CHARLESTON CITY COUNCIL

Regular Meeting

September 8, 2026
at 7:00 PM

THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA
https://charlestonwv.civicclerk.com/web/home.aspx

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

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).
2. Claims 9-8-2026

PROCLAMATIONS

1. Proclamations 9-8-2026

COMMUNICATIONS

1. Communications 9-8-2026

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 26-102 – Authorizing the Mayor or City Manager to purchase a new Crown Forklift from Crown Lift Trucks for the City of Charleston Equipment Maintenance Department, as a replacement.
2. Resolution No. 26-103 - Authorizing the Mayor or City Manager to purchase a new Bucket

Truck from Altec Industries, Inc. for the Traffic Department as a replacement.

3. Resolution No. 26-104 - Authorizing the Mayor or City Manager to purchase 5 air-pak cylinders and 5 valve assemblies from Atlantic Emergency for the replacement of equipment.
4. Resolution No. 26-105 - Authorizing the Mayor or City Manager to enter a change order with West Virginia Paving, Inc., to add to the contract the resurfacing of the Daniel Boone Park parking lot, Fire Station 4 parking lot, and the Fire Department Training Center parking lot, and authorizing an additional change order for the repair and resurfacing of various streets damaged by the recent flooding event.
5. Resolution No. 26-106 - Authorizing approval of Amendment No. 2 of the FY 2026-2027 General Fund Budget as indicated on the attached list of accounts.
6. Resolution No. 26-107 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division for federal fiscal years 2026 and 2027 to provide partial salary reimbursement for 2 of the Charleston Police Department Prevention Resource Officers assigned to West Side Middle School and Capital High School.
7. Resolution No. 26-108 - Authorizing the Mayor or City Manager to enter into Memorandums of Understanding with the Kanawha County Board of Education for continued placement of 3 Prevention Resource Officers at West Side Middle School, Capital High School and George Washington High School for federal fiscal years 2026 and 2027.
8. Resolution No. 26-109 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division for federal fiscal years 2026 and 2027 to provide partial salary reimbursement for 3 members of the Metropolitan Drug Enforcement Network Team.

REPORTS OF OFFICERS

1. Reports 9-8-2026

NEW BILLS

1. New Bills 9-8-2026

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE SEPTEMBER 21, 2026 AT 7:00 PM.

THE AGENDA WAS AMENDED ON 9-3-2026

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

Page | 3 of

Resolution No. 26-102

Introduced in Council: September 8, 2026

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 26-102 – Authorizing the Mayor or City Manager to purchase a new Crown CD35C-9 Forklift from Crown Lift Trucks for the City of Charleston Equipment Maintenance Department, in the amount of $62,488.57, to replace Forklift 754/91 in the regular replacement cycle, where the price was determined pursuant to a competitively sourced Sourcewell contract.

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

That the Mayor or City Manager is authorized to purchase a new Crown CD35C-9 Forklift from Crown Lift Trucks for the City of Charleston Equipment Maintenance Department, in the amount of $62,488.57, to replace Forklift 754/91 in the regular replacement cycle, where the price was determined pursuant to a competitively sourced Sourcewell contract.

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

CITY OF CHARLESTON

Purchase Request

Replacing Equipment Maintenance Fork lift# 754/91

Date: 8-19-26

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: A new Crown CD35C-9 7,000 lbs Capacity Forklift

Purchase justification: This is on its regular replacement cycle off FY-2026-2027 Budget. This is getting purchased off Sourcewell contract# 053024-CRO

If approved, the total purchase price will be: $62,488.57

(Check One)

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

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

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

1. Crown Lift Trucks Price Quote: $62,488.57

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: ______________________

AND

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

OR

☑ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with Crown Lift Trucks because:

This is getting Purchased off the Sourcewell Contract Contract # 053024-CRO

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

ITEM A (For Sole Source Procurements ONLY)

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

____

____

____

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

*(Name & Phone Number)*______________________

REQUESTOR'S DECLARATION

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

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

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

____

Request Submitted By: Ron Oxley Department: Equipment Mainten

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

****

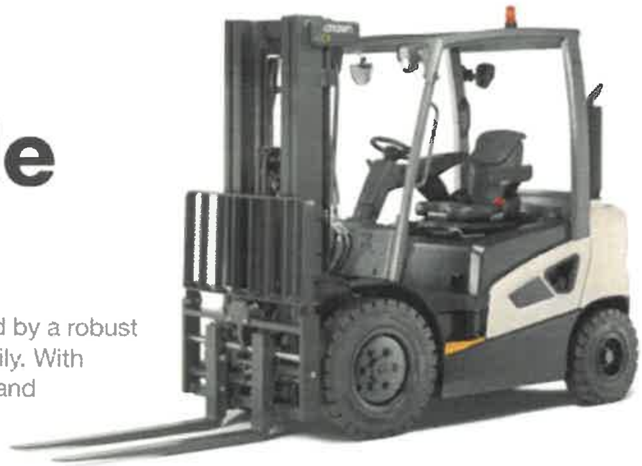
Funds Approval: ______________________ Date: ____________
Authorized Financial Officer

Account Number: ____

City Manager Approval: __________________________ Date: ______________

C-D SERIES

Robust, Reliable and Versatile

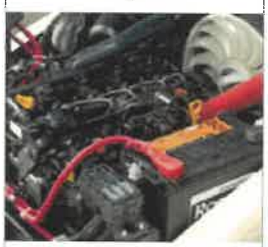


C-D Series

The Crown C-D Series 4,000 to 7,000 lb lift trucks are powered by a robust 2.4 L diesel engine, designed to boost operator confidence daily. With these lift trucks, you gain the advantage of strength, reliability and Crown's well-known comprehensive support.

Discover the capabilities of the C-D 20-35 Series.

Fuel-Efficient Engine



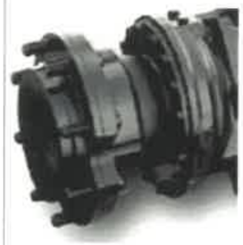
The CD 20-35 models boast 62-hp diesel engines that comply with NA Tier IV emission standards, ensuring minimal environmental impact. These engines feature a multi-torque mode for exceptional torque at low RPMs, enhancing fuel efficiency and reliability.

Comfort Meets Safety

Designed with the operator in mind, C-D 20-35 models harmonize comfort with safety, stability, and confidence, ensuring productivity remains in step with the lift truck's performance. Key safety features include:

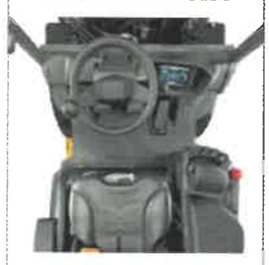
- Operator Sensing
- Reverse Lock
- Speed Control
- Electronic Parking Brake
- Automatic Deceleration
- Mast Stability Control

Oil-Cooled Disc Brakes



The braking system, warrantied for 5 years or 10,000 hours, is entirely sealed from external contaminants. Components are protected from dirt, water, shrink wrap, and more, enhancing the longevity and reliability of the brakes.

Operator Environment



A focus on the operator's environment is evident through a suspension seat, tilt/telescoping steer column, and strategically placed controls to reduce fatigue. The vibrant 5-inch or optional 7-inch LCD display and ergonomic manual or fingertip hydraulic controls enhance user experience. Additional options such as roof covers, cabins, rearview cameras, and weight scales tailor the lift truck to various application requirrements.

Crown Service and Support

Take advantage of Crown's extensive regional service and support network. The C-D Series is backed by quality parts and the expertise of the Crown Integrity Service System to keep your lift truck up and running.

C-D 20-35 Series Diesel Lift Trucks provide strength and reliability beyond the norm.

crown.com

Crown Lift Trucks - Columbus
2100 Southwest Blvd
Grove City, OH 43123
6142747700
crown.com

Quotation
07/22/2026
Quote No. 1126796
City of Charleston WV

City of Charleston WV
1100 Pennsylvania Ave.
Charleston, WV 25302

Dear Kevin,

Crown is pleased to present this proposal for a material handling solution designed to help you meet your company's operational goals. Our dedicated team of professionals is committed to providing integrated solutions that deliver a low total cost of ownership and exceptional long-term value.

Crown's award-winning line of lift trucks demonstrates its reputation for advanced product design, engineering, and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with innovative, forward-thinking solutions designed to improve performance and reduce operating cost.

Many top ranked companies choose Crown due to the extraordinary trust they place in the company and its products, as well as the support they receive from the most comprehensive customer support and service network in the industry. Our goal is to be one of your best business decisions.

Thank you for the opportunity to present this proposal and the prospect of supporting your business success.

Sincerely,

Ethan Mielke
Account Manager
Ethan.Mielke@Crown.com

Crown Lift Trucks - Columbus
2100 Southwest Blvd
Grove City, OH 43123
6142747700
crown.com

Quotation
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Items highlighted in yellow are alternate options to Sourcewell Package to fit Fairfield County's application.

Features and Options

CD35C-9 7000 lbs Capacity, IC Pneumatic Tire

Standard Chassis include: HDI 2.4L DM02P Tier 4 Diesel Engine, Power Shift Transmission, Power Steering, Park Brake, Maintenance Free Battery, Tilt Steering Wheel, Dual Element Air Cleaner, Vertical Exhaust Muffler, Low Fuel Indicator, Ground Speed Control, Interior Tilt Cylinder Covers, Auto Shift Control,12v Aux Power & USB Port, Combo Lights, PreCleaner, Vented Side panels

Model Number with Capacity F_GENE	CD35C-9 GENE-5052
Destination Country	United States
Mast Type	FFT (TT) - Three stage, Full free lift
Lift Height F_MAST	180"/4570mm
Collapsed Height	89"/2260mm
Tire Profile	Single Drive Tire
Drive Tire Options F_TIFR	Single Drive Pneumatic 250-15, 18 PR TIFR-5242
Steer Tire Options F_TIRR	Pneumatic 6.50-10, 12PR TIRR-5098
Tilt Options F_TILT	5 Degrees Back / 10 Degrees Forward TILT-5032
Fork Carriage Type	Hook Type
Fork Carriage Width F_CARR	Hang-On (Hook) Type, (ISO Class III), 57"/1448mm, FFT Mast, CARR-5032
Load Backrest F_BART	Class III, 57"/1448mm Wide x 47"/1194mm High BART-5058
Forks - Hook Type F_FORK	1.8" x 5" x 47" / 45mm x 125mm x 1195mm FORK-5081
Overhead Guard F_OPSP	Standard Height Overhead Guard - 86"/ 2185mm OPSP-5104
Seat Option F_SEAT	Suspension Vinyl Hip Restraint SEAT-5373
Travel Alarm F_ALAR	Back-Up Alarm Outside ALAR-5003
Combination Lights F_LCOM	Combination Lights with Front Flood Lights - LED LCOM-5001
Strobe Light F_LSTB	Amber, Above Overhead Guard LSTB-5030
Hydraulic Control Valve F_CRVE	3 Way 3 Levers CRVE-5332
Hydraulic Lines Group F_ATLI	3 Way for Hook-On Sideshifter FFT Mast ATLI-5074
Sideshifter F_SDSF	Hook Type,Hang-On 57"/1450mm Wide Class III SDSF-5240
Display F_DISP	5" Display DISP-5020

Fire Extinguisher F_FIEX	1.5 LBS (.7KG), ABC Type Fire Extinguisher FIEX-5057
Heated Secondary Fuel Filter F_FILT	Heated Secondary Fuel Filter FILT-5004
Fuel Cap with Key Lock F_FUCA	Fuel Cap without Key FUCA-5002
UL Rating F_HOMO	Diesel UL Rated
Pre-Cleaner F_INTA	OPT OUT
Start Up Option F_KLES	Key Switch KLES-5007
Steering Wheel Knob F_KNOB	Steering Wheel Knob KNOB-5001
Rear View Mirror F_MIRR	Large Rear View Mirrors MIRR-5064
Muffler F_OVHE	Standard Vertical Muffler OVHE-5003
Vented Side Panels F_VESP	Vented Side Panels VESP-5046

Warranties:

Standard Warranty	Standard - 24 Month / 3,000 Hours Power Train - 36 Month / 6,000 Hours Oil Cooled Disc Brakes 60 Month/10,000 Hours

Alternate Options

Quantity	Option	Price Each	Extended
1	Fork Positioner F_FOPR: 57"/1450mm Wide FFT Mast FOPR-5570 Vs. OPT OUT	$2,360.66	$2,360.66
1	Hydraulic Control Valve F_CRVE: 4 Way 4 Levers CRVE-5334 Vs. 3 Way 3 Levers CRVE-5332	$337.59	$337.59
1	Hydraulic Lines Group F_ATLI: 4 Way for Hook-On Sideshifter and Attachment FFT Mast ATLI-5075 Vs. 3 Way for Other Attachment FFT Mast ATLI-5072	$866.25	$866.25

Crown Lift Trucks - Columbus
2100 Southwest Blvd
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crown.com

Quotation
07/22/2026
Quote No. 1126796
City of Charleston WV

Pricing Information

Quantity	Products	Price Each	Extended
1	CD35C-9 GENE-5052	$56,424.07	$56,424.07
1	Fork Positioner Options	$3,564.50	$3,564.50
1	Freight Estimate	$2,500.00	$2,500.00
	Total Package Price: (Tax not included in price)		**$62,488.57**

Crown's Sourcewell Contract #: 053024-CRO

Sourcewell
Awarded Contract
Contract # 053024-CRO

CUSTOMER AGREES: (1) PRICES ARE FIRM FOR FIFTEEN (15) DAYS FROM THE DATE OF THIS QUOTATION; (2) THIS QUOTATION INCORPORATES CROWN'S TERMS AND CONDITIONS OF SALE AVAILABLE AT crown.com/en-us/terms-and-conditions ("TERMS") AS IF FULLY RESTATED IN THIS QUOTATION (THIS QUOTATION AND THE TERMS ARE COLLECTIVELY THE "AGREEMENT"); (3) IT HAS READ, OR HAS HAD THE OPPORTUNITY TO READ, THE AGREEMENT; AND (4) UNDERSIGNED HAS THE AUTHORITY TO BIND CUSTOMER AND ENTER INTO THE AGREEMENT.

Prices quoted are based upon quantities specified above.
If **City of Charleston WV** cannot accept merchandise at the time of shipment from our supplier, **City of Charleston WV** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes
FOB: Delivered
Terms: Net 10 DAYS

Crown Lift Trucks

Ethan Mielke

Ethan Mielke
Account Manager

City of Charleston WV

By ______________________

Title ______________________

Date ______________________

Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crown Equipment Corporation, 44 South Washington St., New Bremen, OH 45869 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 23, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier's warranties as provided in the Proposal apply. Copies of these warranties will be provided to Participating Entities for each transaction. In instances where the Equipment, Products, and Services sold under this Contract are from other manufacturers, however, such Equipment, Products, and Services are instead covered by the manufacturer's standard published warranties. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Termination of an order may require payment for work in process.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property. alleged to have been caused by some defect in the Supplier's Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications, However, any obligation of Supplier to indemnify hereunder will not apply to the extent such claim, injury, death, or damage results from the negligence, willful misconduct, or violation of law of Sourcewell, the Participating Entity, or any other third party not under Supplier's control. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

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

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

Minimum Limits:
$2,000,000

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

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

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier in accordance with the ISO CG 20 10 04 13 endorsement. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

23. LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY ORDER OR RELATED MATERIALS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR 1) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF OR RELATING TO THIS CONTRACT, OR 2) FOR CLAIMS HEREUNDER EXCEEDING $500,000 IN THE AGGREGATE (EXCLUDING CLAIMS FOR PAYMENT FOR PURCHASES). THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
By: ____________________________
Jeremy Schwartz
Title: Chief Procurement Officer
9/4/2024 | 4:03 PM CDT
Date: __________________________

Crown Equipment Corporation

Signed by:
Tom Keller
ACFF16B3799B451...
By: ____________________________
Tom Keller
Title: Senior Vice President-Global Accounts
9/4/2024 | 3:20 PM CDT
Date: __________________________

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name:	Crown Equipment Corporatin
Does your company conduct business under any other name? If yes, please state:	Crown Lift Trucks
Address:	44 South Washington St. New Bremen, OH 45869
Contact:	Nathan Brewer
Email:	nathan.brewer@crown.com
Phone:	419-629-2311 12753
HST#:	34-4412691

Submission Details

Created On:	Wednesday April 17, 2024 07:42:46
Submitted On:	Wednesday May 29, 2024 07:49:12
Submitted By:	Thomas Keller
Email:	tom.keller@crown.com
Transaction #:	eefe1806-fb29-4daa-a392-7b65ff3a2aee
Submitter's IP Address:	206.51.157.133

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Crown Equipment Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No subsidiary entities will be utilized.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA: Crown Lift Trucks	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1D3P6 SAM UEI: CDU5SCJP1LP5	*
5	Proposer Physical Address:	Crown Equipment Corporation 44 South Washing St. New Bremen, OH 45869	*
6	Proposer website address (or addresses):	www.crown.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tom Keller, Senior Vice President-Global Accounts 44 South Washington St. New Bremen, OH 45869 Email: Tom.keller@crown.com Phone: 419-629-2311 x 12048	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Brewer, Manager-Government Sales 44 South Washington St. New Bremen, OH 45869, Email: nathan.brewer@crown.com Phone: 419-629-2311 x 12753	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Powers, Director - National Accounts 44 South Washington St. New Bremen, OH 45869 Email: aaron.powers@crown.com Phone: 419-629-2311 x 12506	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Crown Equipment is a privately owned company headquartered in New Bremen, Ohio. Since 1945, Crown has grown from a one-room operation to one of the largest lift truck manufacturers in the world. Crown entered the material handling industry in 1960 and became the fastest-growing material handling company in its range of products. Today, Crown manufactures a full line-up of Class I through Class V material handling products; designs, manufactures, sells and supports its own fleet management solutions; offers allied lines consisting of racking, shelving, dock and door equipment, in-plant offices, etc.; offers warehouse solutions consulting as well as fleet management consulting services. Crown is a vertically integrated organization and manufactures up to 85% of the content of its lift trucks. As a sampling of Crown's vertical integration, Crown manufacturing facilities are responsible for producing electric motors, LPG engines, printed circuit boards, wire harnesses, masts, gears, etc. Crown designs, engineers, manufactures, services and supports material handling products. Product sales and service are supported by Crown's retail network of more than 500 factory-owned Branches and independent dealers in more than 80 countries. Crown's strategic direction is centered around technology; automation, connected solutions, and alternative power. This direction goes beyond the forklift and is focused on moving your organization forward. Crown's next generation of integrated technology offers new value by turning reactive operations into proactive ones.
11	What are your company's expectations in the event of an award?	Upon award Crown would immediately begin planning, strategizing, and ultimately implementing the Sourcewell contract within our robust branch and dealer network. This would be achieved with multiple internal departments including, but not limited to, government sales department, marketing, legal, and branch/dealer operations. Crown expects to add resources to properly launch, offer ongoing training, create marketing collateral/website/social media, maintain/adhere to the contract, and to monitor success. Crown would also utilize Sourcewell resources to work with our branch/dealer network to achieve a successful contract. Crown's expectations with this investment are that we would realize $3 million dollars in sales in first year with a minimum of 25% increases each year thereafter.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Crown continues to be one of the largest lift truck manufacturers in the world with global revenue in excess of $5 billion. The Company has grown steadily with organic, disciplined growth for the last several decades and experienced a revenue compound annual growth rate in excess of 8% over the last 30+ years. Recent audit reports consistently reflect positive working capital ratios and increasing retained earnings balances. The company has lines of credit and available capital totaling over $200 million.
13	What is your US market share for the solutions that you are proposing?	As a privately held company, Crown does not disclose market share information. However, Crown's industry ranking is 4th largest forklift manufacturer in the world. Crown is also recognized domestically as the largest manufacturer of electric forklifts.
14	What is your Canadian market share for the solutions that you are proposing?	As a privately held company, Crown does not disclose market share information. However, Crown's industry ranking is 4th largest forklift manufacturer in the world.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Crown has never petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Crown can be described as a manufacturer, distributor, and service provider. Crown manufactures a full line-up of Class I through Class V material handling products. Crown's dealer network is comprised of wholly owned factory stores as well as independently owned dealers. Crown's wholly owned factory stores represent more than 65% of its retail network – known as Crown Lift Trucks. Where Crown is represented by an independent dealer, we have a contractual relationship that is renewed based upon the measured level of support delivered to our customer base within their area of prime responsibility. That contract sets guidelines as it relates to maintaining an effective service and support organization. Specifically, our dealers must staff a sufficient quantity of experienced and capable technicians, provide for routine training, and inventory repair parts in such reasonable variety and amount as to meet the service requirements of their territory. Crown routinely performs Integrity Service audits on our dealer network to ensure that the proper standards are being maintained. These audits include service response time, first-call-fix-ratios, off-shelf parts availability, and equipment uptime, among others.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ISO 9001:2008 - US, Mexico and Germany Crown holds ISO 14001 certification: ISO 14001 – Crown Plant 7, New Bremen, Ohio ISO 14001 – Crown New Knoxville Plant, New Knoxville, Ohio ISO 14001 – Crown Minster Plant, Minster, Ohio In addition, Crown has earned three gold-level Encouraging Environmental Excellence (E3) Awards from the Ohio EPA for Crown's sustainability efforts within its manufacturing and assembly plants. Crown also has five facilities, including manufacturing and sales and service locations, that have achieved zero landfill status. C-TPAT Tier 2	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Crown has never had a suspension or debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Crown has received numerous awards ranging from design, environmental, employer and product over the past five years. As a sampling, please see the following. • IFOY – International Forklift Truck of the Year Award 2024 SP1500 – Received for other products multiple times. • Crown was named to the Top 100 Supply Chain Projects List - Received multiple years. • Named a Top Green Provider by Food Logistics -Received multiple years. • FL100 Food Logistics list of the top 100 software and technology providers - Received multiple years. • SDCE Green Supply Chain Award - Received multiple years. • Crown's ESR 1000 Series reach truck earned a GOOD DESIGN Award from The Chicago Athenaeum: Museum of Architecture and Design and the European Centre for Architecture Art Design and Urban Studies • Crown was selected by Inbound Logistics as a Green Supply Chain Partner - Received multiple years. • Forbes 2023 America's Best-In-State Employers -Received multiple years. • Forbes America's Best Large Employers 2024 – Received multiple years. • Military Friendly Employer Designation 2024 – Received multiple years. For additional listing of Crown's awards, visit https://www.crown.com/en-us/awards.html	*
20	What percentage of your sales are to the governmental sector in the past three years	We have historically netted less than 1% of our sales to governmental agencies. Crown is a high-quality premium product, and in many cases where the sole criteria is lowest price technically acceptable, as is the case with many sectors of the government, we will not experience success. With governmental customer's that have the flexibility to make long-term cost of ownership as part of their sourcing criteria, we have had a much higher success rate and regularly become the preferred supplier in their applications. For example, one of our largest government accounts has an exclusive agreement with Crown. We were awarded this business after they had worked with various other vendors with unsatisfactory results in quality and support. The results speak for themselves. Crown has been awarded their contract three additional times since inception. Additionally, our advancements in safety features have created opportunities even when price was initially the sole criteria. For example, a federal government agency now requires our RM MonoLift™ mast reach truck in all their facilities due to the unmatched all-around visibility it offers when compared to any competitor unit. Safety trumped price in their decision-making process.	*
21	What percentage of your sales are to the education sector in the past three years	Crown does not track sales to the education sector but estimates it to be less than 0.01% of our global sales. Crown routinely receives requests from our retail network on whether we have a cooperative or state contract available. Their customers voice their frustration with contracting and their inability to get the quality product they need. This is part of the reason why we believe a Sourcewell contract is so vital to our mutual customers and our retail network.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Crown does not currently hold any state, provincial, or cooperative purchasing contracts directly. Currently there are third-party entities which have CMAS, TXMAS and Florida State contracts with Crown products. Since Crown does not hold these contracts, we are not notified when sales fall within them.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract: GSA contracts with Crown products are held by third-party vendors. Average of approximately $3.5 million per year. DLA Troop Support Contract: Average of approximately $1.22 million per year. Other Government Contract: Average of approximately $3.82 million per year.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
As a condition of Crown's NDA and policies we do not disclose customer information.	As mentioned previously, Crown regularly receives requests for Sourcewell or other state contracts. If required, we may be able to facilitate a call with Sourcewell eligible entities.	N/A	*
N/A	N/A	N/A	*
N/A	N/A	N/A	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NDA	Government	Texas - TX	Reach Trucks, Turret Trucks, Sit Down Electric, I/C Pneumatic, Pallet Trucks, Walkie Pallet Trucks, Batteries, Chargers. Misc.	$ 5K to $ 250K+	$ 8.58 Million	*
NDA	Government	Pennsylvania - PA	I/C, Turret Trucks, Walkie Stackers, Pallet Trucks, Batteries, Chargers, Misc.	$ 25K to $ 250K+	$ 3.65 Million	*
NDA	Government	Hawaii - HI	Reach Trucks, Batteries, Chargers	$ 59K to $ 250K+	$ 2.1 Million	*
NDA	Government	District of Columbia - DC	Walkie Stackers, Reach, Sit Down Electric, WAV, Batteries, Chargers	$ 5K To $ 100K+	$ 2.07 Million	*
NDA	Government	District of Columbia - DC	Walkie Stackers, Reach, Sit Down Electric, WAV, Batteries, Chargers	$ 5K to $ 100K+	$ 1.1 Million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	In the United States and Canada alone, Crown has an employee count of more than 16,000 and more than 190 branch and dealer retail locations. Crown's sales force has coverage throughout the US and Canada that is strategically located to best serve customers. Each Crown wholly owned branch location boasts 1 – 2 sales managers who are responsible for managing the activities in their local markets. Each sales manager is responsible for 6 – 9 salespeople who have a dedicated territory focused on sales support in that specific area. Crown utilizes our extensive resources to help manage sales activities within our retail network through regional sales managers, training (in-person and online), and other internal communication. Crown has it covered.	*
27	Dealer network or other distribution methods.	Crown's independent dealer network in the United States and Canada consists of over 100 locations. Crown manages their activities and ensures our standards and practices are met through corporate, regional, and district managers.	*

28	Service force.	Similarly, to our sales force, Crown's service force is represented in the more than 190 branch and dealer locations in the United States and Canada. Crown's wholly owned branch locations may include service managers, field service managers, account service representatives, parts managers, customer care representatives, dock and door technicians, lead technicians, and multiple service technicians. Crown strives to maintain measured response times of 4-hours or less which is accomplished in part by staffing an adequate level of skilled road technicians. Crown, once again, has it covered.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Crown plans on keeping the ordering process simple. Orders will be entered and handled by its dealer network but monitored by Crown's Corporate Headquarters. • Crown will require a special discount code to access Sourcewell's contracted pricing when placing an order. o If branch/dealer is using an in-stock unit, a credit adjustment will be submitted for and applied in the same manner. • The discount code will require a signed customer purchase order with pricing and their original quote to ensure contractual adherence. • Once Crown has deemed that the pricing, terms, and specifications are correct, we will accept and process the order. • The local retail location will handle communication with the customer, delivery, and the preparation.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Crown offers a variety of service and parts programs to ensure customers receive maximum value for their investment and the lowest total cost of ownership. Long-term value increases when total cost of ownership is reduced. Crown's Integrity Parts and Service System is designed for the parts and the service that goes with them to work together to minimize cost of ownership over the life of the forklift leading to increased uptime and productivity. As part of Crown's Integrity Service, Key Performance Indicators and Assured Performance Measurements are tracked which include, but are not limited to: RESPONSE TIME Crown defines response time as the time from when the request is made for a repair, until the technician arrive at the customer's site. By tracking this key factor, we can focus on improving equipment uptime - Quick Response = Uptime. FIRST CALL FIX RATIO Crown defines first call fix ratio as the number of times the technicians fix our customer's trucks on the first visit out of the total number of technician service calls - this is based on service calls on Crown equipment and all makes of trucks. First visit implies no additional trips to pickup parts or access additional dealer support. This feature allows for maximum uptime by having technicians that are technically able to diagnose the problem, have the retailers support when needed and have the right part on their service van. Integrity Service Goal: 75% OFF SHELF AVAILABILITY Crown defines and calculates this percentage by comparing the parts requested against orders filled. Having parts on-hand when needed reduces freight expense and customer downtime. Integrity Service Goal: 95% PM COMPLETION The PM process of inspection, lubrication, and adjustment at the recommended intervals is key to limiting breakdown repairs. Having a high percentage assures the customers that we can handle their business. It also provides the customers a program for maximum uptime. Integrity Service Goal: 100% TECHNICIAN TRAINING With the evolution of new technology being utilized in newer trucks, it is imperative to keep the service technicians up to date on latest repair procedures and troubleshooting. By having higher skilled technicians, the customer will realize quicker repair times. Integrity Service Goal: minimum 40 Hours per Tech per Year	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Crown's extensive retail network covers the entirety of the United States including Alaska and Hawaii. In the United States alone, there are over 160 retail locations. Crown is fully committed to offering Sourcewell to any eligible entity and realizes the numerous benefits for the customer, dealer network, and Crown. • Ease of procurement for eligible entities. • Majority of contractual guidelines would already be in place to streamline amount of time spent with legal. • With our pricing model, the specifications and expectations are clear for the customer, dealer, and Crown. • The sheer number of requests that we have already received inquiring about a Sourcewell contract leads Crown to believe that this would have an immediate impact on our customers and dealer network. • This is truly a win-win proposition for our retail network, customers, and Crown.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As in the United States, Crown is fully capable of providing its products and services to Sourcewell entities throughout Canada thanks to our extensive dealer network. In Canada we have 10 independent dealer locations and 14 company-owned branch locations to service our customers. While we have not experienced the same demand for Sourcewell in Canada as we have had in the United States, the other numerous benefits mentioned previously still apply.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We can service all geographic areas of Canada and the United States.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Crown is not aware of any sectors that we will not be serving through this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping of batteries and other hazardous materials can be of concern when going overseas and add costs. This may also require the use of government or third-party freight forwarders. In the US Territories of American Samoa and Northern Mariana Islands, Crown does not currently have a servicing dealer. Warranty could not be honored, and we would recommend that we do not offer equipment due to lack of support.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crown would begin by utilizing its robust training department to create training materials for its retail network. Training would be supplemented with digital marketing materials and tactics, such as emails, social media, posts, etc., to be utilized when selling to eligible entities. Crown envisions the development of specific crown.com landing pages supporting the Sourcewell contract. In addition. Crown offers online purchase capability for its customers through https://shop.crown.com/crown/en/ and would investigate adding the ability for Sourcewell clients to purchase available materials via this platform.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Crown is a leader in its industry in the use of digital marketing tactics. The company was one of the first to develop a social media presence and actively utilizes nearly 50 social media accounts worldwide in its organic social media programs. In addition, Crown is active in conducting paid social media advertising campaigns. Both its organic and paid social media programs include a robust analytics component to measure engagement and effectiveness. Crown maintains 35 versions of its crown.com website globally, with local language versions provided in key locations around the globe. The company maintains active search engine optimization (SEO) and search engine marketing (SEM) programs to help ensure that Crown content is ranked high in search engine results. Webpage content and metadata are optimized to enhance customers' ability to locate the information they need. Crown can evaluate keywords and terms provided by Sourcewell to determine how they might be incorporated into its SEO and SEM programs. Crown marketing collateral is made available electronically via crown.com. Special crown.com landing pages are also created for specific marketing campaigns, especially those targeting specific products or customer types. The website also includes a Live Chat feature to encourage visitors to interact. Live Chats sessions are handled in-person by dedicated staff in our Customer Experience Center. The crown.com website also includes the Crown Blog, which contains a variety of content to engage with customers and help them learn about the products and technologies that can help them operate more effectively. Individual Crown Blog entries are promoted via organic and paid social media campaigns to help extend their reach. Crown marketing also includes a dedicated analytics department to provide reporting on the effectiveness of its online content and campaigns. The department produces and variety of recurring and custom reports to ensure that the company's digital tactics are effectively reaching their target audiences.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By providing training and marketing materials supporting the Sourcewell contract to Crown's retail network, which interfaces directly with potential customers, we will enable the retail network to fully integrate the contract into Crown's standard sales process. The potential addition of an online purchase capability for Sourcewell customers will further integrate the contract into Crown's standard sales processes. We believe that support from Sourcewell will be very important to our success. We hope to gain a wealth of knowledge on how to effectively serve Sourcewell clients. Ongoing support from Sourcewell will be key to continued mutual success.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Crown currently offers customers the ability for customers to purchase online through https://shop.crown.com/crown/en/. This platform enables customers to create personal profiles. In theory, current government and education customers can purchase products through this portal using a credit card, but it currently cannot process tax exempt purchases. However, if awarded the Sourcewell contract, Crown will investigate adding the capability for Sourcewell customers to purchase through this platform.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Crown offers award-winning training options for service and operators. These optional sessions would be quoted and fulfilled at the dealer/branch level. Pricing is dependent on the number of people and location. All training offered by Crown Branch locations is delivered by Crown Certified Trainers. Training can be catered to each customer's individual needs. Following is a sample of the options. • Forklift Operator Training Crown's network of trained instructors offers full-service Demonstrated Performance (DP) MoveSafe Train-the-Operator programs. Conducted at your site, these highly trained instructor-led sessions present powered industrial lift truck safety information with clear, understandable and highly visual presentations. Hands-on time is structured to assure operators are trained not only in lift truck operation and task performance, but in safe operating habits and practices as well. These are crucial in effective operator training. • Model-Specific, Web-Based Training Combine a learning management system and the streaming capability of our wide range of model specific MoveSafe Operator Training options to empower your operators. Streaming enables them to complete training at a pace consistent with their individual knowledge and experience, allowing both operators and trainers to train more efficiently. • Pedestrian Safety Training Safety training for pedestrians is an important piece of a comprehensive lift truck safety program for employees and for visitors to your facilities. Crown offers comprehensive pedestrian training including two online resources you can incorporate into your own employee orientation and visitor programs. • Supervisor Training Supervisors of lift truck operators play a critical role in reinforcing the safe operating skills and habits taught during operator training sessions. Crown offers the award-winning DP LeadSafe Train-the-Supervisor program to demonstrate how to effectively supervise lift truck operators and reinforce safe operating habits. • Training for the Trainer Crown’s DP TrainSafe Train-the-Trainer program uses the award winning, hands-on, Demonstrated Performance approach to deliver comprehensive operator train-the-trainer programming. Participants in the two-day Train-the-Trainer program will learn and practice implementing Crown’s MoveSafe operator training programs, 11 step hands-on training and safe skill and habit development process. Participants are provided the training needed to conduct these workshops, as well as three-year re-evaluations, safety refreshers (workshops), warehouse inspections and much more. • Forklift Service Technician Training Our award-winning Demonstrated Performance Service Training workshops give service technicians the Crown-specific skills and knowledge they need to keep a fleet up and running. Since many technicians are hands-on learners, they’re more likely to retain information learned through first-hand experience than material presented in a lecture. Crown’s DP Service Technician Training goes above and beyond traditional classroom training, allowing participants to work on lift trucks with instructor supervision. Technicians can move at their own pace and focus on the particular tasks and skill groups that best serve their organization’s needs. Demonstrated Performance workshops are customizable to the needs of each technician. They’ll only spend time on what they need to learn, and only work on lift trucks that apply to them.	*

41	Describe any technological advances that your proposed products or services offer.	Crown offers many advancements in our product lines. Examples may include comfort, safety, technology, and enhanced quality improvements. • Access 123 Operating System - The majority of our products include our Access 123 operating system, which allow for customizable performance settings and onboard diagnostics. • Gena® Operating System Display – A 7" touchscreen available on some units o Includes customizable widgets displaying key performance metrics-Such as load weight, operating time, and battery charge at a glance. o Dynamic Coaching - This gives interactive performance and safety feedback to the operator in real time. It promotes ongoing training and safety awareness. o Multiple languages support. o Capacity limit alerts o Simplified InfoLink® operator and fleet management integration o Service simplicity – Step-by step calibration, easy to adjust settings, wireless operating system updates. • InfoLink® Operator and Fleet Management – Impact Sensors and Alerts, Inspection Checklists, Safety Reminders, Operator Certification Reminders, Productivity Metrics – Visit https://www.crown.com/en-us/fleet-management/infolink.html • V-Force® Batteries & Chargers o Lithium-Ion Batteries– Available on most electric units. Intelligent battery management system extends life by preventing operation outside of warranted conditions. Full integration into Crown lift trucks, with a lateral charge port for easy access and charging. Works in conjunction with the lift truck's operating system, utilizing the lift truck's on-board display to show discharge levels and event codes. o Lead-Acid Batteries – Available on most electric units. o Modular High Frequency Multi-Voltage Chargers Flexibility for lead-acid or lithium-ion Charge multiple voltages with one charger Compact and lightweight o All V-Force® products are backed by Crown's extensive service and support. Warranty is handled by Crown, not third parties. Visit https://www.crown.com/en-us/v-force-energy-solutions.html for additional information. • Many products also include e-GEN® braking which returns power back to the battery and virtually eliminates brake maintenance. • On-Trac® - traction control is also standard on many lift trucks. This system reduces tire wear and spin and lengthens drive tire life. • Intrinsic Stability System® – Designed to address potential causes of unstable conditions. Standard on many lift trucks. o System Controlled Hydraulic Speeds o Travel Speed Control o Tilt Interlock o Cornering Speed Control o Ramp Speed Control o Hill Hold o Counterweight • Work Assist® Accessories – Crown offers many integrated truck solutions that are designed to make the operator's job faster, easier, and more productive. Items such as storage pockets, shrink wrap holders, mounting brackets etc. Visit https://shop.crown.com/crown/en/Forklift-Parts-And-Accessories/Work-Assist/c/work_assist • Crown manufactured electric motors and engines are specific to the material handling industry. Many competitors use engines derived from the auto or other industries. • Entry Bar® and two presence pedals on stand-up units promotes safety by disabling travel if the operator places their foot outside the compartment. • FlexRide™ Floorboard – Offers shock and vibration protection beyond typical self-adjusting floor. • MonoLift® and MonoMast® mast designs on the RM and TSP series offers best-in-class visibility, stability, and capacity at height. • Operator Assist Options: o DualMode o QPR (QuickPick®) Order Picking Technology o APS (Auto Positioning Assist) o Visit: https://www.crown.com/en-us/automation.html This list is not all-inclusive of our technological advances. Crown is tirelessly developing, investing, and testing new features and technologies to enhance our customer's experience with safety, productivity, and reliability.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	• Crown has a Global management system that includes ISO 9001, 45001 and 14001. Crown is in initial stages of adding ISO 50001 (energy standard) to this system – National Quality Assurance Global Certification Body • Six zero-waste-to-landfill facilities – EPA • Crown has identified all Scope 1 and 2 Greenhouse Gas emissions for all North American manufacturing facilities. In 2024, Crown is working to identify all Greenhouse Gas Emissions for the entire company including Scope 1, 2 and 3. Identification has been accomplished by using emission factors from EPA's AP-42, Compilation of Air Pollutant Emission Factors, Chapter 1, Section 4 for natural gas-fired external combustion sources. • Crown has hired a Director of Sustainability to manage all sustainability direction for the company. • Crown is replacing lead-acid batteries with lithium-ion batteries in its own lift truck fleet. • Crown has a recycling program for Mexico skids that is anticipated to generate over $77,000 in savings. • We use low global warming potential (GWP) refrigerant in our AC units throughout Crown facilities – the refrigerant is 410A. • Crown is using solar panels at our Mexico and China facilities. • Crown has replaced the majority of metal-halide lighting with LED lighting in their manufacturing facilities which has generated a huge amount of energy savings. • More than 570,000 square meters of brownfield space redeveloped	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	• The Ohio EPA has recognized Crown as a three-time recipient of the Environmental Excellence gold-level award in Ohio. • Crown submits to the Ecovadis Platform annually. • We purchase SFI Certified Sourced copy and print paper. • Crown is identifying life cycle analysis of several processes within our facilities (wire harness assembly, stator mfg, engine building as examples) and then evaluating the environmental impacts that are generated from these processes. This identification process is part of each plants' objectives and targets to support their ISO 14001 obligations. • Crown's Encore Certified Renewed Forklift program and our Renewed Components program allows us to recycle 99% of the forklifts and parts in the program.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Crown Equipment is a large business. We work with suppliers that are certified in the below categories: • 28 Certified Small Businesses • 8 Certified Minority Owned • 20 Certified Woman Owned • 3 Certified Veteran Owned	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique features of Crown is that we are a privately held US owned and operated company. Most other companies in the material handling market are publicly traded companies that answer to the stockholders and/or foreign owned. Being privately held has given us stability and the flexibility to make decisions based upon our customer's needs versus always considering the bottom line. For example, most, if not all, MHE providers use plastics throughout their forklifts where it may not always be practical in rough material handling environments. Crown made the decision that steel power unit doors and castings for control handles will be better suited for longevity for our customers. It costs more, but the customer can rest assured that their equipment will be up to the task for years to come. Crown is vertically integrated in the manufacture of our products. This means we manufacture up to 85% of the components in our forklifts. This corresponds to better quality control by allowing us to quickly identify and address concerns as they come up. This includes labor, burden, and process costs at the factory level. This advantage became even more evident during the COVID pandemic when many other manufacturers were unable to source parts due to overseas production interruptions. In addition, more than 65% of our distribution channel is Crown-owned, allowing Crown the ability to control costs at the retail level. The advantage of this, collectively, is Crown's ability to deliver high quality in the form of both products and services at very competitive prices on a global scale. It also ensures that parts are readily available. Crown employees live and work in many of the same areas that Sourcewell's participating entities operate in and serve. This coupled with the quality, safety, and technological advantages of our products make Crown an ideal partner.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Crown offers a variety of standard and supplemental warranties covering our wide range of products. Crown's standard one-year warranty covers most of our products offered against defects in material and workmanship under normal and proper usage to the original purchaser. Highlights are as follows. • Wearable items such as wheels, tires, and light bulbs are covered for 90 days. • Crown shall provide both the labor and parts required to repair. • Batteries, chargers, and attachments not manufactured by Crown will not be covered and may have their own respective manufacturer warranty. • PTH manual pallet jack is not included and has its own warranty. • CB, CD, CG, CGC and CD are not included and have their own warranty. • See document Warranty Statements Page 1. Crown's CB/CD/CG/CGC product warranty covers these products against defects in material and workmanship under normal and proper usage to the original purchaser. Highlights are as follows: • Standard Warranty Period of 12 Months or 2,000 Hours of use. • Drive Train Warranty Period of 24 Months or 4,000 Hours of use. • Oil Cooled Disc Brake Warranty: 60 Months or 10,000 Hours of use. • The battery and third party attachments will not be covered and may have their own respective manufacturer warranty. • See Warranty Statements Page 2. Crown's PTH manual pallet jack has its own warranty which shall remain in effect for 6 months after delivery to the original purchaser. • This includes parts and labor for the first 3 months and parts only during the last 3 months. • See Warranty Statements Page 3. Crown also offers multiple supplementary warranties including but not limited to the following. • e-GEN Braking System – For Crown models equipped with e-GEN braking system for 2 years or 4000 hours parts and labor. See Warranty Statements Page 4. • Access 123 Modules – For Crown models equipped with Access 123 for 3 years or 6000 hours, parts and labor first year and parts only years two and three. See Warranty Statements Page 5. • C-5 Product Warranty – Includes warranties on specific parts from 1 to 5 years with varying hour limitations on items covered with parts. See Warranty Statements Page 6. • Supplemental Power Unit/Fork Weldment Guarantee for WP – Covers parts and labor for one year, and weldment coverage for years two through five. See Warranty Statements Page 7.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our standard 1-year warranty offered on most products does not include an hour limitation. The warranty documentation does indicate conditions when it would not be covered. Typically abuse, wearable items, not performing recommended maintenance etc. I have included our standard warranty in the solicitation. As described in question 47, the CB/CG/CD/CGC, PTH and other supplemental warranties do have hour limitations which are listed above and on the included attachment.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The applicable warranties will cover the Crown authorized branch/dealer for one round trip of travel if a valid claim and within the warranty period. If additional trips are deemed necessary, we have an internal process to approve if necessary and valid.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Crown is not aware of any geographic areas that we may not be able to service in the US and Canada. There may be conditions where an entity may have heightened security restrictions to access the facility, or other out of the normal scope of business conditions that may need to be handled on a case-by-case basis.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties from other manufacturers of items such as third-party attachments will be covered under their warranty and servicing dealers. In some circumstances that may be our branch or dealer. We will assist and guide the customer to the right supplier if not Crown.	*

51	What are your proposed exchange and return programs and policies?	Situations that require a return are extremely rare and occur much less than 1% of the time. Crown does not typically allow returns, but these can be handled on a case-by-case basis depending upon the criteria that initiated the need. Exchanges are also extremely rare. These situations will also be handled on a case-by-case basis and may be considered but it may be based upon trade in value of the item and not purchase price. In either a return or exchange scenario, Crown will in good faith consider all factors before arriving at a decision. Our mutual customer's satisfaction is very important, and we do not take that lightly.	*
52	Describe any service contract options for the items included in your proposal.	Crown dealers and branches offer a variety of service options that cater to our customer's needs. They include, but are not limited to, the following. Time and Material This is ideal for customers that prefer to manage their own repairs. The customer would be responsible for ensuring planned and other needed maintenance is performed. Our dealer/branch would be utilized at time and material if needed and billed when service is rendered. Planned Maintenance Program This program covers all the essentials and the basic maintenance that should be performed to help ensure that a lift truck's functions and features operate as intended. When our dealer/branch perform this regular interval maintenance, any items outside of the planned maintenance program would be quoted and billed at time of needed repair. Full Maintenance Program Crown's Full Maintenance program covers both planned and routine maintenance for the customer's peace of mind. It covers all unscheduled maintenance, repairs due to normal truck operation, and planned maintenance. It does not cover wearable items or abuse. Those items would be billed separately when needed. Complete Maintenance Program Covers all planned and routine maintenance, repairs due to normal truck operation, misuse and abuse up to $500 or less per incident, and wearable items. This is the most complete maintenance option. All the maintenance options can have the battery and charger maintenance optioned out with them. The maintenance program pricing may be dependent upon region and hour usage. These would be quoted as a line-item option to the customer at time of quote. Please visit https://www.crown.com/en-us/service-parts/integrity-service.html for additional information.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Crown's standard payment terms are Net 10. For Sourcewell's participating entities we will be offering extended payment terms of Net 30. Payment methods accepted by our dealers/branches may include ACH, P-card (additional charges may apply), checks, money orders, and possibly cash for smaller orders such as parts.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Crown Equipment Corporation has internal and external funding sources through partnership agreements. Crown Credit Company provides financing for short and long-term leasing options. Additionally, Crown's worldwide operating companies have regional and local financing sources. Crown does offer a program to purchase and lease back new and existing equipment. This program can include maintenance. This type of arrangement is predicated upon replacing equipment with Crown supplied equipment. Independent dealers may have their own leasing and financing options that can include third party funding sources. In the event of a finance or lease option, Crown will review the documentation to ensure that the rates were based upon the discounted price.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Crown will be including our standard terms and conditions to our proposal. Please reference FORM_OF04859_Terms and Conditions of Sale (Rev. 05-22).pdf. When independent dealers are involved, they may include their own terms and conditions which will be included when quoting participating entities. Additionally, branch and independent dealer locations may include additional terms and conditions regarding items such as service agreements, leasing, and financing which may come from third parties. These would be included when quoting.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Crown's wholly owned branch network will be able to accept P-card and currently the fee of using this service is 2.5% where local laws and regulations permit it. This fee is subject to change. The majority of Crown's independent dealer network will be able to accept a P-card payment. The fee for procurements through independent dealers may range from 0-4%.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Crown desired to differentiate ourselves while adding the most value possible to Sourcewell and their participating entities. To achieve this, we began by determining the most common specifications/options for each model in Class I-V products that we currently offer. We then used that as a basis for what we would offer on our submission. Depending upon model, this may include truck, normally optional items, a battery, charger, and basic dealer prep. With this approach we were able to offer a unique real-world unit to Sourcewell participating entities with deep additional savings of upwards of 30%. This was achieved in part due to the common specifications and parts that we regularly offer. This pricing model also ensures that the Sourcewell participating entities can easily identify all items included in their contract price with no surprises. It also gives Crown the flexibility to potentially offer online purchasing options for Sourcewell participating entities and to have specific marketing collateral. Please see attached document “Price Structure – Sourcewell 2024” which indicates the additional savings off standard pricing offered to Sourcewell.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Crown has offered additional savings from standard discounted pricing which ranges from 4% to 30%.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Crown is offering very aggressive discounting in our proposed pricing strategy with the anticipation of considerable overall volume with a Sourcewell contract. However, with the knowledge that we can always offer lower pricing to Sourcewell participating entities, we will consider additional individual order volume discounts when reasonable with our dealers and branches.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Any “open market” items not included in this proposal, will be listed as line item(s) by the branch or dealer at time of quotation.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our pricing matrix includes a standard pre-delivery inspection and basic installation. This may assume that equipment be furnished by the entity’s site for assembly (standing up a unit, installing a battery) when needed and that there are no abnormal conditions for setting up the equipment. Although rare, installation may have additional cost if the entity does not have equipment available to assist, in which case we may have to rent a crane, forklift, or other equipment. Another example, if a customer has unusual conditions to get the unit into the facility such as extremely low door heights or tight dock conditions, there may also be additional costs. This is not all inclusive of possible scenarios that may require additional installation costs. Any costs outside of the normal pre-delivery inspection and installation process will be quoted as a line item to the customer by the branch/dealer.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is an additional cost to the Sourcewell participating entity that will be quoted by the branch or dealer. Crown utilizes many carriers and logistics companies to ensure our customers gets the best price possible for freight. Freight may go direct to the customer’s site if they have a full dock that a semi-truck and trailer could utilize, or it may first go to the branch/dealer location and then delivered on a rollback or similar truck. A Sourcewell participating entity may also have the option to arrange their own freight from our factory locations at no charge; provided the carrier meets certain requirements	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Crown and our respective dealers have freight forwarders that we work with regularly that handle Alaska, Hawaii, and Canada. Some participating entities may choose to use their own freight forwarders and that can be accommodated as well. These costs will be quoted to the customer as line items.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crown regularly has freight going throughout the US and Canada. We consolidate many of these loads at our factories and ship them to regional facilities. We also utilize rail for many west coast consolidated loads. This saves money on freight for Crown and the customer. Thanks to our extensive dealer/branch network, we can also drop ship products to customers that may not have a dock available.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	As described in Table 11 and Table 12, Crown has taken close consideration to create a unique packaged product that will meet the needs of the most users. This allowed us to offer deeper discounts than what is typical due to the commonality of specs and parts being used. This approach enables flexibility if needed, but by design ensures an easy to understand and maintain pricing guide for the participating entities and Crown dealers/branches.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Crown plans to ensure dealer/branch adherence of the contract by using our internal systems. To ensure compliance, Crown will be paying the administrative fee from our corporate headquarters. In order to obtain the special pricing we have offered, dealers/branches will have to input the correct discount code when entering the order. This will require a quote, and a signed purchase order from the customer. We will review the order to ensure it is placed with the correct pricing and contractual terms prior to acceptance. This will allow us to quickly view all Sourcewell orders via a system generated report. Previously mentioned training will also be used to ensure the dealers/branches are utilizing and adhering to the contract. Dealers and branches may also be required to complete quarterly reports indicating sales to Sourcewell participating entities to check any discrepancies with our system. There will be no penalty or disadvantage for the dealer/branch to report Sourcewell sales since Crown headquarters is paying the administrative fee. Any orders discovered that did not follow the contract or pricing will be addressed and corrected. Crown also requires the name of a customer to place an order in our system or to register a user for warranty. Crown plans on reviewing order and warranty records as another way of determining compliance and auditing. This will be used for educational purposes as well. For example, if a dealer sold a unit to a local school entity but did not utilize Sourcewell it will be a chance to inform them of the benefits of using the contract in the future.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Crown plans to begin by developing primary objectives to formulate a KPI. This will serve as the basis to create quantifiable metrics to gauge success. This may include, but may not be limited to: • Monthly, Quarterly, and Annual Reports. • Reports may include specific products, regions, and individual dealers/branches/salesperson. • Relevant information from reports may be shared with various departments such as regional sales managers, upper management, dealers/branches, marketing, and training. • The Government Sales Department will act as a project manager to help interpret and guide efforts of each area to achieve Crown's strategic objectives. • This will help each area understand resource allocation for marketing efforts and training by highlighting success and underperformance. • Additionally, surveys may be utilized and sent to our dealers/branches. This may assist in determining future additions to the contract, overall knowledge/adoption/training, marketing success/failures, and general feedback.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Crown will offer 1.5% of the purchase price less freight, taxes (as applicable), and additional items not covered by the contract.	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Crown has offered Class I, II, III, IV and V products in our proposal. This includes, manual pallet jacks, walkie and rider pallet trucks, tow tractors, walkie stackers, order pickers, turret trucks, reach trucks, deep reach trucks, and cushion/pneumatic forklifts. Electric, propane and diesel options are offered. Capacities ranging from 2,000 lb to 36,000 lb are represented. Crown can also offer additional services and products including, but not limited to: 1. Operator and Fleet Management Service – InfoLink®: Visit https://www.crown.com/en-us/fleet-management/infolink.html 2. Lithium-Ion Battery & Charger Solutions – Visit https://www.crown.com/en-us/batteries-and-chargers/lithium-ion-battery.html 3. Site Surveys (Typically No Charge) 4. Fuel Cell Options 5. Battery and Charger Tracking – Visit https://www.crown.com/en-us/v-force-energy-solutions.html 6. Maintenance Options – Visit https://www.crown.com/en-us/service-parts/integrity-service.html 7. Operator and Technician Training Options – Visit https://www.crown.com/en-us/safety-training.html 8. FleetSTATS® Fleet Management System – Visit https://www.crown.com/en-us/fleet-management/fleetstats.html 9. Semi and Fully Automated Products a. Dual-Mode (Fully Automated or Operator Ran): Visit https://www.crown.com/en-us/automation/dualmode.html b. QuickPick Rapid: Visit https://www.crown.com/en-us/forklifts/quickpick-order-picker.html c. APS for Turret (Auto Positioning System): Visit https://www.crown.com/en-us/forklifts/man-up-order-pickers/tsp-turret-stockpicker.html 10. Future Technologies – Crown is always developing and testing technologies that will be available soon to complement our offering to Sourcewell. 11. Crown is in the final stages of releasing a 5K-6K pneumatic electric unit and additional diesel units up to 55K capacity. Crown plans on updating Sourcewell to add these if awarded.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories offered are as follows. • Class I: Stand-Up Counterbalance, Sit Down Counterbalance (3 and 4-Wheel Options), Cushion and Pneumatic Tire. • Class II: Narrow Aisle, Moving Mast Sit-Down Reach Truck, Stand-Up Rider Reach Truck, Double Deep Reach Truck, High-Level Order Picker, Very Narrow Aisle Turret Truck. • Class III: Low-Level Order Picker, Order Picker with Auxiliary Mast, Center-Control Pallet Truck, Walkie Rider Pallet Truck, Rider Pallet Truck, Tow Tractor, Fork Over Pallet Stacker, Walkie Straddle Stacker, Walkie Reach Stacker, Walkie Counterbalanced Stacker, Electric Pallet Jack, Work Assist Vehicle. • Class IV: Small, Mid and Large Capacity Internal Combustion, Propane, Cushion Tire, Box Car Special. • Class V: Small, Mid and Large Capacity Internal Combustion, Propane or Diesel, Pneumatic Tire.	*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Class I: Electric Motor Rider Trucks	◉ Yes ○ No	CB – 8,000 to 10,000 lb Sit-Down Counterbalance FC – 4,000 to 6,500 lb 4-Wheel, Sit-Down Counterbalance RC – 3,000 to 4,000 lb Stand-Up Counterbalance SC – 3,000 to 4,000 lb 3-Wheel, Sit-Down Counterbalance SCF – 3,500 to 4,300 lb 4-Wheel, Sit-Down Counterbalance	*

72	Class II: Electric Motor Narrow Aisle Trucks	(•) Yes ( ) No	ESR – 3,000 to 4,500 lb Sit-Down Reach Truck RR – 3,500 to 4,500 lb Stand-Up Reach Truck RD – 3,200 lb Stand-Up Double Reach Truck RM – 4,500 lb MonoLift Mast Reach Truck RMD – 4,500 lb MonoLift Mast Double Reach Truck SP – 1,500 to 3,000 lb High-Level Order Picker TSP – 3,300 Very Narrow Aisle Turret Truck	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	(•) Yes ( ) No	ES – 3,500 lb Fork Over Pallet Stacker GPC – 6,000 lb Low-Level Order Picker M – 2,000 lb Walkie Stacker MPC – 2,600 lb Order Picker with Mast PC – 6,000 and 8,000 lb Center-Control Pallet Truck PE – 6,000 and 8,000 lb Walkie Rider Pallet Truck PR – 6,000 & 8,000 lb Rider Pallet Truck PW – 6,000 and 8,000 lb Heavy-Duty Walkie Pallet jack RT – 4,500 lb Rider Pallet Truck TR – 10,000 lb Tow Tractor SH – 4,000 lb Heavy Duty Walkie Straddle Stacker SHC – 2,500 to 4,000 lb Heavy Duty Counterbalance Walkie Stacker SHR – 2,500 to 3,500 lb Heavy Duty Walkie Straddle Reach Stacker ST – 2,500 lb Walkie Straddle Stacker SX – 3,000 & 4,000 lb Walkie Straddle Stacker WP - 4,500 lb Electric Pallet Jack WAV – 200 lb Man Up Work Assist Vehicle	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	(•) Yes ( ) No	C5C – 4,000 to 6,500 lb Internal Combustion Cushion Tire LPG Forklift CGC – 3,000 to 4,000 & 8,000 to 12,000 lb Internal Combustion Cushion Tire Forklift	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	(•) Yes ( ) No	C5P – 4,000 to 6,500 lb Internal Combustion Pneumatic Tire LPG Forklift CGP – 3,000 to 4,000 & 8,000 to 15,500 lb Internal Combustion Pneumatic Tire Fortlift C5D – 5,000 & 6,500 lb Pneumatic Diesel, Internal Combustion Truck CD – 8,000 to 36,000 lb Pneumatic Diesel, Internal Combustion Truck	*
76	Class VI: Electric and Internal Combustion Engine Tractors	( ) Yes (•) No	Not Available	*
77	Class VII: Rough Terrain Forklift Trucks	( ) Yes (•) No	Not Available	*
78	Container Handlers (Reach stackers, loaded or empty container handlers)	( ) Yes (•) No	Not Available. Some of our Class V CD series trucks can be outfitted with attachments that can handle containers. Some of these are also used by customers today with containers that have fork pockets.	*

79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	(•) Yes ( ) No	We offer many different attachments that can be used in applications that have special needs. This may include, but not limited to, carton clamps, layer pickers, bale clamps, fork extensions, drum clamps, sideshifters and fork positioners. There are numerous customizable attachments and accessories that can be offered.	*
80	Related services complementary to the offering of the solutions described in Sections 71-78 above	(•) Yes ( ) No	Crown has offered our PTH manual pallet jack line which does not have a specified class. We also offered lead-acid batteries and chargers included on all electric units. Crown offered optional V-Force lithium-ion battery and charger pricing. As indicated previously, we also offered Infolink operator and fleet management service and FleetSTATS fleet management options for the Sourcewell eligible entities. Other items such as service will be line-itemed at time of quote given the number of variables such as geographic location, hours, and model.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

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

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

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

- Pricing - Price Structure - Sourcewell 2024.pdf - Thursday May 23, 2024 14:12:59
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - Crown Equipment Marketing Samples.pdf - Thursday May 23, 2024 11:33:14
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Statements.pdf - Monday May 20, 2024 14:23:39
- Standard Transaction Document Samples - FORM_OF04859_Terms and Conditions of Sale (Rev. 05-22).pdf - Monday May 20, 2024 13:51:09
- Requested Exceptions - Contract_Template_Forklifts_RFP_053024 Crown mkd 5.16.24 (002).docx - Monday May 20, 2024 13:51:19
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

○ **Yes** ◉ **No**

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

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

File Name	**I have reviewed the below addendum and attachments (if applicable)**	**Pages**
Addendum_2_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	☑	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	☑	1

AMENDMENT #1
TO
CONTRACT # 053024-CRO

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Crown Equipment Corporation** (Supplier).

Sourcewell awarded a contract (053024-CRO) to Supplier to provide Forklifts, Lift Trucks with Related Products and Services (Contract).

Supplier requests to update the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

The Response in Line 58 of Table 11: Pricing and Delivery, is deleted in its entirety and replaced with:

> Crown has offered additional savings from standard discounted pricing which ranges from 1% to 30%.

Except as amended, the Contract remains in full force and effect.

Sou
Signed by:
Jeremy Schwartz
C0FD2A139D06489...
By: ___
Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 12/29/2025 | 2:21 PM CST

Cro **on**
DocuSigned by:
NATHAN BREWER
FDCF280B5569450...
By: ___
Nathan Brewer
National Accounts Manager - Govt Sales

Date: 12/29/2025 | 10:10 AM EST

Resolution No. 26-103

Introduced in Council: September 8, 2026

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 26-103 – Authorizing the Mayor or City Manager to purchase a new AT40-G Bucket Truck on a 2027 Ford F550 Regular Cab Chassis from Altec Industries, Inc. for the City of Charleston Traffic Department, in the amount of $176,655.00, to replace the Traffic Division’s 712/299 Bucket Truck in the regular replacement cycle, where the price was determined pursuant to a competitively sourced Sourcewell contract.

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

That the Mayor or City Manager is authorized to purchase a new AT40-G Bucket Truck on a 2027 Ford F550 Regular Cab Chassis from Altec Industries, Inc. for the City of Charleston Traffic Department, in the amount of $176,655.00, to replace the Traffic Division’s 712/299 Bucket Truck in the regular replacement cycle, where the price was determined pursuant to a competitively sourced Sourcewell contract.

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

CITY OF CHARLESTON

Purchase Request

To Replace Traffic Dept 712/299 Bucket Truck.

Date: 8-12-26

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: A new AT40-G Bucket Truck on a 2027 Ford F550 Reg cab Chassis off Sourcewell Contract #091125-ALT

Purchase justification: This is on its regular replacement cycle off the FY-2026-2027 Budget Year

If approved, the total purchase price will be: $176,655

(Check One)

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

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

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

1. Altec Industries Price Quote: $176,655

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: ______________________

AND

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

OR

☑ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with Altec Industries because:

This is getting purchased off the Sourcewell Contracts Contract# 091125-ALT

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

ITEM A (For Sole Source Procurements ONLY)

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

____

____

____

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

(*Name & Phone Number*)______________________

REQUESTOR'S DECLARATION

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

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

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

____

Request Submitted By: ________________ Department: Equipment Mainten

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

****

Funds Approval: ________________________ Date: ____________
Authorized Financial Officer

Account Number: ____

City Manager Approval: ____________________________ Date: ________________

3

Altec Industries, Inc.

Quote Number: 2080296
Opportunity Number: 26211673
Sourcewell Contract #: #091125-ALT
Date: 8/7/2026

Quoted for: City of Charleston
Quoted by: Kade Fulkerson
Altec Account Manager: Eric Hudanick

(A.) REFERENCE ALTEC MODEL			QTY	Sourcewell Price
	AT40-G	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1	$185,967

(A.1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	INBOUND-57	Inbound Freight	1	$918
2	INVERTER-2000W	Inverter with Minimum 2000W 120V @ 16A Pure Sine Wave Output, Hardwired to Outlets and 12VDC Input. Features Include Surge Ratings at 300 Percent for 1 ms, 200 Percent for 100 ms and 2/0 AWG 12V Wiring.	1	$3,196
3	SL	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	1	$342
4	120V GFCI	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure	1	$342
5	CH-POST	Cone Holder, Post Style	1	$229
6	TOOL46	TOOL TRAY. Fiberglass, Clips to inside of Platform With or Without Liner 19x8 with brackets.	1	$164
7	SP	Scuff Pad, 24" x 30", No Step (For use with Platform Liner)	1	$155

SOURCEWELL OPTIONS TOTAL: $5,346

(B.) OPEN MARKET ITEMS *(Customer Requested)*

1	BODY & CHASSIS ACC	7 Way Trailer Receptacle Pin Type	1	$318
2	BODY & CHASSIS ACC	Traffic Cones	6	$313
3	CHASSIS	Chassis pricing outside of Standard Sourcewell Contract	1	-$8,155
4	BODY	Body pricing outside of Standard Sourcewell Contract	1	-$1,071
5	MODEL YEAR	Altec Model Year Adjustment	1	-$7,653

OPEN MARKET OPTIONS TOTAL: -$16,248

DELIVERY: $1,590

TOTAL FOR UNIT/BODY/CHASSIS: $176,655

****Pricing valid for 45 days****

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.
PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard

Solution #: SOL-568-2
Configured Product #: CP-724
Quote #: 2080296
Quote Date: 08-07-2026
Valid Through: 12-31-2026

Customer:
CITY OF CHARLESTON
Customer Contact:
Kevin Oxley
Altec Account Manager:
Eric.Hudanick@altec.com

Ship To Customer & Address:
CITY OF CHARLESTON
ALTEC/CREEDMOOR 1550 AERIAL AVE
CREEDMOOR
NC
27522

Bill To Customer & Address:
CITY OF CHARLESTON
1100B PENNSYLVANIA AVE
CHARLESTON
WV
25302

Unit

Item	Description	Units	Qty
1.1	AT40G Unit Model	EA	1
1.2	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom. A.ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted. B.Hydraulic platform leveling system. C.Hydraulic tool circuit at the platform. D.Emergency lowering valve at the platform. E.Single handle control at the platform with a safety interlock system. F.Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com G.Working height: 45.6 feet H.Side reach: 29.7 feet I.Low-power fiber-optic control system (FOC-L). J.Continuous rotation	EA	1
1.3	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	EA	1
1.4	Post style pedestal mounting	EA	1
1.5	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	EA	1
1.6	Platform Leveling At Lower Controls. AT40-G	EA	1

1.7	Two (2) Platform Steps	EA	1
1.8	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	EA	1
1.9	Platform liner for a 24 x 30 x 42 inch platform	EA	1
1.10	4-Function Single Handle Fiber-Optic Controller.	EA	1
1.11	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	EA	1
1.12	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System, 12VDC (AT40G)	EA	1
1.13	Powder coat unit Altec White.	EA	1

Unit & Hydraulic Accessories

Item	Description	Units	Qty
2.1	Scuff Pad, 24" x 30"	EA	1
2.2	360 Polyurethane tool tray (19 x 8 x 8), includes brackets for attaching to platform.	EA	1
2.3	Hydraulic Oil, HVI-22 with Ultraviolet Dye (Standard)	EA	9
2.4	Hot Shift/Clutch Shift PTO with Electric Over Hydraulic Shift Engagement, and Standard Hydraulic Pump	EA	1
2.5	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	EA	1

Body

Item	Description	Units	Qty
3.1	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	EA	1

A.Basic body fabricated from A40 grade 100% zinc alloy coated steel
B.All doors are full, double paneled, self-sealed with built-in drainage.
C.Stainless steel hinge rods extend full length of door.
D.Door hinges are zinc alloy material attached with rivets
E.All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.
F.Heavy-gauge welded steel frame construction with smooth galvaneal floor.
G.Possible contact edges are folded for safety.
H.Door header drip rail at top for maximum weather protection.
I.Neoprene or rolled fenders on wheel fender panels.
J.Steel treated for improved primer bond and rust resistance.
K.Automotive underseal applied to body.
L.Automotive type non-porous door seals fastened to the door facing.
M.108 Inch Body Length
N.40 Inch Body Height (Standard)
O.94 Inch Body Width (Standard)
P.20 Inch Body Compartment Depth (Standard)
Q.8 Inch Body crossmembers (Standard)
R.No Treadplate On Compartment Tops
S.6 Inch tall wooden tailboard installed at the rear of body cargo area
T.Stainless Steel Rotary Paddle Latch With Lock (Standard)
U.Master Body Locking System (Standard)
V.One (1) wheel chock holder installed in fender panel on each side of body.
W.Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)
X.Chains On Horizontal Doors
Y.Hotstick shelf extending full length of body on Curbside.
Z.Drop-Down Hot Stick Door For One (1) Shelf (Right Side)
AA.Two (2) Hot Stick Brackets
AB.1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers
AC.1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers
AD.Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks
AE.1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall
AF.1st Horizontal Curbside (RH) - Vacant
AG.Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers
AH.One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments
AI.38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.

Body and Chassis Accessories

Item	Description	Units	Qty
4.1	Platform to be Side Stowed	EA	1
4.2	Platform Rest, Rigid with Rubber Tube, 24 Inch	EA	1

4.3	Boom Rest for Telescopic Unit, Cargo Area Mounted	EA	1
4.4	Slope Indicator Assembly for Machine without Outriggers	EA	1
4.5	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge), Includes Pouch and Placards, Single Harness, Small Chassis	EA	1
4.6	5 LBS Fire Extinguisher, Class ABC, Type 3-A:40-B:C	EA	1
4.7	Fire Extinguisher Location: Installed in Streetside 1st Vertical Body Compartment	EA	1
4.8	Triangular Reflector Kit (Contains 3 Reflectors) Shipped Loose	EA	1
4.9	Traffic Cone Orange, 15.25 L x 15.25 W x 28 H	EA	6
4.10	Post Style Cone Holder (Holds up to four 15 x 15 large cones) Mounted SS Rear of Tailshelf as Close to the Body as Possible	EA	1
4.11	Rock Guards, Lexan	EA	1
4.12	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred)	EA	1
4.13	Set of Safety Chain Eye Bolts	EA	1
4.14	Combo Pintle/ball hitch, 2" ball, T60 pattern, 16000 lbs MGTW	EA	1
4.15	Underride Protection Bumper	EA	1
4.16	Install Counterweight as Needed	EA	1
4.17	Front Torsion Bar	EA	1
4.18	Rear Torsion Bar	EA	1
4.19	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	EA	1
4.20	Polyethylene Boom Saddle Support, Wide	EA	1

Electrical Accessories

Item	Description	Units	Qty
5.1	Install Remote Engine Start/Stop and Secondary Stowage Systems in Final Assembly (Switches at Unit Controls ONLY, No Switches Below Rotation)	EA	1
5.2	Multi-Tone Backup Alarm	EA	1
5.3	Install Chassis (OEM) Supplied Backup Camera in Final Assembly - Mount on or below rear face of body	EA	1
5.4	Trailer Receptacle (Primary), 7-Way, Pin Type, Installed Streetside	EA	1
5.5	Altec Standard Trailer Plug Wiring	EA	1
5.6	Lights and Reflectors in Accordance with FMVSS 108 (Complete LED)	EA	1
5.7	Adhesive Strip Lighting, LED, Installed Around Top And Sides Of Compartment Door Facings In Body (Installed At Final Assembly)	EA	6
5.8	Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab	EA	1
5.9	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) (Permit May Be Required)	EA	1
5.10	Strobe Lights Wired Battery Hot	EA	1
5.11	Inverter with Minimum 2000W, 120V @ 16A, Pure Sine Wave Output, Hardwired to Outlets and 12VDC Input. Features Include Surge Ratings at 6000W for 1ms, 4000W for 0.1s and 2/0 AWG 12V Wiring.	EA	1
5.12	Inverter Wired Battery Hot with Switch Near the Inverter	EA	1
5.13	No Auxiliary Batteries Required	EA	1
5.14	Note: Battery hot accessories are not preferred on Altec installed components. Parasitic amperage draw or extended amperage draw can lead to engine no-starts and lessen the lifespan of the chassis batteries.	EA	1
5.15	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure - One (1) Mounted with Inverter - One (1) Mounted CS Rear of Body	EA	2

5.16	Ford F-series Upfitter Switches (Supplied with Chassis)	EA	1
5.17	Lower Boom Out of Stow Indicator	EA	1
5.18	PTO Indicator Light (LED) Installed in Cab	EA	1
5.19	Power Distribution Module (PDM-6A) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system using the AXIS Service Interface.	EA	1
5.20	One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle	EA	1
5.21	Electrical Accessories	EA	1

Finishing Details

Item	Description	Units	Qty
6.1	Powder Coat Unit Altec White	EA	1
6.2	Altec Applied Undercoating (In Addition to Standard Body Undercoating) (Not Under Chassis Cab)	EA	1
6.3	Finish Paint Body Accessories Above Body Floor Altec White	EA	1
6.4	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	EA	1
6.5	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	EA	1
6.6	Safety and Instructional Decals English	EA	1
6.7	Vehicle Height Placard Installed In Cab DEPS 002	EA	1
6.8	HVI-22 Hydraulic Oil Placard	EA	1
6.9	Dielectric Test Unit According to ANSI Requirements	EA	1
6.10	Stability Test Unit According to ANSI Requirements	EA	1

6.11	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	EA	1
6.12	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	EA	1
6.13	Indicator Light Placard	EA	1
6.14	AT40G FA Installation	EA	1
6.15	Focus Factory Build	EA	1
6.16	Stock Unit	EA	1
6.17	Delivery Of Completed Unit	EA	1
6.18	Inbound Freight	EA	1
6.19	Stock Unit Sold To Customer	EA	1

Chassis

Item	Description	Units	Qty
7.1	Altec Supplied Chassis	EA	1
7.2	Altec Stock Chassis	EA	1

A.2027 Model Year
B.Ford F550
C.Class V (16,001-19,500 LBS)
D.Chassis Color - White
E.Regular Cab
F.4x2
G.60 Clear CA (Round To Next Whole Number)
H.145 Wheelbase
I.18,000 LBS GVWR
J.6,500 LBs Front Axle Rating
K.13,660 LBs Rear Axle Rating
L.Ford 6.7L Power Stroke Diesel
M.Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)
N.Ford E/F250-550 Single Horizontal Right Side Exhaust
O.98R - Operator Commanded Regeneration (OCR)
P.50-State Emissions
Q.Clean Idle Certification
R.No Idle Engine Shut-Down Required
S.Hydraulic Brakes
T.Park Brake In Rear Wheels
U.Ford 40 Gallon Fuel Tank (Rear)
V.Ford 7.2 Gallon DEF Tank (Mid Mount)
W.63C - Aft Axle Frame Extension
X.Power Door Locks
Y.Power Windows
Z.Power Mirrors
AA.Keyless Entry
AB.Bluetooth
AC.Cruise Control
AD.Block Heater
AE.Snow Plow Package
AF.Backup Camera

Additional Pricing

Item	Description	Units	Qty
8.1	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	EA	1

Fleet Services

Item	Description	Units	Qty
9.1	Ext Warranty, Travel, Labor, Material and Expense, 5 Year Total (4 Year Extended), Category 2	EA	1

Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on wwww.altec . com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

Sourcewell

MASTER AGREEMENT #091125
CATEGORY: Public Utility Equipment with Related Accessories and Supplies
SUPPLIER: Altec Industries, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 9, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 091125 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Public Utility Equipment with Related Accessories and Supplies including, but not limited to:
      a. Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):
         i. Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.;
         ii. Digger derricks;
         iii. Cable placing, pulling, and tensioning equipment; and,
         iv. Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers.
      b. Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 1. a. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

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

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

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

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Altec Industries, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Brooklyn Russell 1F0625CF2D724D8...
By: ________________________	By: ________________________
Jeremy Schwartz	Brooklyn Russell
Title: Chief Procurement Officer	Title: Contract Specialist
Date: 4/7/2026 | 12:54 PM CDT	Date: 4/7/2026 | 9:25 AM PDT

RFP 091125 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Altec Industries, Inc.
Does your company conduct business under any other name? If yes, please state:	Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service
Address:	210 Inverness Center Dr. Birmingham, AL 35242
Contact:	Brooklyn Russell
Email:	contractmanagement@altec.com
Phone:	270-699-1021
HST#:	

Submission Details

Created On:	Wednesday July 30, 2025 11:34:18
Submitted On:	Tuesday September 09, 2025 14:10:15
Submitted By:	Brooklyn Russell
Email:	contractmanagement@altec.com
Transaction #:	4cd15de1-fed6-46ca-a167-1226bbf29c26
Submitter's IP Address:	147.243.202.210

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Altec Industries, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Altec Capital Services Altec Service Altec NUECO Altec Sentry Altec Supply A Aerial Altec Fenex Altec Teupen Altec Air	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1CER8	*
5	Provide your NAICS code applicable to Solutions proposed.	333120 Construction Machinery Manufacturing 423830 Industrial Machinery and Equipment Merchant Wholesalers 811310 Commercial and Industrial Machinery and Equipment Repair & Mtce 332999 All Other Miscellaneous Fabricated Metal Product Manufacturing 335999 All Other Miscellaneous Electrical Equipment and Component Manufacturing 333999 All Other Miscellaneous General Purpose Machinery Manufacturing 532120 Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing 532412 Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing 423110 Automobile and Other Motor Vehicle Merchant Wholesalers 423140 Motor Vehicle Parts (Used) Merchant Wholesalers 441229 All Other Motor Vehicle Dealers 441310 Automotive Parts and Accessories Stores	
6	Proposer Physical Address:	Altec Industries, Inc. 210 Inverness Center Drive Birmingham, AL 35242	*
7	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/ https://www.altec.com/products/teupen-backyard-lifts/ https://www.altec.com/products/altec-fenex https://www.altecair.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Brooklyn Russell Contract Specialist brooklyn.russell@altec.com 270-699-1021	*

9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooklyn Russell Contract Specialist brooklyn.russell@altec.com 270-699-1021	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	contractmanagement@altec.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc., Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Service, Altec Spray Equipment, Altec Fenex and Altec Air. We deliver products and services in more than 100 countries throughout the world. Please see 'Company Information - Altec Subsidiary Information - 2025' for an overview. Since 1929, Altec has been a company committed to excellence in the industry of Public Utility Equipment. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture, and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): · Customer first · Enjoyment of work · Family · Financial stability · Integrity · People are our greatest strength · Quality · Spiritual development · Teamwork	*
12	What are your company's expectations in the event of an award?	In the event of an award, Altec's expectations are centered around partnership, performance, and impact. We aim to: - Strengthen our collaboration with Sourcewell and its network by actively participating in cooperative purchasing programs and aligning our solutions with their evolving needs. - Expand our presence within government business sectors by delivering industry-leading hydraulic equipment and support services tailored for public agencies. - Build long-term trust through consistent product reliability, responsive customer service, and transparent communication with Sourcewell members. - Position ourselves as the preferred supplier, known not only for quality and innovation, but also for our proactive engagement in solving operational challenges faced by member agencies. Our commitment goes beyond sales; we view this award as a shared opportunity to foster enduring relationships, support public sector excellence, and contribute meaningfully to Sourcewell's mission.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 96 years (since 1929) under the same family ownership. As a privately held organization, we do not provide detailed financial information. However, we have attached a letter to be to provide further insight into our company's financial strength and stability to provide for and support our customers. Please reference 'Financial Strength Letter-2025'.	*
14	What is your US market share for the Solutions that you are proposing?	Altec maintains a market share of approximately 70% for our core products and a market share of approximately 30% for non-core products. Altec is always focused on ways to continue to better serve our customers.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Altec holds a Canadian market share of approximately 20%.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Altec Industries, Inc. affirms that neither it nor any identified Responsible Party has filed for or been involved in any bankruptcy proceedings, whether current or completed, within the past seven (7) years. Furthermore, Altec acknowledges its obligation to notify Sourcewell in writing should it enter into any bankruptcy proceeding at any time during the pendency of this RFP evaluation.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec operates as a manufacturer with a dedicated direct sales force, comprised entirely of Altec employees. Our team provides comprehensive coverage across all 50 states, Canada, and more than 100 countries worldwide. Similarly, our service force, including both mobile service and service center personnel, consists exclusively of direct Altec employees. As a company, we specialize in direct sales, service, and manufacturing, and do not utilize a dealer network. For further details, please refer to the attached documents: "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations."	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). Altec is ISO 9001:2015 certified for Technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures, the final assembly of utility equipment, and the production of aerial devices and digger derricks at Altec's Main campus located at 2106 Riverside Rd, 5001 E. 36 Hwy, and 5030 E. 36 Hwy, Saint Joseph, MO. • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures, electronic components, and final assembly at 1009 Vernon Rd, Wathena, KS. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. Please see attached 'ISO Cert Memo'. Employees at all Altec's manufacturing facilities hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses. Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. Altec Industries, Inc. can provide certification for equipment operators through our Sentry training program. Altec employees hold Motor Vehicle Dealer Licenses in each state where applicable. All facilities employ the Altec Production System which features the Kanban system of lean manufacturing.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Altec has never been suspended or disbarred.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	- Occupational Health & Safety Industrial Hygiene Award for Mobile Apps: Altec Sentry Microlearning in 2023. - Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. Altec has been recognized as supplier of the year for each year 2020-2022.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Less than 10% of our sales are to the government.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1% of our sales are to the education sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell Contract under Altec Industries, Inc. - 110421-ALT: Anticipated AVG ~$70+MM Sourcewell Contract under Global Rental - 040924-ALT: AVG ~ $26MM Sourcewell Contract under JJ Kane - 111424-JJK: estimated $800,000+ annually Commonwealth of Pennsylvania (Co-Stars): Over $1MM Michigan MI Deal: Over $1MM State of Maryland PA: Over $1MM	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over $5MM annually. We also hold two DLA contracts with similar combined volume	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power (Member # 40257)	Dennis Luker	818-771-3616	*
Broward County	Bernalt Velasquez	305-794-2051	*
Fayetteville Public Works Commission Account #47197	John McColl	910-237-0865	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Altec maintains a direct sales force of over 200 professionals committed to serving government and commercial clients within their designated territories. These territories are strategically assigned according to customer density, and our representatives reside within their regions to ensure comprehensive support. Our Account Managers focus exclusively on engaging with customers, providing consultation, and addressing client requirements. The products outlined in this RFP are central to our clients and industry, enabling our Account Managers to deliver specialized expertise to Sourcewell members regarding product advantages and applications. Altec's Sourcewell contract is the preferred channel for serving our government clients. Additionally, there is a clear distinction between our sales and service operations, ensuring no functional overlap.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Altec is a factory direct sales and service company. Altec does not use dealer nor distributor networks. The only authorized sellers of Altec equipment are Altec Inc. subsidiaries.	*
28	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 50 Service Centers located throughout the United States, Canada and Puerto Rico staffed with over 400 shop technicians. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 300 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers. Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process where Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com or through Buy Sourcewell. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Mangers will be available via their cell phones and email whenever needed, and during periods of natural disaster, Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Altec proposes to service all Sourcewell members.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be additional shipping cost when a machine needs to travel via Ocean Freight.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Altec proposes to service all Sourcewell members including nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcewell marketing plan will include the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcewell eligible customers present, Altec will bring a vehicle (when permitted) and display Sourcewell promotional material such as flags and flyers. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached 'SW Value Flyer,' Capital Sourcewell Flyer', and 'Sourcewell Trifold'. In addition to these print materials, online materials such as 'Website Article Example' and 'Altec Sourcewell Website Page'. Our Account Managers possess a strong understanding of the contract and its applications, making them a pivotal component of our marketing strategy as they interact with customers daily regarding their equipment requirements. Altec employs a dedicated National Sales Training team, which delivers foundational sales training programs to all new sales associates, including both Account Managers and Technical Sales Specialists. The Sourcewell contract is incorporated into this training curriculum, with specific time allocated for its review. Subsequently, focused web-based training modules and e-courses offer procedural instruction for these sales scenarios and serve as ongoing education for associates with more than two years of experience. These resources are available 24/7 through Altec's internal Sales Resource Center, as detailed in the "Marketing Plan - Internal Altec Resources." Additionally, Altec maintains a Government Sales team responsible for overseeing all federal, state, and cooperative contracts. This team acts as subject matter experts, providing immediate support to field associates as needed. Working alongside the newly established Contracts Steering Committee, the Government Sales team regularly communicates updates on contract changes, improvements, and regulatory matters to the National sales force.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data provides Altec's marketing and IT teams with insights into customer activity and website performance within a single tool. From the marketing standpoint, this data enables analysis of how content moves users and customers through the sales funnel and its impact on lead generation. The information also assists in validating whether the content supports traditional sales teams with accurate details for customers making purchasing decisions. From the IT perspective, the data is used to examine aspects such as mobile usage, operating systems, and load times. These findings guide decision-making regarding priorities for initiatives to develop Altec's digital presence. Additionally, Altec maintains a social media presence on platforms including Facebook and other social networks, where there are over 255,000 likes and follows.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Altec's experience has been that Sourcewell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcewell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcewell and cooperative purchasing, and new members of our team attend live training that details the contract and internal processes.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect delivers an enhanced, customer-centric platform that enables users to access and search fleet information, order replacement parts, and view APNs as well as service requests. Together with the new Supply Store, Altec is committed to serving as a comprehensive online resource for ordering tools, supplies, accessories, replacement parts, and for efficiently managing fleet data. This system has received positive feedback from our clientele, including governmental and educational institutions, as it consolidates multiple services into a single point of access for unit-specific details, replacement parts, tools, accessories, and service records. Altec administers federal customer solicitations and RFQs through platforms such as the GSA E-buy system, FedBid, and various other public sites. While purchase orders (POs) continue to be issued manually by respective contracting officers, these venues provide a standardized framework for RFQ submissions. Customers may also request new or used equipment quotes, as well as rental and leasing options, via our website and through Buy Sourcewell portals.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon delivery of a Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. In addition, each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are all provided free of charge. Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free for no additional fee. Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-the-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. These additional offerings can be found at https://www.altec.com/safety/ for more information The following Instructor-Led Trainings are Available: • Insulating Aerial Device • Non-Insulating Aerial • Tree Care Aerial Device • Bucket Rescue • Digger Derrick • Backyard Digger • Crane • Woodchipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. Other Altec Training options (additional costs apply): • Customized Altec equipment hydraulic maintenance training • International Fluid Power Society (IFPS) Certification training (testing provided by third party) • NCCCO certification programs for operators of mobile cranes and digger derricks	*
42	Describe any technological advances that your proposed Solutions offer.	Altec products set industry standards through innovative engineering, integrated safety mechanisms, and an ongoing commitment to comprehensive customer satisfaction. This dedication is demonstrated by technological advancements including: • Fiber Optic Controls • The Lanyard Detection System enhances operational safety by helping ensure line workers are secured to equipment before conducting tasks from the platform. This feature serves as an operator aid by prompting users to attach their lanyard prior to working at height, thereby mitigating the risk of falls (available on select models). • The Altec Load Monitoring System (ALMS) delivers real-time visual and audible feedback regarding the percentage of rated load on the boom and/or platform. By reliably monitoring the aerial device's load capacity, ALMS helps prevent accidents and promotes safer job site practices (available on select models). • JEMS (Jobsite Energy Management System) includes an integrated plug-in system utilizing stored electrical energy to power both aerial devices and tools, offering exportable power and cab comfort via Lithium-Ion batteries (available on select models). • Advanced paint systems Additionally, Altec implements numerous strategies to support safer and more efficient operations for its customers.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Altec serves as an industry leader in sustainability and remains committed to responsive collaboration and solution development. We recognize the significant challenges and opportunities encountered by our customers and strive to address environmental and community responsibilities effectively. Altec's commitment is reflected through the establishment of multiple sustainability initiatives: • Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers - Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products-the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. • Meeting Customer Needs. The Green Fleet product line is designed to reduce fuel consumption, greenhouse gas emissions, and noise pollution. In collaboration with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum, and other organizations, a variety of hybrid/electric and job-site energy management systems are available, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to operate the aerial device, tools, and exportable power, as well as maintain cab comfort. The energy storage system can be recharged by connecting to shore power or using the truck's internal combustion engine. Altec's JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - JEMS BG • Facilities and Processes. Each Altec facility follows established procedures and environmental management programs, participating in recycling materials such as steel, copper, aluminum, and consumer recyclables. The implementation of powder coat and e-coat paint systems has resulted in reduced solid waste volume and air emissions. All facilities, including auction yards and service centers, use energy efficient LED lighting. New construction is reviewed and, when relevant, energy efficiency products and methods are incorporated, such as LED lighting, high efficiency gas burners, Energy Star appliances, and motion activated lighting. • Altec's St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy has established shared sustainability objectives. The company has adopted green purchasing policies using a Best-Value approach and now uses Staples' environmental office products and supplies across its operations.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information. Industry Organizations affiliations: · Calstart · Clean Cities	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: • Altec Industries – Leading provider of products and services to the electric utility, telecommunications, tree care, lights and signs, and contractor markets. • Altec Capital Services (ACS) - Equipment Financing • Global Rental Company - Equipment Rentals • Altec Supply - Tool and Accessory Sales • A Aerial- a Division of Altec to meet all construction and tooling needs • Altec Fenex – provides Fiber Option splicing vans and trailers and well as underground support equipment • Altec Air - Market Leader in Compressed Air Drying & Pressurization Solutions • Altec Sentry - Operator Safety Training and Certifications • Altec Fleet Services - Comprehensive Fleet Management Solutions • Altec Service Group - In-shop and Mobile service and replacement parts support • Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) • JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) • Canadian and Worldwide Availability: • Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. • Altec Worldwide - We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing	

		company, since 1929. Longevity in ownership is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec is dedicated to understanding the needs and challenges of our customers, engineering solutions tailored to address them. This commitment drives the development of innovative equipment, features, and options designed to maximize productivity and minimize total cost of ownership. Government Focused Sales: Altec is dedicated to supporting the acquisition and procurement objectives of every government entity we serve. Our team's active involvement in both customer relations and the procurement process enables Sourcewell members to achieve their procurement goals with effectiveness and efficiency. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec remains committed to cost reduction and containment across the organization by leveraging the Altec Production System and enhancing the strength of our supply chain. Quality Control: Altec ensures high standards by manufacturing components for our equipment in-house. This approach facilitates effective quality management as well as precise scheduling. • Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. • All booms ultrasonically tested, and documents maintained. • All fiberglass booms have a minimum of 7 to 1 to ultimate safety factor. • All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. • All bearing surfaces to be machined after welding. • All units with electronic circuit boards to be wave soldered • Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. All equipment must undergo quality and final testing by FPS certified mechanics before shipping from the manufacturer or assembler. Safety Certification Training: In our commitment to safe equipment operation for Sourcewell members, Altec provides a range of OSHA-based computer-based training (CBTs) and instructor-led safety programs. Altec Sentry meets compliance standards and showcases essential safety features required by the industries we support. Safety Standards: Each applicable unit is equipped with standard safety features, including outrigger boom interlock, outrigger motion alarm, backup alarm, unit/outrigger selector, Altec ISO Grip (insulated control handle), auxiliary control covers, control console (dashboard), and boom tip covers. Additional available tools include lanyard interlock, load monitoring systems, basic operating videos, safety videos, and sales videos. Corporate Training: Altec distinguishes itself as a vendor through its qualified personnel (training and certifications), well-defined processes that ensure traceability and accountability, and advanced technology. Warranty: The majority of the products are covered by a limited lifetime structural warranty. National Service / Support Network: As a privately held organization committed to both customers and our associates, Altec sets the standard for service and customer satisfaction within its markets. The company is dedicated to delivering products and services designed to support crews in working more safely and efficiently. • Online ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. • Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	

46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

48		Women Business Enterprise (WBE)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

52		Small Business Enterprise (SBE)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document 'Altec Industries Customer Payment Instructions' for complete details. Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to ARREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries, through Altec Capital, offers leasing and financing options including FMV, TRAC, Capital leases, Equipment Finance Agreements (EFAs), and a Municipal Lease designed for municipal customers. Municipal Lease benefits: • Terms aligned with equipment lifespan • Flexible options to reduce maintenance costs • Conserves capital budgets • Payments matched to budget cycles • Non-appropriation language included Available equipment includes Altec aerial trucks, digger derricks, cranes, specialty gear, and select non-Altec equipment. Lease terms range from 3 to 8 years; contact us for other timelines. For used units, the combined age and lease term cannot exceed 8 years. Quarterly purchase rates are detailed in the "ACS Rate Matrix." Applicants need a Baa or better credit rating. Contact Altec Capital for quotes or visit alteccapital.com for more details. Our municipal lease streamlines the purchasing process so municipalities can acquire equipment affordably and efficiently.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Each opportunity will be quoted to the customer in strict accordance with Sourcewell contract terms and conditions, including all pricing and discount structures. Altec has developed standardized templates to ensure work practices are consistent and compliant during the quoting process. Please refer to the attached "Quote Example – Previous Contract". In addition, we provide a comprehensive quote document so customers can confirm that their requirements are addressed within our proposal. This document also contains supplementary notes at the conclusion. For reference, please see the attached "Detailed Quote Example".	*

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Altec accepts the P-card. There is a fee of 3% for credit card transactions used for the purchase of major units.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line item contract pricing is presented with delivery, FET, and other options itemized separately. The pricing provided includes a discount up to 3% off MSRP depending on the model, which applies uniformly to all Sourcewell members and varies only by product. The attached "Altec Industries RFP Price List – Sept 2025" details available products, including Altec new equipment, additional equipment sourced through Altec Work Truck, Teupen, Fenex, and NUECO, as well as offerings such as Altec Supply tools and Altec Sentry training, designed to address various customer requirements. Equipment modifications are available to suit specific customer needs. Additional sourcing options and pricing models may be offered, subject to availability, and mutual agreement, upon request. Additional documents include the Altec Capital rate sheet ("ACS Rate Matrix") and the "ACS Sourcewell Proposal". These quarterly rates are based on a minimum credit rating of Baa and do not exceed established limits. This discount structure is being made available specially for Sourcewell members, encompassing cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line item contract pricing is presented with delivery, FET, and other options itemized separately. The pricing provided includes a discount of up to 3% off MSRP depending on the model, which applies uniformly to all Sourcewell members and varies only by product. The attached "Altec Industries RFP Price List – Sept 2025" details available products, including Altec new equipment, additional equipment sourced through Altec Work Truck, Teupen, Fenex, and NUECO, as well as offerings such as Altec Supply tools and Altec Sentry training, designed to address various customer requirements. Equipment modifications are available to suit specific customer needs. Additional sourcing options and pricing models may be offered, subject to availability, and mutual agreement, upon request. Additional documents include the Altec Capital rate sheet ("ACS Rate Matrix") and the "ACS Sourcewell Proposal". These quarterly rates are based on a minimum credit rating of Baa and do not exceed established limits. This discount structure is being made available specially for Sourcewell members, encompassing cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 1% discount to be offered for identical trucks of 10 or more ordered at the same time.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Altec is pleased to provide Sourcewell members with contract pricing on our most frequently requested modification items. In cases where unique customer work practices or preferences necessitate use of alternative modifications, the Open Market section in our quote template will be used to generate a tailored quote for each request. This individualized quote will supplement the base model and contract items being quoted. All customizations will be processed through our standard quote template, ensuring customers can configure equipment according to their requirements.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Altec is offering turnkey new equipment models and our most frequently requested modification items under contract pricing. Items such as Delivery, Inspection, Training, Extended Warranty are additional line items not included in our turn-key pricing. These items will be itemized separately. Additional items such as FET, Taxes, and additional licensing fees specific to customer registration will be quoted separately. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. Altec will make every effor to honor this pricing and these prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.	*

64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery will be itemized on each Sourcewell quote. All parties participating	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote, and we will be happy to accommodate; pricing will reflect this customer preference. Please see attached "Company Information - Altec Production Facilities - 2025" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc.), they can also indicate at time of quote. Additionally, customers are welcome to pick up their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our Technical Sales Representatives who generate Sourcewell quotes for customers undergo comprehensive training on the Sourcewell quote process, requirements, and utilize an up-to-date quote template, which is readily accessible on our internal company site. This template standardizes our pricing and ensures contract-compliant quotes. Account Managers are responsible for verifying customer eligibility and properly designating opportunities as Sourcewell quotes in our system to ensure accurate pricing and applicable discounts. We regularly conduct quarterly audits of invoiced orders that are flagged as Sourcewell transactions, cross-referencing these customers with official member listings on the Sourcewell website to confirm membership status. This reporting and audit process is managed by Altec Corporate, providing oversight across global operations. Additionally, we perform monthly internal reviews to proactively identify and address any discrepancies prior to finalizing quarterly reports and remitting administrative fees to Sourcewell. Please refer to the attached document, "Quote Example – Previous Contract." In most cases, we also provide a detailed quote document, allowing customers to verify that their equipment requirements are addressed in our proposal. Additional notes may be included at the end of this document; see the attached "Detailed Quote Example" for reference.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	A monthly analysis will be conducted on the number of new customers utilizing both our New Equipment Sourcewell contract and those leveraging our Rental Equipment contract #040924-ALT, with particular attention to instances where additional equipment needs are fulfilled through the new contract. Additionally, we will monitor the number and ratio of formal bids requested by Sourcewell-eligible customers compared to the number of quotes provided through Sourcewell. Training sessions highlighting the benefits and applications of Sourcewell will also be delivered to 100% of Account Managers and Technical Sales Representatives.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Altec would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Teupen, Work Truck, Supply and SENTRY. Altec Capital proposes a flat $250 fee for lease transactions under the Sourcewell Contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Altec's pricing structure represents the most competitive and cost-effective offering available nationwide for cooperative procurement organizations, state purchasing departments, group purchasing organizations (GPOs), municipalities, universities, and school districts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used solutions if applicable, offered in the proposal.	Altec is proposing Sourcewell members have access to our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include, but not limited to: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Tracked aerials, compact track lifts, aerial lifts, articulated lifts and boom lifts. • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply – Tools, replacement parts and accessories • Altec Sentry – training and training certifications • A Aerial- a Division of Altec to meet all construction and tooling needs • Altec Fenex – provides Fiber Option splicing vans and trailers and well as underground support equipment • Altec Air - Market Leader in Compressed Air Drying & Pressurization Solutions • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment and the purchase of Used equipment from Buy Now Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information - 2025".	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply – Tools, replacement parts and accessories • Altec Sentry – training and training certifications • A Aerial- a Division of Altec to meet all construction and tooling needs • Altec Fenex – provides Fiber Option splicing vans and trailers and well as underground support equipment • Altec Air - Market Leader in Compressed Air Drying & Pressurization Solutions • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment and the purchase of Used equipment from Buy Now	*
73	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Altec provides a standard warranty on all new Major Units, covering parts and labor for one year, and travel expenses for ninety days. Altec models are also protected by a limited lifetime warranty. Extended warranty options are available to Sourcewell members and can be tailored to any unit according to the customer's requirements and preferred duration. For additional details, please refer to the attached document titled "Warranty - Documents."	*
74	Describe any service contract options or extended warranties being offered with your proposal.	Service contract packages are available for members at reduced rates. These packages include Preventative Maintenance (PM) Inspections at various intervals, DOT inspections, and Dielectric Tests.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
75	Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.	◉ Yes ○ No	Equipment is proposed as "turn-key" and would include, but not limited to: • Insulated Aerial Devices with service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Insulated and Non-insulated Tracked Aerials with working heights ranging from 42’ to 162’	*
76	Digger derricks	◉ Yes ○ No	Equipment is proposed as "turn-key" and would include: Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission)	*
77	Cable placing, pulling, and tensioning equipment	◉ Yes ○ No	Equipment is proposed as "turn-key" and would include:· Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
78	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	◉ Yes ○ No	Equipment is proposed as "turn-key" and would include: Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
79	Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 75 - 78 above	◉ Yes ○ No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

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

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

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

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

- Pricing - PRICING.zip - Tuesday September 09, 2025 13:50:11
- Financial Strength and Stability - FINANCIAL STRENGTH AND STABILITY.zip - Tuesday September 09, 2025 13:55:02
- Marketing Plan/Samples - MARKETING PLAN.zip - Tuesday September 09, 2025 13:55:24
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - STANDARD TRANSACTION DOCS.zip - Tuesday September 09, 2025 13:57:20
- Requested Exceptions (optional)
- Upload Additional Document - ADDITIONAL DOCUMENTS.zip - Tuesday September 09, 2025 13:59:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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

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

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

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

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Public_Utility_Equipment_RFP_091125 Mon August 4 2025 05:46 PM	☑	1

Resolution No. 26-104

Introduced in Council: Adopted by Council:

September 8, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-104 – Authorizing the Mayor or City Manager to purchase five Scott SCBA air-pak cylinders and five valve assemblies from Atlantic Emergency Solutions in the total amount of $43,537.00 for the replacement of equipment, 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 five Scott SCBA air-pak cylinders and five valve assemblies from Atlantic Emergency Solutions in the total amount of $43,537.00 for the replacement of equipment, where the price was determined pursuant to a competitively sourced HGAC 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: August 13, 2026

To: CITY MANAGER,

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

5 Scott SCBA air-paks, with 5 cylinder & valve assemblies (30 min)

Purchase justification:

Replacement of equipment.
(purchasing through HGAC contract)

If approved, the total purchase price will be: $43,537.00

(Check One)

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

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

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

1. Atlantic Emergency Solutions Price Quote: $43,537.00

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: Atlantic Emergency Solutions

AND

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

OR

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

____

____

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

ITEM A (For Sole Source Procurements ONLY)

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

____

____

____

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

*(Name & Phone Number)*______________________________

REQUESTOR'S DECLARATION

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

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

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

____

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

Bernice A Freas

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

****

Funds Approval: ____________________ Date: __________
Authorized Financial Officer

Account Number: 976C11 645900 Budgeted FY2027

City Manager Approval: ____________________ Date: __________

CITY OF CHARLESTON, WV
Charleston Fire Department
Purchase Request Form

Date: 8/12/2026 **Purchase Order #:**

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

Contact: Jay Parsons **Fax:**

Address:
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
5	Sott XD wire frame 4.5 W/pass and padded straps	7,400.00	**37,000.00**
5	Scott cylinder&valve Assy 4.5 30 min	1,307.40	**6,537.00**
		TOTAL	**43,537.00**

Requested By: Matt Nicholson **Date:** 6/4/2026

Purpose of Request: Replacement SCBA from captal outlay, HGAC
(air packs)

Operations Chief:
☐ Denied ☑ Approved Matt Nicholson **Date:** 8/12/2026

Deputy/Administrative Chief:
☐ Denied ☐ Approved **Date:** 8/12/2026

Fire Chief:
☐ Denied ☒ Approved [signature] **Date:** 8/12/2026

974C11 645900

RECEIVED
AUG 13 2026
BY:

Form CPDPR Revised 05/20/05

ATLANTIC EMERGENCY SOLUTIONS

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

Quote NO.	93847
Employee NO.	1141
CUSTOMER ID	70422
DATE	08/12/2026
EXPIRATION DATE	09/11/2026

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
5	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 CYLINDER	$1,307.40	$6,537.00
5	SO-3290	SO-3290 SCOTT XD 4.5 PAK. WIREFRAME W PASS, QD REGULATOR AND PADDED STRAPS X5A14025005303	$7,400.00	$37,000.00
			SUBTOTAL	$43,537.00
			TAX	0.00%
			FREIGHT ESTIMATE	$0.00
			TOTAL	$43,537.00

Quote Comments:

THANK YOU FOR YOUR BUSINESS!

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE11-24	Date Prepared:	8/1/2026

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:	Matthew Nicholoson	Prepared By:	Jay Parsons
Phone:	304-389-2003	Phone:	304-482-2944
Fax:		Fax:	
Email:	matthew.nicholson@charlestonfire.com	Email:	jparsons@atlanticemergency.com

Catalog / Price Sheet Name/Product Code	3M Scott Fire Safety Pricing HGAC
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
			$ -
5	804721-01/ 3M SCOTT/ 3M SCOTT CYL& VALAVE ASSY, CGA, 4.5, 30 MIN , 1 EA/CASE	$ 1,831.71	$ 9,158.55
5	SCOTT XD 4.5 PACK, X5A14025005303 WIREFRAME W PASS, QD REGULATOR AND PADDED STR	$ 11,190.13	$ 55,950.65
			$ -
			$ -
			$ -
	THE SMART PURCHASING SOLUTION		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Total From Other Sheets, If Any:	0
		Subtotal A:	$65,109.20

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary
(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
		$ -	$ -
			$ -
			$ -
			$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	0

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%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

HGAC DISCOUNT 33.87% disc on XD 4.5 pack	-$21,572.20
28.62% disc on Cyl & Valve assembly	
Subtotal C:	-$21,572.20

Delivery Date:	180 Days	D. Total Purchase Price (A+B+C):	$43,537.00

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 CPR 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 CPR 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.

Signature Signed by: Jack Jackson
AAA0EAC3E560410...

Name Jack Jackson

Title CFO

Date 10/24/2024

H-GAC

Signature DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/24/2024

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 art 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 (31U.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, 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.

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%

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: Tabatha Williams 371723A8527140E...

Name Tabatha Williams

Title Contract Coordinator

Date 6/4/2025

Atlantic Emergency Solutions, Inc. (Assignee)

Signature Signed by: Jack Jackson AAA0EAC3E560410...

Name Jack Jackson

Title CFO

Date 6/5/2025

Resolution No. 26-105

Introduced in Council: September 2, 2026

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 26-105 – Authorizing the Mayor or City Manager to enter a change order with West Virginia Paving, Inc., in the total amount of $149,400.00, to add to the contract the resurfacing of the Daniel Boone Park parking lot, Fire Station 4 parking lot, and the Fire Department Training Center parking lot.

And authorizing an additional change order in the approximate amount of $40,000.00 with West Virginia Paving, Inc. for the repair and resurfacing of various streets damaged by the recent flooding event.

In all instances, the contract price was determined through a competitive bidding process.

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

That the Mayor or City Manager is authorized to enter a change order with West Virginia Paving, Inc., in the total amount of $149,400.00, to add to the contract the resurfacing of the Daniel Boone Park parking lot, Fire Station 4 parking lot, and the Fire Department Training Center parking lot.

And authorizing an additional change order in the approximate amount of $40,000.00 with West Virginia Paving, Inc. for the repair and resurfacing of various streets damaged by the recent flooding event.

CITY OF CHARLESTON
2026-31 Asphalt Resurfacing Project

CHANGE ORDER NO. 1

Date of Council Approval: **May 18, 2026**

Contractor: **West Virginia Paving, Inc.**
2950 Charles Ave.
Dunbar, WV 25064

The Contract is changed as follows:

Add an additional 1,000 Tons of Wearing Course Asphalt and 11,000 Square Yards of milling to the contract to resurface the Daniel Boone parking lot, the Fire Station 4 parking lot, and the Fire Department Training Center parking lot.

Description:

Item 3.03 HMA Wearing Course	1,000 Tons @	$129.60/Ton	=$129,600.00
Item 3.04 Standard Milling	11,000 SY @	$1.80/SY	=$ 19,800.00
Totaling			**$ 149,400.00**

Original Contract Price:	**$3,150,700.00**
Total of this Change Order	**$ 149,400.00**
Total of previously approved Change Orders:	**$ 0.00**
Contract Price with all Approved Change Orders:	**$3,300,100.00**

*Any final remaining balance will remain in the City's account.

Approved by: **Accepted by:**

City of Charleston **West Virginia Paving, Inc.**

Date **Date**

Resolution No. 26-106

Introduced in Council: Adopted by Council:

September 8, 2026

Introduced by: Referred to:

Shawn Taylor Finance

Resolution No. 26-106 - Authorizing approval of Amendment No. 2 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. 2 of the FY 2026-2027 General Fund Budget as indicated on the attached list of accounts is approved.

Resolution No. 26-106

Introduced in Council: Adopted by Council:

September 8, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-106 - Authorizing approval of Amendment No. 2 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. 2 of the FY 2026-2027 General Fund Budget as indicated on the attached list of accounts is approved.

Resolution No. 26-107

Introduced in Council: Adopted by Council:

September 8, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-107 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $56,000 for federal fiscal years 2026 and 2027 and administer any funds awarded. These funds will provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers (PRO) assigned to West Side Middle School and Capital High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $56,000 and administer any funds awarded. These funds will provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers (PRO) assigned to West Side Middle School and Capital High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

Resolution No. 26-108

Introduced in Council: Adopted by Council:

September 8, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-108 - Authorizing the Mayor or City Manager to enter into Memorandums of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capital High School and George Washington High School for federal fiscal years 2026 and 2027.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $56,000 and administer any funds awarded. These funds will provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers (PRO) assigned to West Side Middle School and Capital High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

AGREEMENT

This Agreement, made and entered into this ______day of ___________, 2026 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as a Prevention Resource Officer in the Kanawha County school system at Capital High School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

1.01 The GRANTEE shall provide one police officer(s), assigned a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

a. To perform law enforcement functions within the school setting.

b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.

c. To foster a better understanding of the law enforcement function.

d. To develop a better appreciation of citizen's rights, obligations and responsibilities.

e. To provide information about crime prevention.

f. To provide assistance and support for crime victims identified with the school setting.

g. To promote positive relations between students and law enforcement officers.

h. To enhance knowledge of the fundamental concept and structure of law.

i. To be familiar with confidentiality requirements.

1.08 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute officer has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.09 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction, but the PRO shall have the option if they choose to do so.

1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and any other disciplinary and attendance information.

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **$33.83** per hour and shall be made within **30** days of receipt of the invoice.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2025, through the 30th day of June 2026.

3.02 This agreement shall continue in effect until the duration of the term as described in paragraph 3.01 or until terminated by either of the parties in accordance with the term listed in section four below.

SECTION 4. TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and insure to the benefit of the successors of the GRANTEE and BOARD.

SECTION 11. NOTICES

11.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Paula Potter, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

AGREEMENT

This Agreement, made and entered into this ______day of ___________, 2026 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as a Prevention Resource Officer in the Kanawha County school system at George Washington High School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

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1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

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The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **$33.83** per hour and shall be made within **30** days of receipt of the invoice.

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SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

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_________________________ ____________
Mayor Amy Shuler Goodwin Date
City of Charleston
P.O. Box 2749
Charleston, WV 25330

_________________________ ____________
Dr. Paula Potter, Superintendent Date
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

AGREEMENT

This Agreement, made and entered into this ______day of ___________, 2026 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as a Prevention Resource Officer in the Kanawha County school system at West Side Middle School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

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2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **$33.83** per hour and shall be made within **30** days of receipt of the invoice.

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Mayor Amy Shuler Goodwin Date
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Dr. Paula Potter, Superintendent Date
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

Resolution No. 26-109

Introduced in Council: Adopted by Council:

September 8, 2026

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 26-109 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $84,000 for federal fiscal years 2026 and 2027 and administer any funds awarded. These funds will provide partial salary reimbursement for three members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro and St. Albans Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of $84,000 and administer any funds awarded. These funds will provide partial salary reimbursement for three members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro and St. Albans Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

MUNICIPAL COURT
CITY OF CHARLESTON

Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079

Matt Smith, Judge **Adam Campbell, Clerk**

TO: Mayor Amy Shuler Goodwin
FROM: Adam Campbell, Clerk
DATE: September 3, 2026
RE: August 2026 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1,549
Criminal Violations: 286
Traffic Violations: 1,263
Parking: 0
Building Search Warrants: 0

RESTITUTION COLLECTED: $254.80
RESTITUTION PAID TO VICTIMS: $400.00
Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Matt Smith, Judge
Miles Cary, City Clerk
Ben Adams, Treasurer
Scott Dempsey, Chief of Police
David Potters, Office of the City Attorney
Sgt. Troy VanHorn, CPD
Nikki Smith, City Clerk's Office
Andrew Workman, Mayor's Office

CHARLESTON MUNICIPAL COURT Page: 1

Report For August 1, 2026 Thru August 31, 2026 FILEDST

Violations by Filed Date...

TRAFFIC	1,263	
CRIMINAL	286	
Total Filed Violations		1,549

Completed Cases...

Paid Fine...

TRAFFIC	488	
CRIMINAL	14	
Total Paid Fines		502

Before Judge...

TRAFFIC	3	
CRIMINAL	9	
Total Before Judge		12
Total Completed		514

Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC	7	
CRIMINAL	5	
Total		12

DEFENDANT DECEASED

TRAFFIC	0	
CRIMINAL	1	
Total		1

DISMISSED - DEFECTIVE CITATION

TRAFFIC	1	
CRIMINAL	0	
Total		1

DISMISSED OFFICER FAIL TO PROS

TRAFFIC	2	
CRIMINAL	2	
Total		4

DISMISSED(PRESENTED INSURANCE)

TRAFFIC	72	
CRIMINAL	0	
Total		72

DISMISSED BY JUDGE

TRAFFIC	0	
CRIMINAL	1	

Total		1
DISMISSED (PRESENTED DL)		
TRAFFIC	23	
CRIMINAL	0	
Total		23
DISMISSED (PROSECUTOR'S ORDER)		
TRAFFIC	5	
CRIMINAL	4	
Total		9
Dismissed at Officers Request		
TRAFFIC	52	
CRIMINAL	2	
Total		54
DISMISSED PRESENTED RECORDS		
TRAFFIC	209	
CRIMINAL	0	
Total		209
DISMISSED AFTER PT DIVERSION		
TRAFFIC	32	
CRIMINAL	16	
Total		48
Dismissed Pursuant to Plea		
TRAFFIC	56	
CRIMINAL	67	
Total		123
DISMISSED VICTIM/WITNESS FTA		
TRAFFIC	0	
CRIMINAL	3	
Total		3
DISMISSED WITHOUT PREJUDICE		
TRAFFIC	4	
CRIMINAL	5	
Total		9
RECORDS DESTROYED - CLOSED		
TRAFFIC	2	
CRIMINAL	0	
Total		2
VOIDED DOCKET		
TRAFFIC	2	
CRIMINAL	5	
Total		7
Total Other Completed		578
Grand Total Completed		1,092

Net Difference Filed/Complete 457

Warrants...

Issued...

TRAFFIC	36	
CRIMINAL	193	
Total Violations		229
Total Warrants Issued		229

Cleared...

TRAFFIC	26	
CRIMINAL	181	
Total Violations		207
Total Warrants Cleared		207

Change in Total Warrants 22

Other Paid Cases...

Paid Fine...

Total Other Paid Fines 41

FINE FINE	$26,563.00
LAWFND LAW ENFORCE. TRAIN STATE	$4,304.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	$1,685.00
CVC CRIME VICTIM'S FUND	$2,932.70
ADMIN REG'L JAIL ADMINISTRATIVE COST	$732.00
JAILF REGIONAL JAIL CORR.	$14,641.00
GCC GENERAL COURT COST	$167.00
CCF COMMUNITY CORRECTIONS FUND	$293.10
REST RESTITUTION	$194.20-
PCADM PC ADMIN FEE	$25.00
OP OVER PAYMENT	$23.00
NSF NSF	$25.00

Total Fees/Fines Paid $51,196.60

Monthly Report – Definition Key

Violations by Filed Date:
Violations keyed into the Court software during the month
Completed Cases:
Cases where the fine and court costs were paid in full and the case was closed during the month.
Before Judge:
Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.
Other Completed -Dismissed (By Complainant):
The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.
Defendant Deceased:
Cases dismissed because the defendant died.
Dismissed Officer Fail to Pros:
Cases dismissed because the officer failed to appear in Court.
Dismissed (presented insurance):
Cases dismissed because the defendant presented valid proof of insurance for the offense date.
Dismissed (presented DL):
Cases dismissed because the defendant presented a valid driver's license.
Dismissed Mistaken Identity:
Cases dismissed cases on the City Attorney's motion due to mistaken identity.
Dismissed (Prosecutor's Order):
Cases dismissed on the City Attorney's motion or as a result of a plea agreement.
Dismissed Presented Records:
Cases dismissed because the defendant presented records to satisfy a code or Court requirement.
Dismissed After PT Diversion:
Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.
Dismissed Victim/Witness FTA:
Cases dismissed because the witness or victim did not appear in Court for trial.
Dismissed without prejudice:
Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.
Dismissed No Drug Results:
Drug results were not received for trial.
Dismissed – Officer Not With City
Officer/Witness is no long employed by the City.
Warrants
The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.
Cleared:
The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.
Other Paid Cases:
The Court received a partial payment for a case; however, the defendant still has a balance due.
Search Warrant Issued:
A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is <u>not</u> indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.

CITY OF CHARLESTON
Payroll Variance Analysis
July 2026

Department Name	Code	Type Wages	Current Month Budget	Current Month Actual	Current Month Variance	Current Month %	Year To Date Budget	Year To Date Actual	Year To Date Variance	Year To Date %	Annual Budget	Annual Available
Mayor	409	Regular	35,510	35,000	510	1.44%	35,510	35,000	510	1.44%	307,753	272,753
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**35,510**	**35,000**	**510**	**1.44%**	**35,510**	**35,000**	**510**	**1.44%**	**307,753**	**272,753**
Mayor - CARE Office	409-02	Regular	15,117	14,724	393	2.60%	15,117	14,724	393	2.60%	131,011	116,287
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**15,117**	**14,724**	**393**	**2.60%**	**15,117**	**14,724**	**393**	**2.60%**	**131,011**	**116,287**
City Council	410	Regular	19,500	11,000	8,500	43.59%	19,500	11,000	8,500	43.59%	169,000	158,000
		IPT	-	-	-		-	-	-		-	-
Budget	**26**	OT	-	-	-		-	-	-		-	-
Actual	**26**	**Total**	**19,500**	**11,000**	**8,500**	**43.59%**	**19,500**	**11,000**	**8,500**	**43.59%**	**169,000**	**158,000**
City Manager - Admin.	412-00	Regular	73,473	63,075	10,398	14.15%	73,473	63,075	10,398	14.15%	636,769	573,694
		IPT	-	-	-		-	-	-		-	-
Budget	**8**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**73,473**	**63,075**	**10,398**	**14.15%**	**73,473**	**63,075**	**10,398**	**14.15%**	**636,769**	**573,694**
City Treasurer	413	Regular	16,343	15,967	376	2.30%	16,343	15,967	376	2.30%	141,638	125,671
		IPT	1,523	1,320	203	13.33%	1,523	1,320	203	13.33%	13,200	11,880
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**17,866**	**17,287**	**579**	**3.24%**	**17,866**	**17,287**	**579**	**3.24%**	**154,838**	**137,551**
City Collector	414	Regular	101,492	92,828	8,664	8.54%	101,492	92,828	8,664	8.54%	879,593	786,765
		IPT	-	-	-		-	-	-		-	-
Budget	**16**	OT	-	-	-		-	-	-		-	-
Actual	**15**	**Total**	**101,492**	**92,828**	**8,664**	**8.54%**	**101,492**	**92,828**	**8,664**	**8.54%**	**879,593**	**786,765**
City Clerk	415	Regular	18,022	17,453	569	3.16%	18,022	17,453	569	3.16%	156,194	138,741
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**18,022**	**17,453**	**569**	**3.16%**	**18,022**	**17,453**	**569**	**3.16%**	**156,194**	**138,741**
Municipal Court	416	Regular	39,897	40,694	(797)	-2.00%	39,897	40,694	(797)	-2.00%	345,776	305,082
		IPT	1,154	1,608	(454)	-39.36%	1,154	1,608	(454)	-39.36%	10,000	8,392
Budget	**8**	OT	3,159	1,218	1,941	61.44%	3,159	1,218	1,941	61.44%	27,376	26,158
Actual	**7**	**Total**	**44,210**	**43,520**	**690**	**1.56%**	**44,210**	**43,520**	**690**	**1.56%**	**383,152**	**339,632**

Prepared: 8/19/2026
Finance Director

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CITY OF CHARLESTON
Payroll Variance Analysis
July 2026

Department		Type	Current Month				Year To Date				Annual	
Name	**Code**	**Wages**	**Budget**	**Actual**	**Variance**	**%**	**Budget**	**Actual**	**Variance**	**%**	**Budget**	**Available**
City Attorney	417	Regular	59,540	58,165	1,375	2.31%	59,540	58,165	1,375	2.31%	516,017	457,852
		IPT	-	-	-		-	-	-		-	-
Budget	**6**	OT	-	-	-		-	-	-		-	-
Actual	**6**	**Total**	**59,540**	**58,165**	**1,375**	**2.31%**	**59,540**	**58,165**	**1,375**	**2.31%**	**516,017**	**457,852**
Accounting	418	Regular	36,505	35,549	956	2.62%	36,505	35,549	956	2.62%	316,375	280,826
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**36,505**	**35,549**	**956**	**2.62%**	**36,505**	**35,549**	**956**	**2.62%**	**316,375**	**280,826**
Engineering - General	420-00	Regular	63,499	41,222	22,277	35.08%	63,499	41,222	22,277	35.08%	550,322	509,100
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**63,499**	**41,222**	**22,277**	**35.08%**	**63,499**	**41,222**	**22,277**	**35.08%**	**550,322**	**509,100**
Engineering - Stormwater	420-01	Regular	15,928	15,452	476	2.99%	15,928	15,452	476	2.99%	138,043	122,591
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**15,928**	**15,452**	**476**	**2.99%**	**15,928**	**15,452**	**476**	**2.99%**	**138,043**	**122,591**
MOECD	421	Regular	50,110	47,058	3,052	6.09%	50,110	47,058	3,052	6.09%	434,285	387,227
		IPT	53,196	52,869	327	0.61%	53,196	52,869	327	0.61%	177,319	124,450
Budget	**7**	OT	-	1,862	(1,862)		-	1,862	(1,862)		-	(1,862)
Actual	**6**	**Total**	**103,306**	**101,789**	**1,517**	**1.47%**	**103,306**	**101,789**	**1,517**	**1.47%**	**611,604**	**509,815**
Human Resources	422	Regular	50,899	49,256	1,643	3.23%	50,899	49,256	1,643	3.23%	441,122	391,866
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**50,899**	**49,256**	**1,643**	**3.23%**	**50,899**	**49,256**	**1,643**	**3.23%**	**441,122**	**391,866**
Devlopment Services	430	Regular	143,226	136,009	7,217	5.04%	143,226	136,009	7,217	5.04%	1,241,294	1,105,285
		IPT	-	-	-		-	-	-		-	-
Budget	**21**	OT	-	-	-		-	-	-		-	-
Actual	**21**	**Total**	**143,226**	**136,009**	**7,217**	**5.04%**	**143,226**	**136,009**	**7,217**	**5.04%**	**1,241,294**	**1,105,285**
Mail Room	431	Regular	4,423	4,288	135	3.05%	4,423	4,288	135	3.05%	38,333	34,045
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**4,423**	**4,288**	**135**	**3.05%**	**4,423**	**4,288**	**135**	**3.05%**	**38,333**	**34,045**

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CITY OF CHARLESTON
Payroll Variance Analysis
July 2026

Department Name	Code	Type Wages	Current Month Budget	Current Month Actual	Current Month Variance	Current Month %	Year To Date Budget	Year To Date Actual	Year To Date Variance	Year To Date %	Annual Budget	Annual Available
Information Systems	439	Regular	69,561	61,982	7,579	10.90%	69,561	61,982	7,579	10.90%	602,866	540,884
		IPT	-	-	-		-	-	-		-	-
Budget	**9**	OT	-	-	-		-	-	-		-	-
Actual	**8**	**Total**	**69,561**	**61,982**	**7,579**	**10.90%**	**69,561**	**61,982**	**7,579**	**10.90%**	**602,866**	**540,884**
General Services	440	Regular	57,980	55,653	2,327	4.01%	57,980	55,653	2,327	4.01%	502,495	446,842
		IPT	-	-	-		-	-	-		-	-
Budget	**11**	OT	9,533	11,256	(1,723)	-18.07%	9,533	11,256	(1,723)	-18.07%	82,620	71,364
Actual	**11**	**Total**	**67,513**	**66,909**	**604**	**0.90%**	**67,513**	**66,909**	**604**	**0.90%**	**585,115**	**518,206**
Constituient Services	442-01	Regular	36,254	28,500	7,754	21.39%	36,254	28,500	7,754	21.39%	314,204	285,704
		IPT	3,462	3,628	(166)	-4.81%	3,462	3,628	(166)	-4.81%	30,000	26,372
Budget	**5**	OT	-		-		-	-	-		-	-
Actual	**4**	**Total**	**39,716**	**32,128**	**7,588**	**19.11%**	**39,716**	**32,128**	**7,588**	**19.11%**	**344,204**	**312,076**
Morris Square Property	500	Regular	8,624	8,357	267	3.10%	8,624	8,357	267	3.10%	74,744	66,387
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	237	648	(411)	-172.89%	237	648	(411)	-172.89%	2,058	1,410
Actual	**2**	**Total**	**8,862**	**9,005**	**(143)**	**-1.62%**	**8,862**	**9,005**	**(143)**	**-1.62%**	**76,802**	**67,797**
Public Works	566	Regular	27,370	23,907	3,463	12.65%	27,370	23,907	3,463	12.65%	237,210	213,303
		IPT	-	-	-		-	-	-			-
Budget	**4**	OT	587	58	529	90.13%	587	58	529	90.13%	5,091	5,033
Actual	**4**	**Total**	**27,958**	**23,965**	**3,993**	**14.28%**	**27,958**	**23,965**	**3,993**	**14.28%**	**242,301**	**218,336**
Public Grounds - Adm.	567-00	Regular	118,103	113,162	4,941	4.18%	118,103	113,162	4,941	4.18%	1,023,557	910,395
		IPT	-	-	-		-	-	-		-	-
Budget	**27**	OT	11,720	30,553	(18,833)	-160.69%	11,720	30,553	(18,833)	-160.69%	101,572	71,019
Actual	**25**	**Total**	**129,823**	**143,715**	**(13,892)**	**-10.70%**	**129,823**	**143,715**	**(13,892)**	**-10.70%**	**1,125,129**	**981,414**
Public Grounds - C/T	567-01	Regular	4,933	6,094	(1,161)	-23.54%	4,933	6,094	(1,161)	-23.54%	42,750	36,656
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	289	317	(28)	-9.63%	289	317	(28)	-9.63%	2,506	2,189
Actual	**1**	**Total**	**5,222**	**6,411**	**(1,189)**	**-22.77%**	**5,222**	**6,411**	**(1,189)**	**-22.77%**	**45,256**	**38,845**

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CITY OF CHARLESTON
Payroll Variance Analysis
July 2026

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	1,192,718	1,143,261	49,457	4.15%	1,192,718	1,143,261	49,457	4.15%	10,336,887	9,193,626
		IPT	-	-	-		-	-	-		-	-
Budget	**173**	OT	407,306	549,483	(142,177)	-34.91%	407,306	549,483	(142,177)	-34.91%	3,343,859	2,794,376
Actual	**160**	**Total**	**1,600,024**	**1,692,744**	**(92,720)**	**-5.79%**	**1,600,024**	**1,692,744**	**(92,720)**	**-5.79%**	**13,680,746**	**11,988,002**
Police - Civilian	700-01	Regular	118,542	115,824	2,718	2.29%	118,542	115,824	2,718	2.29%	1,027,365	911,541
		IPT	-	-	-		-	-	-		35,000	35,000
Budget	**24**	OT	12,323	12,387	(65)	-0.52%	12,323	12,387	(65)	-0.52%	106,795	94,408
Actual	**22**	**Total**	**130,865**	**128,211**	**2,654**	**2.03%**	**130,865**	**128,211**	**2,654**	**2.03%**	**1,169,160**	**1,040,949**
Fire - Uniform	706-00	Regular	1,327,114	1,430,494	(103,380)	-7.79%	1,327,114	1,430,494	(103,380)	-7.79%	10,575,089	9,144,595
		IPT	-	-	-		-	-	-		-	-
Budget	**169**	OT	268,894	195,708	73,186	27.22%	268,894	195,708	73,186	27.22%	2,011,672	1,815,964
Actual	**168**	**Total**	**1,596,008**	**1,626,202**	**(30,194)**	**-1.89%**	**1,596,008**	**1,626,202**	**(30,194)**	**-1.89%**	**12,586,761**	**10,960,559**
Fire - Civilian	706-01	Regular	16,450	13,863	2,587	15.73%	16,450	13,863	2,587	15.73%	142,565	128,702
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	353	596	(243)	-68.64%	353	596	(243)	-68.64%	3,063	2,467
Actual	**3**	**Total**	**16,803**	**14,459**	**2,344**	**13.95%**	**16,803**	**14,459**	**2,344**	**13.95%**	**145,628**	**131,169**
Traffic	712	Regular	58,101	45,992	12,109	20.84%	58,101	45,992	12,109	20.84%	503,543	457,551
		IPT	-	-	-	#DIV/0!	-	-	-	#DIV/0!	-	-
Budget	**10**	OT	4,038	16,635	(12,597)	-311.91%	4,038	16,635	(12,597)	-311.91%	35,000	18,365
Actual	**9**	**Total**	**62,140**	**62,627**	**(487)**	**-0.78%**	**62,140**	**62,627**	**(487)**	**-0.78%**	**538,543**	**475,916**
Emergency Services	716	Regular	9,910	9,667	243	2.45%	9,910	9,667	243	2.45%	85,884	76,217
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**9,910**	**9,667**	**243**	**2.45%**	**9,910**	**9,667**	**243**	**2.45%**	**85,884**	**76,217**
Street	750	Regular	325,529	238,759	86,770	26.66%	325,529	238,759	86,770	26.66%	2,821,254	2,582,495
		IPT	-	-	-		-	-	-		-	-
Budget	**72**	OT	26,899	68,540	(41,641)	-154.81%	26,899	68,540	(41,641)	-154.81%	305,124	236,584
Actual	**55**	**Total**	**352,428**	**307,299**	**45,129**	**12.81%**	**352,428**	**307,299**	**45,129**	**12.81%**	**3,126,378**	**2,819,079**
Equipment Maintenance	754	Regular	95,942	92,151	3,791	3.95%	95,942	92,151	3,791	3.95%	831,498	739,347
		IPT	-	-	-		-	-	-		-	-
Budget	**19**	OT	7,696	1,745	5,951	77.33%	7,696	1,745	5,951	77.33%	66,697	64,952
Actual	**19**	**Total**	**103,638**	**93,896**	**9,742**	**9.40%**	**103,638**	**93,896**	**9,742**	**9.40%**	**898,195**	**804,299**

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CITY OF CHARLESTON
Payroll Variance Analysis
July 2026

Department Name	Code	Type Wages	Current Month Budget	Current Month Actual	Current Month Variance	Current Month %	Year To Date Budget	Year To Date Actual	Year To Date Variance	Year To Date %	Annual Budget	Annual Available
Refuse & Recycling	800	Regular	290,615	295,644	(5,029)	-1.73%	290,615	295,644	(5,029)	-1.73%	2,518,664	2,223,020
		IPT	-	-	-		-	-	-		-	-
Budget	**66**	OT	34,605	41,314	(6,709)	-19.39%	34,605	41,314	(6,709)	-19.39%	299,906	258,592
Actual	**63**	**Total**	**325,220**	**336,958**	**(11,738)**	**-3.61%**	**325,220**	**336,958**	**(11,738)**	**-3.61%**	**2,818,570**	**2,481,612**
Parks & Recreation	900	Regular	150,777	136,903	13,874	9.20%	150,777	136,903	13,874	9.20%	1,306,738	1,169,835
		IPT	85,008	62,152	22,856	26.89%	85,008	62,152	22,856	26.89%	354,200	292,048
Budget	**31**	OT	7,450	16,036	(8,586)	-115.25%	7,450	16,036	(8,586)	-115.25%	64,566	48,530
Actual	**29**	**Total**	**243,235**	**215,091**	**28,144**	**11.57%**	**243,235**	**215,091**	**28,144**	**11.57%**	**1,725,504**	**1,510,413**
Public Arts	906	Regular	7,895	7,692	203	2.57%	7,895	7,692	203	2.57%	68,422	60,730
		IPT	1,154	-	1,154		1,154	-	1,154		10,000	10,000
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**9,049**	**7,692**	**1,357**	**14.99%**	**9,049**	**7,692**	**1,357**	**14.99%**	**78,422**	**70,730**
Spring Hill Cemetery	952	Regular	47,839	42,967	4,872	10.18%	47,839	42,967	4,872	10.18%	414,601	371,634
		IPT	-	-	-		-	-	-		-	-
Budget	**9**	OT	1,444	179	1,265	87.60%	1,444	179	1,265	87.60%	12,513	12,334
Actual	**9**	**Total**	**49,282**	**43,146**	**6,136**	**12.45%**	**49,282**	**43,146**	**6,136**	**12.45%**	**427,114**	**383,968**
General Fund		Regular	4,707,741	4,548,612	159,129	3.38%	4,707,741	4,548,612	159,129	3.38%	39,873,861	35,325,249
		IPT	145,496	121,577	23,919	16.44%	145,496	121,577	23,919	16.44%	629,719	508,142
Budget	**762**	OT	796,533	948,535	(152,002)	-19.08%	796,533	948,535	(152,002)	-19.08%	6,470,418	5,521,883
Actual	**713**	**Total**	**5,649,770**	**5,618,724**	**31,046**	**0.55%**	**5,649,770**	**5,618,724**	**31,046**	**0.55%**	**46,973,998**	**41,355,274**

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CITY OF CHARLESTON
Payroll Variance Analysis
July 2026

Department Name	Code	Type Wages	Current Month Budget	Current Month Actual	Current Month Variance	Current Month %	Year To Date Budget	Year To Date Actual	Year To Date Variance	Year To Date %	Annual Budget	Annual Available
Business Improvement Dist.	568	Regular	5,604	4,621	983	17.55%	5,604	4,621	983	17.55%	48,571	43,950
		IPT	-		-		-	-	-		-	-
Budget	**1**	OT	-		-		-	-	-		-	-
Actual	**1**	**Total**	**5,604**	**4,621**	**983**	**17.55%**	**5,604**	**4,621**	**983**	**17.55%**	**48,571**	**43,950**
Land Reuse Agency	428	Regular	5,769	5,597	172	2.99%	5,769	5,597	172	2.99%	50,000	44,403
		IPT	-		-		-	-	-		-	-
Budget	**1**	OT	-		-		-	-	-		-	-
Actual	**1**	**Total**	**5,769**	**5,597**	**172**	**2.99%**	**5,769**	**5,597**	**172**	**2.99%**	**50,000**	**44,403**
CARE Fund	409-02	Regular	37,890	32,235	5,655	14.93%	37,890	32,235	5,655	14.93%	328,381	296,146
		IPT	-		-		-	-	-		-	-
Budget	**7**	OT	-		-		-	-	-		-	-
Actual	**5**	**Total**	**37,890**	**32,235**	**5,655**	**14.93%**	**37,890**	**32,235**	**5,655**	**14.93%**	**328,381**	**296,146**
Coliseum & Conv. Center	910	Regular	68,253	52,594	15,659	22.94%	68,253	52,594	15,659	22.94%	591,524	538,930
		IPT	-	-	-	0.00%	-	-	-	0.00%	-	-
Budget	**12**	OT	1,731	441	1,290	74.52%	1,731	441	1,290	74.52%	15,000	14,559
Actual	**10**	**Total**	**69,984**	**53,035**	**16,949**	**24.22%**	**69,984**	**53,035**	**16,949**	**24.22%**	**606,524**	**553,489**
Parking System	571	Regular	98,076	95,489	2,587	2.64%	98,076	95,489	2,587	2.64%	849,996	754,507
		IPT	6,780	2,168	4,612	68.02%	6,780	2,168	4,612	68.02%	58,760	56,592
Budget	**21**	OT	2,538	5,855	(3,317)	-130.65%	2,538	5,855	(3,317)	-130.65%	22,000	16,145
Actual	**19**	**Total**	**107,395**	**103,512**	**3,883**	**3.62%**	**107,395**	**103,512**	**3,883**	**3.62%**	**930,756**	**827,244**
Total		Regular	4,923,334	4,739,148	184,186	3.74%	4,923,334	4,739,148	184,186	3.74%	41,742,333	37,003,185
		IPT	152,276	123,745	28,531	18.74%	152,276	123,745	28,531	18.74%	688,479	564,734
Budget	**804**	OT	796,533	948,535	(152,002)	-19.08%	796,533	948,535	(152,002)	-19.08%	6,470,418	5,521,883
Actual	**749**	**Total**	**5,872,143**	**5,811,428**	**60,715**	**1.03%**	**5,872,143**	**5,811,428**	**60,715**	**1.03%**	**48,901,230**	**43,089,802**

Vacancy Report:

City Manager	1	Public Works (all)	22	CARE Fund	1
City Collector	1	Police - Uniform	13	Coliseum	5
Municipal Court	1	Police - Civilian	2	Parking	1
Engineering	2	Fire - Uniform	1	**Total All**	**55**
MOECD	1	Traffic Engineering	1		
Information Systems	1	Parks & Recreation	2		
		Total General Fund	**48**		

Prepared: 8/19/2026
Finance Director

Month includes 3 pay periods (6/14/2026 to 7/25/2026)
YTD includes 3 pay periods (6/14/2026 to 7/25/2026)

Bill No. 8090

Passed by Council:

Introduced in Council

____

September 8, 2026

Introduced by: Referred to

Frank Annie Planning, Streets and Traffic

Bill No. 8090 - A Bill to establish a 20 MPH Speed Limit on Cook Drive from Cantley Drive to the end of Cook Drive and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

Section 1. A Bill to establish a 20 MPH Speed Limit on Cook Drive from Cantley Drive to the end of Cook Drive

Section 2. The Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are amended, to conform to this Ordinance.

Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.

Bill No. 8089

Passed by Council:

Introduced in Council

____

September 8, 2026

Introduced by:

Referred to

Mary Beth Hoover

Planning, Streets and Traffic

Bill No. 8089 - A Bill to create a NO PARKING ANYTIME zone on the northerly side of Main St from a point 151 feet east of Florida Street to a point 315 feet east of Florida Street and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

Section 1. A Bill to create a NO PARKING ANYTIME zone on the northerly side of Main St from a point 151 feet east of Florida Street to a point 315 feet east of Florida Street

Section 2. The Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are amended, to conform to this Ordinance.

Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.