston an amount equal to 50% of the total paving costs for the project.

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

The City of Charleston agrees to:

1. Provide contract paving on Route 13/10 (Oakwood Rd.) from: Oakwood/Cantley Road to Oakwood/Bridge Road, through the City of Charleston to include milling 1.5” of existing pavement and resurface with 1.5” of hot-mix asphalt pavement in accordance with the West Virginia Division of Highways’ Standard Specifications;
2. Inspect and accept the contract paving and accessible ramp replacement of Route 13/10 (Oakwood Rd.) through the City of Charleston;
3. Schedule the paving operations and include all necessary traffic control;
4. Pay all associated costs, estimated at \$320,601.65, for contract paving of Route 13/10 (Oakwood Rd.) through the City of Charleston;
5. Upon completion and acceptance of the project, invoice the WVDOH an amount equal to one half of the total costs of paving Route 13/10 (Oakwood Rd.) through the City of Charleston, not to exceed an amount of \$160,300.82 without prior written approval from the WVDOH; and
6. Pay 50% of any additional costs beyond the estimated cost of \$320,601.65, as necessary and approved.

The WVDOH agrees to:

1. Provide the roadway striping and intersection markings within the WVDOH’s right of way; and

2. Reimburse the City of Charleston an amount equal to 50% the total costs of paving Route 13/10 (Oakwood Rd.) through the City of Charleston, not to exceed an amount of \$160,300.82 without prior written approval from the WVDOH, within thirty days after receipt of invoice; and
3. Pay 50% of any additional costs beyond the estimated cost of \$320,601.65, as necessary and approved.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers, who represent that they have all necessary authority to execute this agreement. Any necessary resolution or concurrence of the City Council of the City of Charleston is attached hereto.

ATTEST:

**WEST VIRGINIA WVDOH
OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

Title:

Title:

ATTEST:

CITY OF CHARLESTON

Title:

Title: Mayor

Resolution No. 26-094

Introduced in Council:

August 3, 2026

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 26-094 – Authorizing the Mayor or City Manager to purchase an annual renewal
2 of the Charleston Police Department’s record management software from TriTech Software
3 Systems in the amount of \$88,608.74 pursuant to a competitively sourced contract.
4

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

7 That the Mayor or City Manager is authorized to purchase an annual renewal of the Charleston
8 Police Department’s record management software from TriTech Software Systems in the
9 amount of \$88,608.74 pursuant to a competitively sourced contract.



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

CITY OF CHARLESTON
Purchase Request

Date: 7/29/2026

To: CITY MANAGER,

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

Renewal of software maintenance contract for the CPD records management system.

Purchase justification: Required to keep software and hardware up to date.

If approved, the total purchase price will be: \$88,608.74

(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.)

1.	CentralSquare (TriTech Software Systems)	Price Quote: \$	88,608.74
2.		Price Quote: \$	
3.		Price Quote: \$	
4.		Price Quote: \$	
5.		Price Quote: \$	

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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 Freas

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

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 70000000 521600

City Manager Approval: _____ Date: _____



CENTRAL SQUARE™

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Invoice

Invoice No
468476

Date
7/27/2026

Page
1 of 4

V10889
70000000 521600

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1
Quote No. Q-260911
Order No. 00127019

RECEIVED
JUL 27 2026

BY: _____

	Description	Units	Rate	Extended
1	Administration Core Annual Maintenance Fee - Annual Maintenance Fee Administration Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	2,631.28	2,631.28
2	Extend Adapter License (ZU) Annual Maintenance Fee - Annual Maintenance Fee Extend Adapter License Maintenance: Start:8/29/2026, End: 8/28/2027	1	737.26	737.26
3	Mobile Core Annual Maintenance Fee - Annual Maintenance Fee Mobile Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	4,210.04	4,210.04
4	Mobile NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile NCIC Client License Maintenance: Start:8/29/2026, End: 8/28/2027	40	0.00	0.00
5	Mobile Records Annual Maintenance Fee - Annual Maintenance Fee Mobile Records Client License Maintenance: Start:8/29/2026, End: 8/28/2027	40	200.00	8,000.20
6	Portal Server License Annual Maintenance Fee - Annual Maintenance Fee Portal Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	3,473.51	3,473.51
7	Records - N-DEx Adapter (IA IEPD) Annual Maintenance Fee - Annual Maintenance Fee Records - N-DEx Adapter (IA IEPD) Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00
8	Records - WV Crime Reporting (NIBRS) Interface Annual Maintenance Fee Records - WV Crime Reporting (UCR) Interface Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00



Invoice

Invoice No
468476

Date
7/27/2026

Page
2 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To
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Charleston WV 25301
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Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1

Quote No. Q-260911

Order No. 00127019

	Description	Units	Rate	Extended
9	Records Core Annual Maintenance Fee - Annual Maintenance Fee Records Server License Maintenance: Start:8/29/2026, End: 8/28/2027	2	12,632.24	25,264.49
10	Records Property and Evidence Extend Annual Maintenance Fee - Annual Maintenance Fee Property and Evidence Extend Client License Maintenance: Start:8/29/2026, End: 8/28/2027	2	73.88	147.75
11	Reporting Core Annual Maintenance Fee - Annual Maintenance Fee Reporting Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00
12	ZSuite - Time Synchronization Interface Annual Maintenance F - Annual Maintenance Fee Zuercher Suite - Time Synchronization Interface Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00
13	ZSuite - WEAPON/NCIC Interface (Basic Queries) Annual Maintenance - Annual Maintenance Fee Zuercher Suite - WEAPON/NCIC Interface (Basic Queries) Maintenance: Start:8/29/2026, End: 8/28/2027	1	2,456.31	2,456.31
14	ZSuite Production GIS Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	3,789.68	3,789.68
15	ZSuite Production NCIC Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	1,684.29	1,684.29



Invoice

Invoice No
468476

Date
7/27/2026

Page
3 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To

Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1

Quote No. Q-260911

Order No. 00127019

	Description	Units	Rate	Extended
16	ZSuite Production Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	11,580.30	11,580.30
17	ZSuite Training/Testing Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	7,579.36	7,579.36
18	ZSuite Warm Standby GIS Server - Annual Maintenance Fee Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	3,789.68	3,789.68
19	ZSuite Warm Standby NCIC Server - Annual Maintenance Fee Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	1,684.29	1,684.29
20	ZSuite Warm Standby Server - Annual Maintenance Fee Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	11,580.30	11,580.30



CENTRAL SQUARE

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No
468476

Date
7/27/2026

Page
4 of 4

Bill To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1

Quote No. Q-260911

Order No. 00127019

Please include invoice number(s) on your remittance advice.

Subtotal 88,608.74

ACH:

Routing Number 121000358

Account Number 1416612641

E-mail payment details to: Accounts.Receivable@CentralSquare.com

Tax 0.00

Invoice Total 88,608.74

Check:

12709 Collection Center Drive

Chicago, IL 60693

Payments Applied 0.00

Balance Due **USD 88,608.74**

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 7/28/2026 Purchase Order #: _____

Vendor: Central Square / Tri- Tech V10889 Phone #: _____

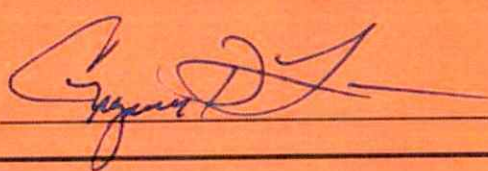
Contact: Ashley Lemerond

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

Quantity	Description	Unit Price	Total Price
1	Zuercher RMS Annual Renewal (Quote # Q-260911)		88,608.74
TOTAL			88,608.74

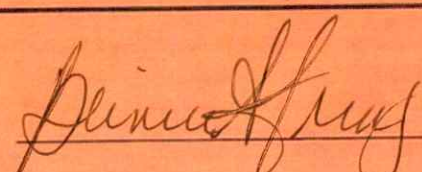
Requested By: Sgt. Greg Lucas Date: 7/28/2026

Purpose of Request: Renewal of Zuercher RMS System for Reporting (See attached quote)

Division Commander:  Date: 29 JUL 26
☐ Denied ☒ Approved

Bureau Commander: _____ Date: _____
☐ Denied ☒ Approved

Chief of Police:  Date: 29 Jul 26
☐ Denied ☒ Approved

Budget Officer:  Date: 7/29/2026
☐ Denied ☒ Approved

Council Action Date: _____ Account: 70000000 521600

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JUL 29 2026

BY: _____

Renewal Order #: Q-260911
Start Date: August 29, 2026
End Date: August 28, 2027
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Greg Lucas, Sergeant
Charleston Police Department
501 Virginia Street East
Charleston, West Virginia 25301
(304) 389-2235

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration Server License	1	2,631.28 USD
2.	Extend Adapter License	1	737.26 USD
3.	Mobile NCIC Client License	40	0.00 USD
4.	Mobile Records Client License	40	8,000.20 USD
5.	Mobile Server License	1	4,210.04 USD
6.	Portal Server License	1	3,473.51 USD
7.	Property and Evidence Extend Client License	2	147.75 USD
8.	Records - N-DEx Adapter (IA IEPD)	1	0.00 USD
9.	Records - WV Crime Reporting (UCR) Interface	1	0.00 USD
10.	Records Server License	2	25,264.49 USD
11.	Reporting Server License	1	0.00 USD
12.	Zuercher Suite - Time Synchronization Interface	1	0.00 USD
13.	Zuercher Suite - WEAPON/NCIC Interface (Basic Queries)	1	2,456.31 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	3,789.68 USD

MORE INFORMATION AT CENTRALSQUARE.COM

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BY: _____

2.	Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)	1	1,684.29 USD
3.	Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	11,580.30 USD
4.	Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	7,579.36 USD
5.	Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	11,580.30 USD

Renewal Order Total: 88,608.74 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

To: City Council of Charleston, WV / Finance Committee
From: Sgt. Greg Lucas, Information Services Division Commander
Date: July 28, 2026
Subject: Request for Annual Renewal Funds – Zuercher RMS

The Charleston Police Department requests approval to renew the annual maintenance and support agreement for the Zuercher Records Management System (RMS) in the amount of **\$88,608.74**.

Zuercher RMS is the department's primary records management system and is essential to daily law enforcement operations. It provides officers and civilian staff with the ability to create, manage, and retrieve incident reports, arrests, citations, crash reports, warrants, property and evidence records, and other critical public safety information. The system also supports records retention, reporting requirements, data sharing, and compliance with state and federal reporting standards.

Renewing the maintenance agreement ensures continued access to:

- Technical support and vendor assistance.
- Software updates, security patches, and system enhancements.
- Continued system reliability and operational availability.
- Compatibility with state reporting requirements and integrated law enforcement systems.
- Protection of the department's critical public safety records and operational continuity.

Failure to renew this agreement could result in the loss of vendor support, security updates, and software maintenance, increasing the risk of system failures, cybersecurity vulnerabilities, and operational disruptions. Because the department's records management system is integral to virtually every aspect of police operations, an interruption in service would significantly impact officers, records personnel, investigations, evidence management, and statutory reporting requirements.

The Charleston Police Department has utilized the Zuercher RMS for several years, and it remains fully integrated into the department's daily operations and existing technology infrastructure. Replacing the system would require substantial financial investment, extensive data migration, retraining of personnel, and significant operational disruption.

For these reasons, renewal of the Zuercher Records Management System maintenance agreement in the amount of **\$88,608.74** is necessary to ensure the continued secure, reliable, and efficient operation of the Charleston Police Department's records management system.

Thank you for your consideration.

Respectfully,



Sgt. Greg Lucas
Information Services Division Commander
Charleston Police Department

RECEIVED
JUL 29 2026
BY: _____

Resolution No. 26-095

Introduced in Council:

August 3, 2026

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 26-095 – Authorizing the Mayor or City Manager to purchase a new Pierce Enforcer 107 ladder truck for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of \$1,744,618, where the price was determined and confirmed pursuant to a competitively sourced HGAC 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 Pierce Enforcer 107 ladder truck for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of \$1,744,618, where the price was determined and confirmed pursuant to a competitively sourced HGAC contract.



Proposal for Furnishing Apparatus

Department:

Attn:

Upon an order being placed by you, and final acceptance by _____ the apparatus and equipment herein named will be manufactured for the following prices:

Bid #

Price

Total :

Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus. Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about _____ calendar days after receipt of this order and the acceptance thereof by _____. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

Atlantic will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

Terms: The terms of this proposal will be governed by the laws of the Commonwealth of Virginia. Atlantic Emergency Solutions requires an authorized individual from the above stated Customer sign and date this proposal and have it referenced on any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and executed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid

Sincerely,

Atlantic Emergency Solutions:

Customer:

X _____

X _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

FS12-23

Date
Prepared:

7/16/2026

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Charleston Fire Department	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chief Craig Matthews	Prepared By:	Austin Eddy
Phone:	1-(304)-389-2001	Phone:	1-(304)-481-5967
Fax:		Fax:	
Email:	craig.matthews@charlestonfire.com	Email:	aeddy@atlanticemergency.com

Product Description	23A-104	May 2026 Pricing	Enforcer Chassis, Single Rear 107' Aerial -1030
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$1,631,369.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$273,130.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$0.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$1,904,499.00	=	Subtotal D:	\$1,904,499.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Contract Discount	-\$161,881.00
		Subtotal F:	-\$161,881.00

Delivery Date:	6-8 Months	G. Total Purchase Price (D+E+F):	\$1,744,618.00
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Helping Governments Across the Country Buy

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CONTRACT PRICING VERIFICATION

TO:

Craig Matthews

FROM:

Joshua Cadoree

END USER:

Charleston Fire Department

DATE:

07 24 2026

PHONE NUMBER

1-304-389-2001

832-681-2557

RE:

Price Verification

REFERENCE:

Worksheet 07.16.2026

We have reviewed the pricing provided through HGACBuy Contract FS12-23. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing.**

Please advise if we can assist further in this matter.

*****This is not an Order Confirmation*****

Resolution No. 26-096

Introduced in Council:

August 4, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

August 4, 2025

Referred to:

Finance

- 1 Resolution No. 25-096 - Authorizing approval of Amendment No. 1 of the FY 2026-2027 Coal
- 2 Severance Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 1 of the FY 2026-2027 Coal Severance Budget as indicated on the
- 7 attached list of accounts.