COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Gregorie

2. Approval of Minutes:
   May 10, 2022

3. Bids and Purchases

4. Human Resources Department: Approval of the Benefits Administration System contract with Workplace Solutions in the amount of $70,648, in a form approved by the City legal department. Workplace Solutions was approved by the HR Committee on May 12, 2022 as the City’s new Benefits Administrator System vendor. This is for Budget Year 2023. Approval is requested now so that the City can meet the implementation for Open Enrollment in October 2022.

5. Housing and Community Development: Mayor and City Council approval is requested to allocate funding to the City of Charleston temporary HOPE Center at 529 Meeting Street in the amount of $155,494. The budget reflects up-front and annual costs to operate the Center. The HOPE Center will provide services to those who are unsheltered and are at risk of becoming unsheltered in the Charleston community. The budget is attached. Funding will come from various sources. By approving this budget, Council is approving the use of $65,031 in American Rescue Plan funds for various one-time expenditures related to the Center, $34,170.52 in CDBG-CV funds, and a budget transfer of $56,292.48 from non-departmental expenses in the general fund. The non-departmental expenses include $48,000 that was previously budgeted for the Center and $8,292.48 from contingencies. All of this will be included in future budget amendments. In addition, this will impact future budgets. Estimated impact of the 2023 budget is approximately $155,000.

6. Housing and Community Development: Mayor and City Council are requested to approve $543,000 to The Gateway Companies for the development of sixty-nine (69) senior, affordable rental apartments in the West Ashley community for persons earning sixty (60%) percent and below the Area Median Income. Funding would come from the balance of the General Obligation Bond approved in November 2017. The developer has experienced increased costs on the project leaving a financial gap; City funding would fill that financing gap.

7. Housing and Community Development: Mayor and City Council are asked to approve an amendment to the award of $4,000,000 to Humanities Foundation from $4,000,000 to $4,487,782. The funds were awarded from the General Obligation Bond approved in November 2017; committed in 2019; awarded in 2020. The developer has experienced increased costs due to
interest rate spikes in interim and permanent construction financing, construction and increased flood insurance costs. The initial development budget was $29M; the current development budget is $42M. This development helps to meet the critical needs for affordably priced senior rental housing in the City of Charleston.

8. Police Department: Approval of an agreement between Charleston Dorchester Mental Health Center (CDMHC) and Charleston Police Department (CPD), in the amount of $20,000, for one full-time mental health professional to provide mental health service to children and families in domestic violence cases.

9. Office of Cultural Affairs: Approval to accept a grant award of $17,500 from the National Endowment for the Arts Big Read, a partnership with Arts Midwest, to support community literary events. A 1:1 City match is required. Funding will come from private donations.

10. The Committee on Real Estate (Meeting was held on Monday, May 23, 2022 at 2:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

   a. Request approval for the Mayor to execute a Memorandum of Understanding between the City of Charleston and the Anson Burial Memorial Project Committee.

   b. Request authorization for the Mayor to execute, on behalf of the City of Charleston, the Amended Lease Agreement between KQC Investors, LLC and the City of Charleston, extending the term of the lease to April 30, 2023. (529 Meeting Street, SC 29401)

   c. Please consider the following annexation:

      (i) 2863 Maybank Highway (1.83 acre) (TMS# 313-00-00-135 and 138), Johns Island, (District 5). The property is owned by Mabank Group LLC.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: PAYMENT OF MICROSOFT ENTERPRISE AGREEMENT FOR COMPUTER SOFTWARE.
REQUEST: APPROVAL TO RENEW MICROSOFT ENTERPRISE AGREEMENT FOR CITY COMPUTERS AND SERVERS THROUGH SHI. STATE CONTRACT #4400017751

COMMITTEE OF COUNCIL: Ways & Means DATE: May 24, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Information Technology Yes N/A Signature of Individual Committed Attachment
Procurement

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account: $2,621,884.93 Amount needed for this item: $804,236.91

Does this document need to be recorded at the RMC's Office? Yes No

NOTES: This licensing renewal is required to maintain all Microsoft licensing for all City computers, servers and Mobile Data Terminals to include Windows desktop operating systems, Office applications, network Active Directory, database software, Exchange/email, Windows server operating systems, Mobile Device Management, and related cyber security for current licensing and future upgrade requirements.

CFO's Signature: Mattie, Deputy CFO for Amy Winter, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
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Total: $737,832.02

Additional Comments

Payment Schedule
Year 1: $737,832.02
Year 2: $737,832.02
Year 3: $737,832.02
Total: $2,213,496.06

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3039643; DUN# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
SUBJECT: LOGOS X-RAY SYSTEM
REQUEST: Approval to purchase two (2) Logos X-Ray System from Logos Imaging, LLC, PO Box 576, Windsor, Colorado 80550. Solicitation #22-8010W

COMMITTEE / COUNCIL AGENDA

COMMITTEE OF COUNCIL: Ways & Means DATE: May 24, 2022

COORDINATION: This request has been coordinated with: (attach recommendations/reviews)

<table>
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<tr>
<th>Corporate Counsel</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tr>
<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Police Department</td>
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<tr>
<td>Procurement Director</td>
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FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following:

- Dept./Div.: 240134
- Account #: 58015
- Balance in Account: 17,890
- Amount needed for this Item: $126,603.41

Does this document need to be recorded at the RMC’s Office? Yes [ ] No [ ]

NEED: Identify any critical time constraint(s).

CFO’s Signature: Matt [ ]
FISCAL IMPACT: Funded through the Dept. Security Grant: 25% match required to be allocated through DAS FIF funds.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
From: Lt. George Bradley  
Special Operations Division  

Date: 9 May 2022  

Ref: Logos X-ray systems  

Logos is a digital x-ray system that is portable and utilized by EDT (Explosive Device Team) to inspect packages, bags, etc. The system no longer requires film to produce the x-rays. With the digital system, you can immediately see the results. Multiple x-rays can be taken while the system is in place and does not require returning to the EDT vehicles to develop the x rays.

This system is also compatible with other agencies such as SLED, CCSO who we work closely together with.

Respectfully,

Lt. George Bradley
# BID TABULATION SHEET

**CITY OF CHARLESTON**  
Charleston, South Carolina  
Police Department

**DATE:** APRIL 29, 2022  
**Sol.#** 22-B010W  
**Buyer:** Vera M. White

## LOGOS X-Ray System

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<th>Qty.</th>
<th>Description</th>
<th>Unit</th>
<th>Total</th>
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<td>2</td>
<td>DR Power Cord Kit</td>
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<td>2</td>
<td>Computer Kit for Security DR Systems</td>
<td>4,006.10</td>
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<td>2</td>
<td>Golden Engineering XR150</td>
<td>6,169.20</td>
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<td>2</td>
<td>Logos Off Ground Solution Kit DR Systems</td>
<td>1,603.96</td>
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<td>2</td>
<td>2.4 Ghz, 5 dBi antenna, RPSMA</td>
<td>18.50</td>
<td>37.00</td>
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<td>2</td>
<td>Robotic X-Ray Frame</td>
<td>727.50</td>
<td>1,455.00</td>
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<td>2</td>
<td>Tripod mount for STENOS panels</td>
<td>135.80</td>
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<td>2</td>
<td>Waterproof case for XR150 sources</td>
<td>987.90</td>
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<td>1,394.47</td>
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**Sub-Total:** $117,544.39

**Shipping/Freight:** 176.80

**9% Tax:** 10,453.49

**Total:** $126,603.41

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**Comments:**

**Buyer:** [Signature]  
**Witness:** [Signature]
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<th>Quantity</th>
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<th>Unit Price</th>
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| 2        | STENOS 14x17 Flat Panel Kit. Includes:  
|          | • 3543N 14x17 flat panel imager  
|          | • Two panel batteries  
|          | • Panel battery charger  
|          | • K-Series MIKRÓS  
|          | • Panel bipod  
|          | • USB Wi-Fi radio  
|          | • 50 m cable  
|          | • 3 m panel cable  
|          | • 45 cm X-ray cable  
|          | • Pelican 1637 carrying case  
|          | • Two year warranty                                                        | $44,426.00 | $88,852.00   |
| 2        | DR Power Cord Kit                                                           | $0.00      | $0.00        |
| 2        | Computer kit for Security DR systems, Includes:  
|          | Panasonic FZ-G1 rugged tablet, security software  
|          | and 2 year software maintenance                                             | $4,006.10  | $8,012.20    |
| 2        | Golden Engineering XR150, Includes: XR150 X-Ray Machine, 2 batteries, and 110V battery charger | $5,169.20  | $12,338.40   |
| 2        | Logos Off-the-Ground Solution kit for DR systems  
|          | "Off-the-Ground" means the panel will stand upright  
|          | without the use of any additional clamps or frames;  
|          | therefore, it can image at ground level.                                     | $1,603.96  | $3,207.92    |
| 2        | 2.4 Ghz, 5 dBi antenna, RPSMA male                                          | $18.50     | $37.00       |
| 2        | Robotic X-Ray frame                                                         | $727.50    | $1,455.00    |
| 2        | Tripod mount for STENOS panels                                              | $135.80    | $271.60      |
| 2        | Waterproof case for XR150 sources                                           | $987.90    | $1,975.80    |
| 1        | One Day Training at Customer Site, Includes: travel expenses and labor       | $1,394.47  | $1,394.47    |

Sub-Total                                      $117,721.19
Shipping                                       $176.80
9% Taxes on Materials                           
Total                                           $117,721.19

The range for the system should be approximately 400 meters, line of sight. This exceeds the typical range which is considered a "safe zone" for operations.

The system needs to meet the ANSI 42.55 requirements for all Bomb Disposal portable x-ray systems. Additionally, the x-ray system must be digital and must have mosaic capability.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department
SUBJECT: GAS CHROMATOGRAPH INTERFACE
REQUEST: Approval to establish a contract for Gas Chromatograph Interface
From Thermo Electron North America, 1400 Northpoint Pkwy., Ste. 10, West Palm Beach, FL 33407. Solicitation #21-P037R

COMMITTEE OF COUNCIL: Ways & Means DATE: May 24, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel   Yes   N/A   Signature of Individual Contacted   Attachment
Cap. Proj. Cmte. Chair   □   □   □   □
Police Department   ☒   □   □   □
Procurement Director   ☒   □   □   □

FUNDING: Was funding previously approved? Yes ☒ No □ N/A □
If yes, provide the following: Dept./Div.: 240136   Account #: 58015
Balance in Account $73,960 Amount needed for this item $75,000.00
Excess will come from saved asset funds: ☒

Do this document need to be recorded at the RMC's Office? Yes ☒ No □

NEED: Identify any critical time constraint(s).

CFO's Signature: Mayor's Signature: 

FISCAL IMPACT:

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
Date: May 12, 2022
To: Charleston City Council
From: Judy Gordon, Forensic Services Director
Re: 2021 Coverdell Grant Purchase

The 2021 Paul Coverdell Forensic Science Improvement Grant was awarded to fund the purchase of a Gas Chromatograph (GC) interface module. The Gas Chromatograph (GC) interface module will function as the injection port for the Fourier Transform Infrared Spectrophotometer (FTIR) currently in use in the laboratory for the identification of controlled substances. GC/FTIR technology is a cutting edge forensic tool for the unequivocal identification of isomers, mixtures, drug analogs and emerging street drugs that currently plague our community.
Date: February 1, 2022
To: Robin Barrett Robinson, Senior Buyer
From: Judith Gordon, Forensic Services Director
Re: Proposal 21-P037R

Laboratory Manager Rene Hilton and I reviewed the response to RFP 21-P037R submitted by Thermo Electron North American LLC for the purchase of a Gas Chromatograph Interface and associated training. The proposal meets all of the specifications of the solicitation. The purchase will be made with funding awarded through the Paul Coverdell Forensic Science Improvement Grant 5NF000420.
AGREEMENT BETWEEN THE CITY OF CHARLESTON AND THERMO ELECTRON NORTH AMERICA, LLC FOR GAS CHROMATOGRAPH INTERFACE

THIS AGREEMENT is entered into this ___ day of __________, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Thermo Electron North America, LLC (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Gas Chromatograph Interface in accordance with Solicitation #21-P037R. In the event of a conflict between the Agreement and Exhibits, the order of precedence shall be as follows: This Agreement, Exhibit B, Exhibit A, and Exhibit C. All attachments and exhibits, including Exhibits A, B, and C listed below, shall be incorporated herein:

Exhibit A: Solicitation #21-P037R (the "Request for Proposal")
Exhibit B: Insurance Requirements
Exhibit C: Contractor's Proposal & Cost Proposal

1. The Contractor shall provide the quoted services in a professional and workmanlike manner and perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A and Exhibit C as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A and Exhibit C as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit B, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.
4. The Contractor shall bill only for work according to Exhibit A and Exhibit C as approved by the City and the proposed pricing for such work as shown in Exhibit C. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor’s performance of such requested additional work.

5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed Seventy-Five Thousand Dollars and Zero Cents ($75,000.00) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxied and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.
C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

D. Contractor’s Standard Commercial Warranty shall apply.
   “Contractor’s sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if The City provides notice of defect in Service within ninety (90) days of completion of such Services, Contractor will, at its sole option, either reperform the Services without charge to The City or grant The City a credit for the amount paid by The City with respect to such Service. Contractor warrants that the Products will operate or perform substantially in conformance with Contractor's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Contractor's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of installation with The City; During the Warranty Period, Contractor agrees to repair or replace, at Contractor's option, defective Products so as to cause the same to operate in substantial conformance with Contractor's published specifications; provided that The City (a) promptly notifies Contractor in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Contractor’s review, Contractor will provide The City with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, The City may return the defective Products to Contractor with all costs prepaid by The City. Contractor will reimburse City for any such costs. Replacement parts may be new or refurbished, at the election of Contractor. All replaced parts shall become the property of Contractor. Shipment to The City of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Contractor, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products.

In no event shall Contractor have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Contractor (d) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters after installation; (e) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (f) repairs, maintenance, or modifications made by anyone other than Contractor trained personnel or without Contractor’s supervision and/or approval; (g) relocation and reinstallation of equipment; although upon request Contractor will supervise the
removing, crating, relocation and reinstallation of the Products at Contractor’s current Services rates; (h) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (i) beta-site support; (j) operator training; or (k) repairing Product malfunctions if the fault is not with the equipment. If Contractor determines that Products for which The City requested warranty services are not covered by this warranty, The City will pay or reimburse Contractor for all costs of investigating and responding to such request at Contractor’s then prevailing time and materials rates. If Contractor provides Services or replacement parts that are not covered by this warranty, The City shall pay Contractor therefor at Contractor’s then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN CONTRACTOR WITHOUT CONTRACTOR’S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY CONTRACTOR, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR CONTRACTOR TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF THE CITY FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. Except as expressly provided in this Warranty Statement, Contractor disclaims all other warranties, whether express or implied, oral or written, with respect to the Products, including without limitation all implied warranties of merchantability, fitness for any particular purpose, or noninfringement. Contractor does not warrant that the products or services will accomplish any particular result.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City’s Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City’s Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the
termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor will indemnify, defend, save, and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys’ fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City’s officers, officials, employees and any person directly or indirectly employed by the City, the City’s employees, the employees of any other independent contractors including Subcontractors, or to any member of the public to the extent caused by the negligence or willful misconduct or omission of the Contractor, its employees, agents, or representatives or contractors in connection with the performance of Services associated with this Agreement. When the City submits notice, Contractor shall promptly defend any aforesaid action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF EITHER PARTY UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF CONTRACTOR FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 4D ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY THE CITY TO CONTRACTOR WITH RESPECT TO THE PRODUCT(s) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000); PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF CONTRACTOR’S INTELLECTUAL PROPERTY, AND
Provided further that the foregoing limitation does not apply to Contractor's liability in the event (i) its product(s) infringes a third party's U.S.-based intellectual property right; (ii) bodily injuries sustained by third parties are caused by Thermo Fisher's negligence; or (iii) either party's breach of its confidentiality obligations. Neither party will be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits, or loss of goodwill), regardless whether either party (a) has been informed of the possibility of such damages.

§8. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit B.

§9. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§10. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a
minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:                          To:
City of Charleston          Thermo Electron North America, LLC
John J. Tecklenburg         Leticia Antonio
Mayor                       Proposal Specialist
PO Box 304                  1400 Northpoint Pkwy., Ste. 10
Charleston, SC 29402        West Palm Beach, FL  33407

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§13. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City’s Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§14. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.
§15. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§16. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§17. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City’s name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City’s employees unless it is a direct quote from the Public Information Officer of the City.

§18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor’s duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA (“Immigration Reform and Control Act”) as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§19. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§20. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.
§21. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§22. BACKGROUND CHECK

The City reserves the right with advanced notice to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§23. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor’s failure to pay any tax of any type due in connection with this Agreement.

§24. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

__________________________________________

John J. Tecklenburg
Mayor
Date: ________________________________

__________________________________________

Name
Date: ________________________________

WITNESSES FOR VENDOR:

Thermo Electron North America LLC

Name

Date: ________________________________

Contract Specialist

Dawn Konieczko
Date: May 4, 2022

__________________________________________

Name

Date: ________________________________
**EXHIBIT A**

<table>
<thead>
<tr>
<th>Proposal Number: 21-P037R</th>
<th>Proposals will be received until: January 20, 2022 at 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title: Gas Chromatograph Interface</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Mailing Date: December 22, 2021</td>
<td>Vendor Name: FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td>Telephone Number: Fax Number:</td>
</tr>
<tr>
<td>Minority or Women Owned Business:</td>
<td></td>
</tr>
<tr>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>If so, please provide a copy of your certificate with your response.</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

**IMPORTANT**

1. This solicitation seeks proposals responding to the Specifications for Gas Chromatograph Interface does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Proposal Response Form” to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Robin B. Robinson no later than 1:00pm on January 6, 2022. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.

11
INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror’s complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed “No Proposal” response form.

A “No Proposal” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor’s List.

All pages that require a Signature shall be included with the proposal. Failure to include these required pages may result in the proposal being deemed Non-Responsive.

2. Offerors must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Proposals should be typewritten or computer-generated; however, if this is not possible, the handwriting must be legible. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and 
documentation shall be available in a clear, concise form and reproducible upon request 
"at cost" for the City's internal use. The City reserves the right to reproduce proposals 
for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to 
satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-
sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by 
the City of Charleston in an Addendum to this Solicitation. The City of Charleston 
reserves the right to reject, in whole or in part, any proposal which does not comply with 
such terms and conditions. The City of Charleston reserves the right to retain all 
proposals submitted and to use any ideas in a proposal regardless of whether that 
proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the 
conditions contained in this Solicitation, unless clearly and specifically noted in the 
proposal submitted and confirmed in any resulting contract between the City of 
Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described 
herein and the City reserves the option to award portions of the project to multiple 
Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by 
more than one company shall be deemed to be a proposal for a joint venture between or 
among the companies so submitting proposals unless the proposal clearly and 
equivalently describes that only one firm proposes to act as principal and the other 
firm(s) contractual position is clearly defined. The companies submitting as a joint 
venture shall be held jointly and severally responsible for the entire project and shall not 
be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the 
information requested by the City. If errors or exceptions are found in a proposal, or if 
the proposal fails to conform to the requirements of the Solicitation, the City shall be the 
sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish 
services in accordance with the terms and conditions listed herein. The City further 
reserves the right to make the final determination as to the Offeror's ability to provide 
said services.

15. The Offeror is solely responsible for all costs and expenses associated with the 
preparation of the proposal and of any supplementary presentation (including any oral 
presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) Gratuities. It shall be unethical for any person to offer, give or agree to give any
employee or former employee, or for any employee or former employee to solicit,
demand, accept, or agree to accept from another person a gratuity or an offer of
employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase
request, influencing the content of any specification or procurement standard,
rendering of advice, investigation, auditing, or in any other advisory capacity in
any proceeding or application, request for ruling, determination, claim or
controversy, or other particular matter pertaining to any program requirement or a
contract or subcontract, or to any solicitation or proposal therefore.

   B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment
to be made by or on behalf of a subcontractor under a contract to the prime
contractor, or to hire any subcontractor or any person associated therewith, as an
inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS
   Each Offeror by submitting a Proposal represents that:

   A) The Offeror has read and understands this Solicitation (including all
Specifications and Attachments) and that its Proposal is made in accordance
therewith.

   B) The Offeror has reviewed the Solicitation and has become familiar with the local
conditions under which the Scope of Work is to be performed. The failure or
omission of an Offeror to acquaint himself with existing conditions shall in no
way relieve him of any obligation with respect to this proposal or any resulting
contract.

   C) The Proposal is based on the terms, materials, services and obligations required
by this Solicitation, without exception.

   D) The Offeror is qualified to provide the services and equipment required under this
Solicitation and, if awarded the contract, shall do so in a professional, timely
manner using successful Offeror's best skills and attention.

   E) The Offeror is guaranteeing that all goods and services will meet the requirements
of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
   It is the intent and purpose of the City of Charleston that this Solicitation permits
competition. It shall be each Offeror's responsibility to advise the City if any language,
provision, or other requirement, or any combination thereof, inadvertently restricts or
limits the satisfaction of the specifications stated in this Solicitation to a single source.
Such notification must be submitted in writing, and must be received by the City of
Charleston Procurement Division no later than the last date for written questions. Any
such notification shall be reviewed by the City's Procurement Director.
19. **ADDENDA/CHANGES**
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, [www.charleston-sc.gov](http://www.charleston-sc.gov). All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**
During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. **AWARD OF CONTRACT**
A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. **CONTRACT ADMINISTRATION**
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
   The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. **NOTICE TO PROCEED**
   A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.

25. **OTHER CONTRACTS**
   The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. **MODIFICATION**
   The City’s Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. **INDEPENDENT CONTRACTOR**
   Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. **INSURANCE REQUIREMENTS**
   Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the “Contractor”), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificate(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor’s insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The
Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS
The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. **SUBCONTRACTORS**

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended subcontractors, the subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City’s Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City’s Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. **SUSPENSION OF WORK**

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. **TERMINATION**

A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. **MATERIAL AND WORKMANSHIP: WARRANTIES AND REPRESENTATIONS**

   A) If equipment, materials and supplies are to be a part of the service provided, all
   equipment, materials, and supplies incorporated in the work covered by the Proposal
   and provided by the Contractor(s) are to be new and of the most suitable grade for
   the purpose intended. Unless otherwise specifically provided in this Solicitation,
   reference to any equipment, material, supply or patented process, by trade name,
   make or catalog number, shall not be construed as limiting competition. When
   requested, the Contractor(s) shall furnish to the City for approval the name of the
   manufacturer, the model number, and other identifying data and information
   respecting the performance, capacity, nature and rating of the machinery and
   mechanical and other equipment which the Contractor(s) contemplates incorporating
   in the work. When required by this Contract or when called for by the City the
   Contractor(s) shall provide full information concerning the material or supplies
   which he contemplates incorporating in the work. Machinery, equipment, material
   and supplies installed or used without the required prior approval shall be at the risk
   of subsequent rejection.

   B) By signing its proposal, the successful Offeror(s) shall be deemed to have
   represented that its staff is knowledgeable about and experienced in performing
   the work required in this Solicitation and warrants that it shall use best skill and
   attention to provide the above described work in a professional, timely manner.

   C) The City may, in writing, require the Contractor(s) to remove from the work any
   employee the City deems incompetent, careless or otherwise objectionable.

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**

   All applicable Federal, State and local laws, ordinances, and rules and regulations of any
   authorities shall be binding upon the Contractor(s) throughout the pendency of this
   Project. The Contractor(s) shall be responsible for compliance with any such law,
   ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the
   event of non-compliance as set forth in the Contract.

37. **PERMITS AND LICENSES**

   A) The Contractor(s) shall, without additional expense to the City of Charleston, be
   responsible for obtaining all necessary licenses and permits required by the State of
   South Carolina, or the City of Charleston or any other authority having jurisdiction.

   B) Contractors and subcontractors are responsible at all times for obtaining applicable
   work permits and licenses of any kind.

38. **DISPUTES**

   Any bona fide dispute concerning the bid, proposal, request for qualifications or
   Agreement shall be resolved by the courts of the State of South Carolina. In the event any
   litigation is commenced with respect to any matter set forth in the aforementioned
   documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and
   all other reasonable direct costs associated with such litigation from the non-prevailing
   party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.

   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. **INCORPORATION BY REFERENCE**
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor’s Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. **PRIME CONTRACTOR RESPONSIBILITIES**
   The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. **OWNERSHIP OF MATERIAL**
   Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. **DRUG-FREE WORKPLACE**
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. **FUNDING**
   Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City’s right to pursue and contract for alternate solutions and remedies as deemed necessary by
the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. **SUBMITTING CONFIDENTIAL INFORMATION**
For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the words "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. **RECORDS RETENTION & RIGHT TO AUDIT**
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. **UNSUCCESSFUL OFFERORS**
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. **PAYMENT FOR GOODS & SERVICES**
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. **DISCUSSION/NEGOTIATION:**
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City’s Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City’s Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. **DEFAULT**
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. **FORCE MAJURE**
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
54. **EXCEPTIONS AND DEVIATIONS**
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. **PROMPT PAYMENT DISCOUNT TERMS**
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. **AFFIRMATIVE ACTION**
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**

All responses shall be good for a minimum period of ninety (90) calendar days.

65. **CONTRACT TERMS**

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
**NO PROPOSAL RESPONSE FORM**

<table>
<thead>
<tr>
<th>Proposal Number: 21-P037R</th>
<th>Proposals will be received until: January 20, 2022 at 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Title: Gas Chromatograph Interface</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: December 22, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

**Minority or Women Owned Business:**
Are you a certified Minority or Women-Owned business in the State of South Carolina?  
☐ Yes ☐ No
If so, please provide a copy of your certificate with your response.

**Authorized Signature:** ____________________________  **Title:** ____________________________  
**Date:** ____________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must sent in if not sending in a submission.

To submit a "No Proposal" response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your "No Proposal" response

☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).

☐ Specifications are ambiguous (explain below).

☐ We are unable to meet specifications.

☐ Insufficient time to respond to the solicitation.

☐ Our schedule would not permit us to perform.

☐ We are unable to meet bond requirements.

☐ We are unable to meet insurance requirements.

☐ We do not offer this product or service.

☐ Remove us from your vendor list for this commodity/service.

☐ Other (specify below).

**Comments:** ____________________________________________

________________________________________________________

________________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email

Telephone Number/Toll Free Also (If Available)

Remittance Address

Fax Number

City, State, Zip

Date

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes    ☐ No
If so, please provide a copy of your certificate with your response.
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
MWBE Compliance Provisions and Instructions  
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   - Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   - Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: __________________________________________

Signature ___________________________ Date _______________________

Print Name ___________________________ Title _______________________

Witness


AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of ____________________________________________

(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

• 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

• 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

• 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

• 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

• 5. Attended any pre-solicitation meetings scheduled by the City.

• 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

• 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

• 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

• 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

• 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

• 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:__________ Name of Authorized Officer (Print/Type): ________________________________

Signature:______________________________

Title: ________________________________

31
AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

I, ________________________________, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>(African American)</td>
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<tr>
<td>DBE Certification Number</td>
<td>(Women)</td>
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<td>(Asian American)</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: __________________________ Name of Authorized Officer (Print/Type): __________________________

Sworn to before me this _______ day of ________________________, 20__.

Notary Public for the State of __________________________
My Commission Expires: __________________________

Print Name: __________________________
Phone Number: __________________________
Address: __________________________
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _______________________________. I hereby certify that on the
(Name of Bidder)

__________________________, Total Project Amount $____________________
(Project Name)

I will make a good faith effort to expend a minimum of _______% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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Total MBE Participation: ___________%  $_________

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);
Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ___________  Name of Authorized Officer (Print/Type): ______________________________

Signature: ____________________________________________
Title: ______________________________

Sworn to before me this _____ day of ________________, 20__.
Notary Public for the State of _______________________

My Commission Expires: ________________________________
Print Name: _______________________________________
Phone Number: _______________________________________  Notary Seal:
Address: ___________________________________________
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of ____________________________________________
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ____________________________
________________________________________ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:__________ Name of Authorized Officer (Print/Type):___________________________________________

Signature:___________________________________________

Title:_______________________________________________

Sworn to before me this ____ day of _________________, 20__, Notary Seal:
Notary Public for the State of ____________________________
My Commission Expires:_________________________________
Print Name:_________________________________________
Phone Number: ______________________________
Address: ____________________________

34
References
Offerors must supply a minimum of three (3) references for which they have provided the same or similar services being requested in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

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GENERAL INFORMATION

The City of Charleston is seeking a vendor that can provide Gas Chromatograph Interface for the Charleston Police Department. Vendor should provide detailed information on the product in which they are submitting a proposal.

PROCUREMENT PROCESS
The RFP (Request for Proposal) is not a bid. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS
Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on January 6, 2022. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

ORAL STATEMENTS
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT
If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City’s endorsement of the successful Offeror’s product or services.

PROPRIETARY INFORMATION
If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS
Respondents’ contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.
CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS
Offerors may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

SUSPENSION AND DEBARMMENT
The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

CONTRACT NEGOTIATIONS
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

CONTRACT TERMS
The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

PROPOSAL PREPARATION
All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror’s proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.
RECEIPT OF PROPOSALS
Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (January 20, 2022 @ 12:00pm) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES
Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

NUMBER OF PROPOSALS SUBMITTED
Each Vendor must submit one (1) unbound Original and four (4) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive) (Please have submittal on flash drive as 2 documents only: Proposal and Cost). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “Original” on the original proposal.

RESPONSE FORMAT AND ORGANIZATION
To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

COMPLETION OF RESPONSES
Only information presented in the Proposal will be used to evaluate the truck that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
PROPOSAL FORMAT
Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP. The Original shall be single sided and the copies can be bound in a single volume (double sided) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All proposal packages should be clearly marked “21-P037R Gas Chromatograph Interface” and submitted in a sealed envelope.
b) Technical and Price proposals should be submitted together in one box/mailing container; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal. Please do not waste envelopes putting each copy of the proposal in a separate envelope.
c) Proposals must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals must be received in the City’s Procurement Office no later than 12:00pm on January 20, 2022. Late proposals will not be accepted for any reason.
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the proposal.
h) Offerors should submit proposals in the following format:

1. **Title Page:** Should show the RFP’s subject; the Offeror’s name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. **Table of Contents:** Provide a Table of Contents to aid the evaluation of the proposal.

3. **Transmittal Letter:** Proposal should include a signed letter of transmittal briefly stating the Offeror’s understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of “why” the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. **Detailed Proposal:** The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Gas Chromatograph Interface to the City in conformity with the requirements of this RFP. Offerors should address all the points outlined in the Criteria Factors.

**PROPOSAL EVALUATION PROCESS**
The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This
Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

**PROPOSAL EVALUATION CRITERIA FACTORS**
The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors
- Quality and Completeness of Response to RFP
- Company History, Stability and Ability to Provide Maintenance Contract
- Compatibility and Functionality
- Timeliness of Hardware and Service Delivery
- Cost Proposal (Itemized)

It is the Offeror’s responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.
Gas Chromatograph Interface Specifications

1. **Scope of Work**
   Furnish and install a Gas Chromatograph (GC) Interface to a Nicolet iS50 Fourier Transform Infrared Spectrometer (FTIR). The combination of GC and FTIR will provide an effective tool for analyzing multi-component organic samples, including solvents, reactants, pharmaceuticals, petrochemicals, and environmental samples. Software will integrate the operation and data generated by both instruments.

2. **Vendor Requirements**
   Instruments must be a regularly manufactured item by the vendor. Literature brochures and photographs must accompany the proposal. The proposal must address each of the requirements herein. Vendor must demonstrate a history of performance and financial responsibility.

3. **Compatibility**
   Gas Chromatograph must interface with a Nicolet iS50 Fourier Transform Infrared Spectrophotometer. Must be compatible with Windows-based OMNIC software for data collection and manipulation.

4. **GC Mainframe**
   - 110V Gas Chromatograph with flame ionization detector with all connections:
   - Injector port and syringe
   - Make-up gas module
   - Mounting hardware
   - Temperature range 3-450 degrees Celsius
   - Start-up consumables kit

5. **GC/IR Interface Specifications**
   - 110V GC interface module with connection for precise optical alignment with FTIR
   - Liquid nitrogen cooled MCT-A detector with CdTe window
   - Gold-coated lightpipe and caps that produce high absorption with minimal peak broadening
   - Heated transfer line and gas cell with USB controllers
   - Temperature controllers for individual control of lightpipe and transfer line temperature
   - Transfer line capable of inert passage and direct insertion of the capillary column into the lightpipe
   - Adjustable gas controller to the GC oven to maintain linear velocity and peak integrity within the lightpipe
6. **Accessories**
   - 120V, 3-conductor power cord
   - Full enterprise solution designed for tracking, accountability and QA/QC with licensing
   - Autosampler compatible with gas chromatograph
   - Gas Flow Splitter for detector capable of a split flow of 10:1
   - Non-polar capillary column 30m x 25mm x 0.25μm with a stationary phase capable of separation of seized drugs

7. **Services**
   - Delivery, installation and verification of expected standards of instrument performance
   - Two day on-site training for 5 people in the initial set-up, method development, operation, maintenance, troubleshooting, QA/QC of the gas chromatograph and associated software
   - Delivery, installation, verification and training must be completed by August 30, 2022
   - One-year warranty from date of installation
Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   _____ Yes _____ No

2. Did you sign the Certificate of Familiarity form?
   _____ Yes _____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   _____ Yes _____ No

4. Did you sign the applicable Affidavit?
   _____ Yes _____ No

5. Did you mark your "Original" Proposal and provide the required # of copies?
   _____ Yes _____ No

6. Did you complete and include all pricing sheets?
   _____ Yes _____ No

7. Did you include the required references?
   _____ Yes _____ No

8. Did you provide a copy of insurance and all other documentation requested?
   _____ Yes _____ No

9. Did you include and sign any addenda?
   _____ Yes _____ No

10. Did you double check to make sure you have included everything that is requested?
    _____ Yes _____ No

If you have any concerns, please do not wait until after opening to raise them. At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the proposal carefully.

This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.
EXHIBIT B

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives or employees. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a company authorized to do business in South Carolina. Coverage shall be at least broad as:

1. the most current version of Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 with respect to the coverage required by C.1. below.

2. the most current version of Insurance Services Office Business Auto Coverage Form CA 00 01 covering automobile liability, code 1 “any auto” with respect to the coverage required by C.2 below.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.
D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be included as an additional insured under the Contractor's general liability policy by attaching the most current version of Insurance Services Office Commercial General Liability Endorsement CG2001 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, wording equivalent to the most current version of Insurance Services Office Commercial General Liability Endorsement CG2001 shall be incorporated into Contractor's general liability policy. Blanket where required by written contract endorsements shall be accepted.

   Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

   The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston except to the extent of negligence of the City of Charleston, its officials, employees or volunteers whether individually or collectively.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Intentionally deleted.

G. 

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates are to be signed by an authorized representative. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences.
Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
Transmittal Letter: Gas Chromatograph Interface

We are pleased to submit a bid for the Gas Chromatograph Interface for the City of Charleston.

Provided with this proposal is the quote number: CPQ-00424055, valid until April 30 with the lead time of 10-12 weeks from PO. The system comes with a one-year manufacturer's warranty starting on the installation date. Additional documents have been attached to address instrument characteristics and specifications.

Thermo Fisher Scientific is the sole manufacturer and sole distributor for the items listed on the attached quote. We are the only company that can provide the 1310 GC and the interface to the iS50. We have a nationwide service team comprised of our direct employees. We do not use subcontractors to support our systems warranties or service agreements. All service and repair work will use new original parts for any repairs that may be needed. Attached to this letter I've added some additional information to describe our company focus, products and services offered along with an overview of the installation and service process supported by our Unity Labs Services (ULS) organization.
Subject: Request for Proposal – Detailed Proposal
Gas Chromatograph Interface -Solicitation # 21-P037R

Thank you for the opportunity to bid on the RFP: Gas Chromatograph Interface. Thermo Fisher Scientific is pleased to offer our proposal for the Nicolet iS50 GC-IR Interface Module, which meets or exceeds all specified requirements. Specification sheets are included with this proposal.

Thermo Fisher Scientific Inc. is the world leader in serving science, with annual revenue exceeding $25 billion. Our Mission is to enable our customers to make the world healthier, cleaner and safer. Whether our customers are accelerating life sciences research, solving complex analytical challenges, improving patient diagnostics and therapies or increasing productivity in their laboratories, we are here to support them. Our global team of more than 75,000 colleagues delivers an unrivaled combination of innovative technologies, purchasing convenience and pharmaceutical services through our industry-leading brands, including Thermo Scientific, Applied Biosystems, Invitrogen, Fisher Scientific, Unity Lab Services and Patheon. For more information, please visit www.thermofisher.com.

We are the world leader in serving science, and with that position comes a great sense of responsibility to the global community. We realize we have the ability to make a significant positive impact on society in many different ways. First and foremost, we are inspired by our Mission, which is to enable our customers to make the world healthier, cleaner and safer. This is our purpose, and it motivates our more than 70,000 colleagues around the world to do their best every day. The products and services we provide to our customers help them to tackle some of the world’s greatest challenges – like curing disease, protecting the environment and keeping the public safe – and we are passionate about working with them to achieve their goals. We are committed to serving our customers in ethical and sustainable ways. Not only do we provide innovative solutions that help them meet their sustainability goals, but we’re also reducing our own environmental impact. We’re focused on increasing efficiency and optimizing the resources we use at our facilities by using our Practical Process Improvement (PPI) Business System and investing in energy-reduction projects and technologies. Additionally, everything we do is
grounded in our 4i Values of Integrity, Intensity, Innovation and Involvement. We were recognized externally in 2018 with perfect scores on the Corporate Equality Index and Disability Equality Index, as well as a Women’s Choice Award for being a Best Company for Women. Our colleagues consider workplace diversity to be one of our greatest strengths, and we continue to foster a culture where every colleague feels valued and involved in our success. That involvement fuels innovation for our company, supports our growth and ultimately benefits society. Thermo Fisher has more than 100 employee-led Community Action Councils worldwide, with thousands of our colleagues volunteering their time to help others. Our focused investments to promote STEM education are inspiring the next generation of scientists — 134,000 students around the world benefitted from our efforts. Being a good corporate citizen is, of course, the right thing to do. All of our stakeholders — customers, employees and investors want to be associated with a company that not only delivers outstanding performance but does so responsibly to create long-term value. We recognize that we have a fourth stakeholder group — humanity — that makes what we do matter even more.

Thank you for your consideration.

Sincerely,

Keith Rhodes
Sales Engineer
Molecular Spectroscopy
Thermo Fisher Scientific
5225 Verona Road | Madison, WI 53711
Mobile +1 (704) 502-4139
keith.rhodes@thermofisher.com | http://www.thermofisher.com

www.thermofisher.com
The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 21-P037R  Proposals will be received until: January 20, 2022 at 12:00pm
Proposal Title: Gas Chromatograph Interface

Mailing Date: December 22, 2021  Direct Inquiries to: Robin B. Robinson
Vendor Name: Thermo Electron North America LLC  FEIN/SS#: 43-1992201
Vendor Address: 1400 Northpoint Pkwy, Suite 10
City – State – Zip: West Palm Beach, FL 33407-1976
Telephone Number: (800)532-4752  Fax Number: (561)688-8731

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina?  □ Yes □ No
If so, please provide a copy of your certificate with your response

Authorized Signature:  Title: Proposal Specialist
Date: 1/17/2022

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Specifications for Gas Chromatograph Interface does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Proposal Response Form” to our office.

3. DEADLINE FOR SUBMISSION OF OFFER: Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation must be submitted in writing to Robin B. Robinson no later than 1:00pm on January 6, 2022. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Thermo Electron North America LLC

Company Name
As registered with the IRS

1400 Northpoint Pkwy, Suite 10
Correspondence Address

West Palm Beach, FL 33407
City, State, Zip

leticia.antonio@thermofisher.com
Email

PO Box 742775
Remittance Address

Atlanta, GA 30374-2775
City, State, Zip

43-1992201
Federal Tax ID (FEIN)/SS Number

Authorized Signature

Leticia Antonio
Printed Name

Proposal Specialist
Title

(800)532-4752
Telephone Number/Toll Free Also (If Available)

(561)688-8731
Fax Number

1/17/2022
Date

09934951-0
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☐ No
If so, please provide a copy of your certificate with your response.

*In the event that we are awarded this RFP, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate the Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   □ Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

   OR

   □ Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current workforce.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Thermo Electron North America LLC

Signature
Leticia Antonio

Print Name

Witness

Date 1/17/2022

Proposal Specialist

Title

20
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of Thermo Electron North America LLC

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Gas Chromatograph Interface - Solicitation Number: 21-P037R contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 01/27/2022

Name of Authorized Officer (Print/Type): Leticia Antonio

Signature:

Title: Proposal Specialist

Notary Seal:

FRANK L. ST. GERMAIN
Notary Public - State of Nevada
County of Clark
APPT. NO. 18-3398-1
My App. Expires June 11, 2022
## References

Offerors must supply a minimum of three (3) references for which they have provided the same or similar services being requested in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/Fax</th>
<th>Email</th>
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<tr>
<td>US EPA Central Laboratory</td>
<td>701 Mapes Rd, Fort George G Meade, MD 20755</td>
<td></td>
<td>&quot;Further information provided upon request&quot;</td>
</tr>
<tr>
<td>U.S. Army, CRDEC, Chemical Research, Development and Engineering Center</td>
<td>Aberdeen Proving Ground – Edgewood Area, MD 21010</td>
<td></td>
<td>&quot;Further information provided upon request&quot;</td>
</tr>
<tr>
<td>US Navy, Naval Air Station Patuxent River</td>
<td>47123 Buse Rd, Patuxent River, MD 20670</td>
<td></td>
<td>&quot;Further information provided upon request&quot;</td>
</tr>
<tr>
<td>US CIA</td>
<td>DD (Dulles Discovery), 1 Sully Road, Dulles, VA 20166</td>
<td></td>
<td>&quot;Further information provided upon request&quot;</td>
</tr>
<tr>
<td>Glenn Everett - Special Agent/Forensic Scientist Supervisor</td>
<td>Tennessee Bureau of Investigation 901 R.S. Gass Blvd. Nashville, TN 37216</td>
<td></td>
<td><a href="mailto:Glenn.Everett@tn.gov">Glenn.Everett@tn.gov</a></td>
</tr>
</tbody>
</table>
Welcome to Thermo Fisher Scientific, the world leader in serving science, and thank you for purchasing a Thermo Scientific instrument. We want you to get the most out of your new instrument for many years to come and provide you with access to resources that can empower your staff and company to succeed. Here is some useful information to help and what you can expect over the coming weeks.

Order Management Team: All communication with regard to the shipping and delivery of your instrument will be provided by the Order Management Team. Questions regarding this information should be directed to usmadorderprocessing@thermofisher.com

Unity Lab Services (ULS) Concierge Team: You will be contacted by our ULS Concierge Team to complete a site preparation checklist in order to determine that your lab is ready for the installation of your instrument. The installation cannot be scheduled until this checklist has been completed. The ULS Concierge Team will then communicate installation dates and coordinate the delivery of any training that was purchased on your order. Questions regarding this information should be directed to ULSConciergeNA@thermofisher.com

Installation: When your instrument arrives, the ULS Concierge Team will schedule a Field Service Engineer (FSE) to install the system. Please understand that actual installation times depend on the complexity of the instrument and can take an average of two weeks from the arrival of the instrument to the sign-off of a complete installation. If you require an expedited installation, work with your Concierge Team representative.

Familiarization: Your purchase includes hardware orientation and system familiarization. You should expect an overview of the instrument by your FSE, including hardware operation, basic maintenance, and a basic overview of software. This is a high-level orientation and is not intended as a substitute for more in-depth training.

Training: If you purchased training or application support with your instrument, the ULS Concierge Team will help coordinate the delivery of the training.

If no training was included with your system, evaluate the user’s experience with the technique, applications, software, and hardware. If you decide training would be beneficial, please work with your sales team to design the best solution. To meet your needs, we offer different ways to deliver training, including web-based and onsite, for software, hardware, and applications. In addition, you can register for one of our educational courses or schedule onsite support by e-mailing us training.analyze@thermofisher.com. For a complete list of current training courses, visit our education website at unitylabservices.gossignmemup.com.

Service Calls: We strongly recommend that you log any problem, large or small, with Unity Lab Services (ULS) only. This guarantees that you get a timely response and allows us to track your issue to a successful and satisfying resolution. You can send an e-mail or call (see contact information below). Please provide the serial number on your instrument when contacting us.

- Phone: 800-532-4752 to connect with our Call Center for all service requests or issues.
- E-mail: us.customer-support.analyze@thermofisher.com and a Service Coordinator will assist you.

Warranty Information: Your new instrument comes with a standard one-year factory warranty including unlimited parts, labor, and travel and starts upon successful installation. It also includes unlimited technical support over the phone. All warranty repairs are performed by Thermo Fisher Scientific employees and are never contracted to third parties. Factory warranties do not include Preventive Maintenance but this can be added later. Post-warranty contracts and support for your instrument are easy to add and can be reviewed at www.unitylabservices.com. You can also phone the Call Center at 800-532-4752 and speak with a Contract Support Specialist.

Technical Support: Please call 800-532-4752. The Call Center will connect you to the correct technical expert. Over-the-phone support is available for the lifetime of the instrument. We have an experienced team of application experts available to help. If more complex application issues are involved, technical support can help escalate the issue or request additional assistance from our Center of Excellence (COE) application team.
Ordering Instrument Parts: E-mail Usmad.serviceoe.PO@thermofisher.com or phone 800-532-4752.

Ordering Consumables: We have an Inside Sales team dedicated to helping you find the right consumables, including columns, fittings, vials, and closures, and sample preparation tools. They are chromatography experts and can help with technical consumable questions, ordering, or cross-referencing questions. Call the consumables Inside Sales team at 800-332-3331. We also have a convenient online consumable catalog at thermofisher.com/catalog.

<table>
<thead>
<tr>
<th>At-a-Glance Summary</th>
<th>Link or E-mail</th>
<th>Phone</th>
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<tr>
<td>Unity Lab Services (ULS) Concorge Team</td>
<td><a href="mailto:ULSConcorgeNA@thermofisher.com">ULSConcorgeNA@thermofisher.com</a></td>
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<td>Training offerings</td>
<td><a href="mailto:us.training.analyze@thermofisher.com">us.training.analyze@thermofisher.com</a></td>
<td></td>
</tr>
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<td>Service calls</td>
<td>unitylabservices.gosignmeup.com</td>
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</tr>
<tr>
<td>Warranty information</td>
<td><a href="mailto:us.customer-support.analyze@thermofisher.com">us.customer-support.analyze@thermofisher.com</a></td>
<td>800 532 4752</td>
</tr>
<tr>
<td>Technical support</td>
<td>unitylabservices.com</td>
<td>800 532-4752</td>
</tr>
<tr>
<td>Ordering instrument parts</td>
<td><a href="mailto:Usmad.serviceoe.PO@thermofisher.com">Usmad.serviceoe.PO@thermofisher.com</a></td>
<td>800 532-4752</td>
</tr>
<tr>
<td>Ordering consumables and consumable catalog</td>
<td>thermofisher.com/catalog</td>
<td>800 332-3331</td>
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</table>

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<tr>
<th>Additional Resources</th>
<th>Link or E-mail</th>
<th>Phone</th>
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<tr>
<td>Application notes and methods</td>
<td>thermofisher.com/AppsLab</td>
<td>800 766-7000</td>
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<tr>
<td>Technical information on columns and consumables</td>
<td>thermofisher.com/chromexpert</td>
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<tr>
<td>Chromatography blog</td>
<td>analyzegeuru.com</td>
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<tr>
<td>Chromatography learning center</td>
<td>thermofisher.com/chromeleon</td>
<td></td>
</tr>
<tr>
<td>Product knowledgebase</td>
<td>thermokb.com</td>
<td></td>
</tr>
</tbody>
</table>

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Thermo Fisher Scientific

- Chromatography and mass spectrometry
  - Ion Chromatography (IC)
  - Liquid Chromatography (HPLC)
  - Gas Chromatography (GC, GCMS, GCMSMS)
  - Gas Chromatography Mass Spectrometry (GCMS, GCMSMS)
  - Trace elemental analysis (ICP-ICPMS, AA)
  - Sample Prep
  - Spectroscopy
  - Mass Spectrometry
  - Laboratory Information Management Software (LIMS)
  - Isotope Ratio Mass Spectrometry (IRMS)

- Air Quality
- Water Analysis
- Bioproduction
- Clinical and Diagnostic
- Lab Automation and Software
- Lab Consumables
- Lab Equipment
- Life Science
- Manufacturing and Processing
- Microbiology
- Radiation Measurement and Security
- Spectroscopy and Elemental Analysis

Applied Biosystems

- Real-time PCR
- Clinical laboratory controls
- CE sequencing

- Human Identification
- Endpoint PCR

Invitrogen

- Cellular analysis
- PCR
- Cloning/synthetic biology

- RT-PCR
- Transfection
- DNA isolation

Fisher Scientific

- BioPharma Services
  - Fisher Clinical Services
  - Fisher Bioservices
  - Priority Solutions ClinTrack Cenduit

- Doe & Ingalls

Unity Lab Services

- Multi Vendor Enterprise and Instrument Services
The world leader in serving science

- **70,000** employees
- **5,000** R&D scientists/engineers
- **$1B** invested in R&D
- **>$24B** in revenue
We take pride in our Mission

We enable our customers to make the world healthier, cleaner and safer
Our commitment to scientific advancement

We offer products and solutions that enable customers to push the boundaries of innovation

- Customer focus
- Unmatched portfolio
- Industry-leading scale
- Depth of capabilities

ThermoFisher Scientific
Our unique customer value proposition

We help our customers **accelerate innovation** and enhance **productivity**, underpinned by quality.
Our leading scientific products, services and workflow solutions

Thermo Fisher Scientific

The world leader in serving science

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Applied Biosystems: Inspiring meaningful genetic analysis
Invitrogen: Accelerating discovery research
Fisher Scientific: One stop access for scientific products
Unity Lab Services: Instrument and enterprise services
Expanding capabilities in pharma services

**patheon**

Leading large and small molecule contract development and manufacturing organization

**fisher clinical services**

**QUALITY & PERFORMANCE**
Delivering quality and reliability

**DEPTH OF SERVICES**
API, biologics, formulation, clinical trials, solutions and commercial manufacturing

**SCALE AND GLOBAL CAPACITY**
Flexible network to address increasingly complex customer needs

- **75%** of global contract manufacturing orders accessed
- **~40** of the top 160 drugs manufactured
- **~21%** of all outsourced ELs approved over the last decade

ThermoFisher SCIENTIFIC
Unsurpassed and evolving portfolio mix

Healthcare  Life Sciences  Applied Markets  Lab Equipment, Chemicals and Scientific Supplies Channel  Pharma and Biotech

Enterprise-Wide Services and Digital Science Solutions
Thermo Scientific Nicolet iS50 FTIR Spectrometer

The materials analysis workstation

The Thermo Scientific™ Nicolet™ iS™50 FTIR Spectrometer uniquely combines multi-tasking capabilities and high performance in an affordable, optimized footprint system. Extensive upgrade options include a built-in ATR, an automated beamsplitter exchanger and Raman, NIR, TGA-IR and GC-IR modules.

The main goal of the busy analytical laboratory, whether working with polymers, rubbers, pharmaceuticals, forensics or any other materials, is answering specific questions. The Nicolet iS50 FTIR Spectrometer provides smarter tools - both in the instrument and in the software - to lead you to definitive answers.

The Nicolet iS50 system couples multiple sources, sampling stations and detection options through Touch Point one-touch setup and operation, especially when driven by the iS50 ABX automated beamsplitter exchanger. Built-in tools leave open options, such as simultaneous installation of a sample compartment S50 Raman module and the iS50 ATR multi-range, diamond sampling station.

All offerings you have come to know, like Thermo Scientific Smart Accessories™ and System Performance Verification, are supported on the Nicolet iS50.

In the most demanding laboratory situations, full validation is available along with hyphenated tools like the iS50 GC-IR module and the TGA-IR accessory. The Thermo Scientific OMNIC™ Software contains new tools such as the Mercury TGA and Mercury GC analysis routines, auto-reporting and the archiving of analysis results when you save your data.

Experience FTIR beyond the ordinary with the Nicolet iS50 FTIR Spectrometer.
Thermo Scientific
Nicolet iS50 FTIR Spectrometer
The materials analysis workstation

Four Position Source Mirror
- Polaris Long-lifetime mid-IR source
- Tungsten-Halogen NIR/Vis source
- Raman InGaAs detector
- Focused emission port

<table>
<thead>
<tr>
<th>Source</th>
<th>High (cm⁻¹)</th>
<th>Low (cm⁻¹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polaris IR</td>
<td>9500</td>
<td>10</td>
</tr>
<tr>
<td>NIR/Vis</td>
<td>27,000</td>
<td>2000</td>
</tr>
<tr>
<td>External</td>
<td>Custom</td>
<td>Custom</td>
</tr>
</tbody>
</table>

Beam Size and Optical Filters
- Continuously variable J-stop
- High-resolution standard, 0.09 cm⁻¹
- Filter wheel accepts up to five industry standard one inch filters for visible, near-IR etc.

High Efficiency Sealing System
- Sealed and desiccated standard
- Purge connections standard
- Small volume

Three Position Detector Mirror
- User replaceable, Lk, cooled
- DLATGS (standard)
- User replaceable, room temperature

<table>
<thead>
<tr>
<th>Detector</th>
<th>High (cm⁻¹)</th>
<th>Low (cm⁻¹)</th>
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</thead>
<tbody>
<tr>
<td>DLATGS-KBr</td>
<td>12,500</td>
<td>300</td>
</tr>
<tr>
<td>MCT-High D</td>
<td>11,700</td>
<td>800</td>
</tr>
<tr>
<td>MCT-A</td>
<td>11,700</td>
<td>600</td>
</tr>
<tr>
<td>MCT-B</td>
<td>11,700</td>
<td>400</td>
</tr>
<tr>
<td>Time-resolved MCT</td>
<td>11,700</td>
<td>650</td>
</tr>
<tr>
<td>Silicon</td>
<td>27,000</td>
<td>8600</td>
</tr>
<tr>
<td>PbSe</td>
<td>11,000</td>
<td>2000</td>
</tr>
<tr>
<td>InGaAs</td>
<td>12,000</td>
<td>3800</td>
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<tr>
<td>InSb</td>
<td>11,500</td>
<td>1800</td>
</tr>
<tr>
<td>DLATGS-CaF</td>
<td>9400</td>
<td>200</td>
</tr>
<tr>
<td>DLATGS-Polyethylene</td>
<td>700</td>
<td>50</td>
</tr>
<tr>
<td>Si bolometer</td>
<td>600</td>
<td>10</td>
</tr>
<tr>
<td>Photovoltaic</td>
<td>10,000</td>
<td>400</td>
</tr>
</tbody>
</table>

Full Sized Sample Compartment
- KBr or CaF windows
- Motorized purge shutters
- Compatible with standard and Smart Accessories

Small Footprint

<table>
<thead>
<tr>
<th>System</th>
<th>Weight</th>
<th>Dimensions (W x D x H)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>60 kg</td>
<td>62.6 x 69.8 x 27.8 cm</td>
</tr>
<tr>
<td></td>
<td>132 lbs</td>
<td>25 x 27 x 11 in</td>
</tr>
<tr>
<td>With ABX</td>
<td>64 kg</td>
<td>62.6 x 69.8 x 50.8 cm</td>
</tr>
<tr>
<td></td>
<td>141 lbs</td>
<td>25 x 27 x 20 in</td>
</tr>
</tbody>
</table>

No added weight for Raman and dedicated ATR
Only 27.8 cm (11 in) more with iS50 HR module

Motorized ZnSe Wire
Grid Polarizer, in/out and rotation controlled
Optional ISSO ABX Automated Beamsplitter Exchanger
- Up to three beamsplitters
- Cover far-mid-near, far-mid-vis or other combinations
- Less than 25 seconds per exchange
- 52 mm beamsplitter diameter

<table>
<thead>
<tr>
<th>Beamsplitter</th>
<th>High (cm⁻¹)</th>
<th>Low (cm⁻¹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>KBr</td>
<td>7,800</td>
<td>350</td>
</tr>
<tr>
<td>XT-KBr</td>
<td>11,000</td>
<td>375</td>
</tr>
<tr>
<td>Quartz</td>
<td>27,000</td>
<td>2,800</td>
</tr>
<tr>
<td>CaF₂</td>
<td>14,550</td>
<td>1,200</td>
</tr>
<tr>
<td>Cel</td>
<td>6,400</td>
<td>200</td>
</tr>
<tr>
<td>Solid-Substrate</td>
<td>&gt;1000</td>
<td>10</td>
</tr>
</tbody>
</table>

Cal is offered as a dedicated system.

Sample Compartments
- Fluorescence-Free FT-Raman
  - 1064 nm diode laser
  - Weight: 7.6 kg (16.7 lbs)
  - Full validation for regulated environments available
  - Built in x-y-z stage
  - Point and collect, area map, well plates
  - Driven by Thermo Scientific Pyview™, Atlas™ and Array™ Automation
  - Screening and cluster analysis

Dynamically Aligned Interferometer
- Thousands of field-proven installs
- Durability and speed
- Tilt and shear full mirror control

Easy Laser Replacement
- Modular design
- Externally mounted
- Accurate, precise, stable He-Ne laser

Validation / Attenuation Wheel Standard
- NIST traceable 1.5 mil polystyrene
- NIST traceable N-11 glass
- Two selectable energy screens

Optional ISSO ATR
- Built-in, all-reflective diamond ATR
- Mid- to far-IR capable: 80 to over 5000 cm⁻¹
- Monolithic diamond for durability
- Software-controlled activation
- Pressure applied to 80 lbs
- Removable tray for cleaning
- Liquid/volatile cover available
- Puff validation for regulated environments available

Far-Infrared spectrum of acetylene/ferrocene
**iS50 Raman Module**

- **Built-in USB Video Camera**
  - 5 mm field of view
  - View and collect
  - Archive images

- **Quick Lock Connections**
  - Cable free installation

**External iS50 NIR Module**

- Integrating Sphere and NIR Fiber Port
  - Supports sample cup spinner, viscous sample accessory, and more
  - Fiber optic SMA in/out ports
  - Optional Thermo Scientific Saber™ probe
  - Fall validation for regulated environments
  - Available in integrating sphere only configuration

**External iS50 GC-IR Module**

- Heated Flow Cell and Transfer Line
  - 300 °C continuous operation
  - 15 cm x 1 mm diameter gold-coated light pipe
  - Splitter (10:1) for FID/IR detection
  - Driven by OMNIC Series Software

Infrared data management and autosampler control when equipped with Thermo Scientific TRACE™ 1510 GC and Thermo Scientific Dionex™ Chromelon™ Chromatography Data System Software.
Go beyond your expectations
with the Nicolet iS50 FTIR Spectrometer

The real meaning of "workstation" is getting the tools you need into the footprint you have available at a cost you can manage. The Nicolet iS50 FTIR Spectrometer solves all this by giving you...

- Dual sources: proprietary Thermo Scientific Polaris™ long-lifetime mid-IR source and ultra-stable Near-IR/Visible Tungsten-Halogen source
- Up to five detectors installed
- The proven, respected Thermo Scientific Vectra™ interferometer featuring dynamic alignment
- Motorized iS50 ABX automated beamsplitter exchanger mounting up to 3 beamsplitters
- Built-in all reflective, mid- and far-IR diamond iS50 ATR
- Sample compartment iS50 Raman module with x-y-z stage
- Touch Point operation for optics and data collection
- TGA-IR accessory for materials deformation
- Two external output beams
- Two external source inputs, focused or collimated
- Easy to remove sample compartment cover with ports for tubing or wires
- Sample compartment KBr windows for mid-IR, near-IR and Raman
- Automated purge shutters
- Optical filters, polarizer, energy screens and traceable standards
- Full sized sample compartment for standard and Smart Accessories
- Upgrades to Step-Scan and dual-channel detection

...all in a 63 cm by 70 cm footprint.

Nicolet iS50...beyond ordinary FTIR!
## Nicolet IS50 Specifications

<table>
<thead>
<tr>
<th>Spectrometer</th>
<th>Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polaris High Stability, Long Lifetime Mid-IR Source</td>
<td>Spectral Range, Standard System: 7800–3500 cm⁻¹</td>
</tr>
<tr>
<td>Tungsten-Halogen Near-IR/Visible Source</td>
<td>Spectral Range, Cal Optics: 6400–200 cm⁻¹</td>
</tr>
<tr>
<td>Four Position Source Mirror</td>
<td>Spectral Range, Multi-Range Optics: 27000–10 cm⁻¹</td>
</tr>
<tr>
<td>Continuously Variable Iris Aperture</td>
<td>Optical Resolution, Mid-IR: Less than 0.09 cm⁻¹</td>
</tr>
<tr>
<td>Gold Optical Coatings</td>
<td>Signal-to-Noise, 1 minute scan, Peak-to-Peak, 4 cm⁻¹: 65,000:1, typical, 55,000:1 guaranteed</td>
</tr>
<tr>
<td>Aluminum Optical Coatings</td>
<td>Signal-to-Noise, 5 second scan, Peak-to-Peak, 4 cm⁻¹: &gt;13,000:1</td>
</tr>
<tr>
<td>DLaTGS Detector</td>
<td>Ordinate Linearity: 0.07%T</td>
</tr>
<tr>
<td>Three Position Detector Mirror</td>
<td>Wavenumber Precision: Better than 0.0008 cm⁻¹</td>
</tr>
<tr>
<td>Attenuation Wheel</td>
<td>Wavenumber Accuracy: Better than 0.005 cm⁻¹</td>
</tr>
<tr>
<td>Validation Wheel</td>
<td>Scan Velocity (15 values): 0.158–6.28 cm/sec</td>
</tr>
<tr>
<td>Automated Polarizer</td>
<td>Rapid Scan, Spectra Per Second: 65 (at 16 cm⁻¹), 95 (at 32 cm⁻¹)</td>
</tr>
<tr>
<td>Automated Filter Wheel</td>
<td>MCT Dewar LN₂ Hold Time: 18 hours</td>
</tr>
<tr>
<td>Automated Beamsplitter Exchanger</td>
<td>Upgradeable to Step-Scan and Dual-Channel</td>
</tr>
<tr>
<td>Automated Sample Compartment Purge Shutters</td>
<td>Other</td>
</tr>
<tr>
<td>A/D Converter</td>
<td>Warranty: 10 years</td>
</tr>
<tr>
<td>Interface</td>
<td>Interferometer: 10 years</td>
</tr>
<tr>
<td>USB 2.0</td>
<td>Laser: 5 years</td>
</tr>
<tr>
<td></td>
<td>Spectrometer Warranty: 1 year</td>
</tr>
</tbody>
</table>

**Software**

- Operating System: Windows® 10
- OMNIC Software: Standard
- Thermo Scientific ValPro™ System Validation Software: Option
- 21 CFR Part 11 Compliance Tools: Option

**External Beam Capabilities**

- Dual Side External Beams: Option
- Collimated Emission Port: Option
- Focused Emission Port: Option
- Side External Detector Port: Option

**Optional Application Modules**

In addition to the application modules listed below, a full line of accessories are available, including: infrared microscopes, TGA-IR, and Line-scan Dual-channel Collection. The Nicolet IS50 FTIR Spectrometer is compatible with both standard and Smart Accessories.

### IS50 ATR Module

- Crystal: Diamond
- Spectral Range: 5000–80 cm⁻¹
- Down Force of Pressure Device: 60 lbs
- Detector: Diamond DLaTGS

### IS50 Ramans Module

- Laser: 1064 nm diode
- Laser Power: 450 mW at sample
- Laser Spot Size: <60 microns
- Sampling Plates: 48 wall, 0 wall, Vale, microscope slides
- Stage Resolution: 5 micron steps
- Weight: 7.6 kg (16.8 lbs)
- Compliance: Class 1 laser product

### IS50 NII Module

- Integrating Sphere Window: Sapphire
- Interior of Integrating Sphere: Gold coated InGaAs
- Integrating Sphere Detector: InGaAs
- Fiber Optic Connections: Standard SMA
- Fiber Optic Detector: Standard
- Validation Wheel: Standard

**IS50 QC Module**

- Gas Cell: 15 cm x 1 mm gold-coated light pipe
- Temperature: 300 °C max transfer line and cell heaters, USB controlled
- Detector: LN₂-cooled MCT-A
- Exhaust Line: Passes through activated charcoal filter to rear panel fitting

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Find out more at [thermofisher.com/is50](http://thermofisher.com/is50)
Introduction

Drug enforcement agencies are often called upon to investigate clandestine synthesis labs, like the so-called “meth labs,” where there is a high potential for illegal substances to be present. Usually, there is plenty of sample, although in some cases only traces are present, but almost universally the materials are impure (QC is not a major concern in these labs). Thus, enforcement requires separation and identification of the components of a messy mixture. The court case stemming from the investigation will hinge upon both the identity and quantity of illegal material present, so this is an extremely important consideration.

Clandestine labs have become increasingly sophisticated, being able to synthesize many prescription drugs (like hydrocodone, a key ingredient in Vicodin™) or designer drugs, which typically involve slight chemical modifications of known materials. The class of drugs similar to ephedrine, for instance, includes methamphetamine and pseudoephedrine, one a controlled drug, the other an over-the-counter decongestant. The subtle differences make the need for a rapid, structurally sensitive method of analysis imperative for effective drug law enforcement.

The most difficult structural difference to determine is stereoisomerism—the specific orientation of a chemical species about a single carbon atom. The extreme importance of this became apparent with the drug thalidomide in the 60’s. Rotation of the chemical structure about a single bond changed the material from having a desirable, sedative effect (the “R+” form) to having horrific teratogenic effects (the “S-” form). A similar pair in drug enforcement circles is ephedrine and pseudoephedrine, which differ only in the orientation of a side chain on one carbon atom.

The first step in most analyses of these materials is a separation, where individual components are broken out from the mixture (solvent or impurities). Gas or liquid chromatography is commonly used for separation. The now-separated materials are present only in tiny quantities, so very sensitive detectors are needed. Common ones like the flame-ionization detector or the thermal conductivity detector are sensitive, but do not provide any insights into the structure (“something went through, but I don’t know what”). The most common identification tool is a mass spectrometer (MS), which, when coupled to a gas chromatograph (GC), is extremely sensitive and provides excellent identification powers, with one major exception in drug analyses.

The MS works by shattering the molecule into components, and then measuring the mass of those components. The fragmentation pattern is reproducible for a given molecule, so the pattern of mass peaks can be used to identify many materials. However, when ephedrine and pseudoephedrine are fragmented, the patterns are identical, as seen in figure 1. As an analogy, when a Lego™ toy is built with ten blocks, specific structures can be built — there are many possible configurations of those ten blocks. However, when broken apart, there is no way to determine which of the structures had been built last. To determine this, one must examine the structure while it is still together.

The combination of GC with FT-IR, shown in figure 2, provides just such a tool. The effluent of the GC column, with the separation complete, is directed onto a light pipe through which IR radiation has been directed. The FT-IR is a powerful gas analyzer, being able to detect trace quantities of gas, so the sensitivity needed to detect the material is present. The IR spectrum detects the structurally-intact form of the drug, and even subtle differences are detectable. Thus, the analysis of suspicious materials containing ephedrine or pseudoephedrine can proceed.

Experimental

Samples of drug materials containing 0.5 mg per mL of analyte in solvent were prepared under DEA supervision. These included ephedrine, pseudoephedrine, heroin and cocaine.

A Thermo Scientific TRACE™ GC with a 10 meter column (HP-50) and AS-3000 Autosampler was connected to the Thermo Scientific Nicolet™ 6700 FT/IR spectrometer, driven with the Thermo Scientific OMNIC™ and OMNIC Time Series software packages. OMNIC Time Series
software allows collection of Gram-Schmidt reconstructions (GSR; essentially the chromatograms) and the profiling of the data (chemigrams, the time evolution of a particular IR peak). A macro controlled collection in parallel with the autosampler, so sequential samples (up to 105) could be run. Collection of the background spectrum (256 scans) was done during the cooling phase of the GC, so the "dead time" between experiments was minimized.

Results

Figure 3 shows a screen capture from the OMNIC Time Series software for a GC-FTIR run of cocaine. The solvent peak appeared in less than 1 minute, and is off-screen (left). The spectrum resulting from co-adding the spectra in the shaded region in the GSR is shown in the lower window – the signal to noise is excellent. OMNIC Time Series software allows conversion of the data files into waterfall plots or profile plots. The data can be processed (baseline correction, for instance), or exported to an independent OMNIC window. The spectra can then be searched against libraries of spectra; figure 4 shows the matching of this co-add spectrum, with the top two matches being shown.

Figure 5 shows the spectra derived by co-adding the signals around the GSR peaks for pseudoephedrine and ephedrine. Both analytes elute between 3.17 and 3.23 minutes on the short column. As the compounds differ only in stereochemistry, the infrared spectra exhibit many similarities. However, the differences in the fingerprint region around 1100 cm⁻¹ allow the two to be discriminated; demonstrating the power of the GC-IR method. The search results are shown in figures 6 and 7; note the hit values were over 90 for both, with the next best hit being lower.

The closeness of the "incorrect" species is indicative of the degree of similarity between the molecules, but the distance is sufficient to ensure good quality matches will occur.

Conclusions

The GC-FTIR solution from Thermo Fisher Scientific provides not only excellent GC data (chromatograms, in the form of the GSR), but can serve as a stand-alone IR bench. This provides all of the advantages and capabilities of the Thermo Scientific Nicolet® x700 FT-IR spectrometers, Thermo Scientific Smart Accessories™ (ATR, DRIFTS, etc.), IR microscopy, and Raman to quickly identify gun powder residuals, single crystals, fibers, hit-and-run paint samples, inks from stenography pens or stamps, and many other Forensic materials.

References

Bath Salts and Cannabinoids Analyzed by GC-IR

Glenn Everett, William Stanton, Tennessee Bureau of Investigation, Nashville, TN, USA
Michael Bradley, Ph.D., Thermo Fisher Scientific, Madison, WI, USA

Key Words
GC-IR, FT-IR, Bath Salts, Cannabinoids, Cathinones, Methcathinone, Forensics

Introduction
Drug case criminal prosecution relies upon laws specifying what is and what is not legal. Underground chemists try to avoid prosecution by modifying illegal materials to produce synthetic “designer drugs” which may slip through legal loopholes. Recent designer drug targets include cathinones and cannabinoids. Cathinones and related drugs are found on the street labeled as “Bath Salts” (due to a resemblance to commercial bath salts, though completely unrelated; methcathinone is a common example). Synthetic cannabinoids have an affinity for the cannabinoid receptor in the brain, providing a “high” similar to marijuana. Marijuana itself contains over 50 different cannabinoids. The Tennessee Bureau of Investigation (TBI) laboratory has considerable experience analyzing street samples of both cathinones and cannabinoids.

Crystalline cathinones tend to be sold in single-dose capsules, labeled either as bath salts or plant food (though never used in either capacity) and bearing a disclaimer of “not intended for human consumption.” The capsules often contain relatively pure cathinones in amounts above an effective dosage, leading to toxicity effects ranging from headaches and nausea to death.

Cannabinoids commonly appear in small packages filled with dried plant matter, similar to potpourri. Outlets like gas stations or small cigar shops provide users with easy access; co-location of pipes and potpourri can be a trigger for suspicion. To make the product, the cannabinoid dissolved in a solvent is sprayed or soaked on to the plant matter, which is then dried. For example, one production facility filled a small swimming pool with the mixture and stirred with a wooden paddle. The pool and paddle were not cleaned between batches, so the resulting product contained multiple cannabinoids.

The synthesis of these compounds began through a legitimate search for therapeutic drugs in the 1940’s. Street sources of both bath salts and synthetic cannabinoids have become more prevalent since 2009 as the skills and sophistication of the producers have improved, making them a current hot topic in law enforcement circles. Unfortunately, media attention increased the viability of the drugs and created interest in experimentation. With these driving forces and the current legal landscape, forensic analysts require rapid, efficient analysis leading to chemical identification.
Figure 1 shows the chemical structure of some synthetic cathinones and cannabinoids, including those to be discussed below. The subtle differences highlight the legal issue — by moving one chemical group on the regulated “A” compound to another location, the chemist may produce unregulated “B” which maintains the potency yet avoids prosecution through a legal loophole. Some regions try to fill this hole with broad statements such as “A and analogs,” but this is not always successful: what defines an analog?

<table>
<thead>
<tr>
<th>Compounds</th>
<th>Structures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cathinone (Bath Salt)</td>
<td><img src="image1" alt="Cathinone Structure" /></td>
</tr>
<tr>
<td>MDPV (Bath Salt)</td>
<td><img src="image2" alt="MDPV Structure" /></td>
</tr>
<tr>
<td>JWH-019</td>
<td><img src="image3" alt="JWH-019 Structure" /></td>
</tr>
<tr>
<td>JWH-122</td>
<td><img src="image4" alt="JWH-122 Structure" /></td>
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<tr>
<td>JWH-210</td>
<td><img src="image5" alt="JWH-210 Structure" /></td>
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<tr>
<td>AM-2201</td>
<td><img src="image6" alt="AM-2201 Structure" /></td>
</tr>
<tr>
<td>BMJN-2201</td>
<td><img src="image7" alt="BMJN-2201 Structure" /></td>
</tr>
</tbody>
</table>

This legal landscape has led to a surge of interest in gas chromatography-infrared (GC-IR) analysis. In GC-MS (mass spectrometry), the molecule is broken down into component pieces for mass analysis, giving excellent sensitivity. However, with the molecule “shattered,” the isometric information is lost (“A” and “B” look the same). GC IR investigates the molecule while still intact, enabling “A” and “B” to be distinguished. This paper focuses on separation of the compounds and the subsequent analysis including aspects like overlapped peaks and isometric synthetic drugs.

**Experimental**

Typical samples of cathinones arrive at the TBI laboratory as capsules or loose powder. The drug is converted to a base by mixing with 0.5 M NaOH to improve the chromatography. The solution is then separated with chloroform for injection. Cannabinoids arrive in bags containing plant matter and visibly resembling potpourri (flaked leaves). A portion of the sample is soaked in methanol. Minimal methanol is added, just wetting the plant material and leaving a small amount — a drop, ideally — of extra liquid. If an excessive amount of methanol is present, the sample may need to be dried down to concentrate the drug. A GC syringe is used to uptake 2 microliters of the liquid; no other preparation is needed.

Standards of the cannabinoids and bath salts (Cayman Chemicals) were mixed with methanol to obtain 1 mg/mL solutions. These were injected in the same manner as the evidence samples. The resulting reference spectra were stored in the TBI Gas Phase Library, which can be obtained at no charge by qualified Forensics Laboratories through Thermo Fisher Scientific.

The Thermo Scientific Nicolet i5™ 50 FT-IR spectrometer equipped with the i550 GC-IR module is ideally suited for this analysis. Figure 2 shows the system using a Thermo Scientific TRACE™ 1330 Gas Chromatograph coupled via a heated transfer line to the spectrometer. The GC module contains a liquid nitrogen cooled MCT A detector for high sensitivity. For this work, the Thermo Scientific OMNIC™ Series software collected more than one spectrum per second consisting of 4 scans at 8 cm⁻¹ resolution (0.7 second acquisition time). As seen below, this yielded excellent signal-to-noise. Further signal-to-noise improvement resulted from co-addition of spectra around the peak maximum.

![Figure 2: The Nicolet i550 FT-IR Spectrometer with i550 GC-IR module. Also shown is the TRACE 1330 GC and the i550 ATR and i550 Raman modules in the main spectrometer.](image8)
The column used in this work was a 5 meter silica capillary of 0.30 mm cross section and coated with bonded poly(1% diphenyl/99% dimethylsiloxane). Columns with 5% diphenyl and several others would be suitable as well. The short column (5 meters) is necessary as the cannabinoids have a very low volatility leading to prohibitively long retention times otherwise. The separation for cathinones can sometimes be improved with longer columns (30 meters); all figures here use the 5 meter column except as noted.

Two microliters of sample were injected, with a 3:1 to 5:1 split ratio. The temperature program held 90 °C for 1 minute (driving off the methanol), ramped 70 °C per minute to a final temperature of 270 °C and held there for 20 minutes (different ramps are applied as needed to effect optimal separations). This combination of conditions yielded retention times between 5 and 20 minutes for most of the compounds investigated and provided adequate separation for courtroom-ready identification. The characteristic and heated cell of the GC module were set to 270 °C and held steady throughout. Implementing GC-FID-IR is straightforward with the is300 GC-IR module, though not done here.

Figure 3 shows the output from a typical cannabinoid sample GC-IR run. The Gram-Schmidt (GS) profile in the top pane reports the total IR signal change over the run – the IR representation of the chromatogram. The lower pane shows the spectrum at the time point indicated by the cross hairs. The complexity of this sample, from a real case in the TBI laboratory, is clear from the number of peaks. The largest peak, at short time, is the solvent elution. The rising edge of that peak occurs around 5 seconds after the injection – a result of the short column used. The last fraction, due to a cannabinoid, fully elutes in under 7 minutes.

**Discussion**

GC-IR has been used at the TBI laboratory for some time to analyze cannabinoids and bath salts. The laboratory aggressively seeks out new examples, often adding them into the TBI Gas Phase Library before they appear on the street. This experience enables the analysts to direct their attention to the pertinent peaks in working with data such as shown in Figure 3. Much of the content is immaterial, due to poor quality control by the producers (cleaning between batches) or variance in the synthesis and the plant matter.

The last two peaks in Figure 3 contain the information about the drug mixture. The spectra from across each peak are co-added (summing spectra under the chromatographic peak to improve signal to noise) and then searched against the library. The search results are shown in Figure 4. The high match value leads to a positive identification; visual comparison of the top hits with secondary hits reinforces this.

The two compounds here are JWH-122 and MAM-2201. Close examination of the structures (Figure 1) reveals the only difference is the terminal fluorine on the side chain. MAM-2201 is a modification of the regulated JWH-122; the JWH-122 remaining is likely due to low yield synthesis of the MAM drug.

Figure 5 shows another cannabinoid blend, with the GS profile expanded around the drug peak. The separation does not show two well separated peaks, but there are several options for complete analysis.
First, regions near the opposite edges of the two peaks are co-added for analysis. The shaded region in Figure 5 was co-added and searched. The results appear in the inset. Figure 6 shows the region selected and the results for the second peak. The simplicity of this approach requires some skill to select the regions and to recognize when further processing, such as spectral subtraction, may be needed.

This manual analysis can be slightly improved by removing the residual signals from the second component from the first spectrum via subtraction (and vice versa). Figure 7 shows the search result after the spectra from Figures 5 and 6 were subtracted. This eliminates the small signal from JWH-210 present under the spectrum of the AM-2201. Manual analysis provides maximum control over the results but requires some skill on the part of the user.

As a semi-automated alternative, the entire peak shown can be co-added, resulting in a single spectrum combining the two components. Exporting this to the Thermo Scientific OMNIC Spectra™ software permits use of the multi-component search algorithm, with the result shown in Figure 8. The bottom pane shows two spectra identified as comprising the co-added spectrum, while the upper pane compares the co-added spectrum to a composite made with those spectra. Excellent agreement was obtained with no subtraction or other processing, and the results align with the previous work. The big advantage of this approach lies with consistency, since the MCS algorithm provides the same results to any user, regardless of skill. Further, OMNIC Spectra works even with 100% co-eluting signals, unlike any of the other methods outlined here.

The two drugs found in this sample were AM-2201 and JWH-210, which have several distinct features. The ethylene on naphthyl ring and the difference in the long side chain are apparent. It is likely this resulted from poor quality control in the cleaning process between batches.

The Thermo Scientific Mercury GC analysis software permits one click to produce a full report. Figure 9 shows the analysis of a methylene brom salt sample (run on a 30 meter column) using Mercury GC. The algorithm identifies the peaks in the GC profile, co-adds spectra around the peak to improve the signal-to-noise and then performs a search against the chosen libraries. The advantage of this fully automated process is the removal of subjectivity with a complete analysis of all peaks in the GC-profile. Low match results may indicate the presence of mixtures requiring deeper analysis.

The inset shows the structure of methylene; comparison to the MDPV structure shows the similarity and relationship to carisoprodone. Originally sold under the name "Explosion", methylene is now a Schedule 1 drug in many states.
Another example of an overlapped elution is shown in Figure 10. The spectra were co-added and then fed into OMNIC Spectra. Once again, the clear resolution of the two components and excellent agreement of the composite with the original spectrum reveals the power of this analytical tool. This sample contained MAM-2201 (as did the first sample) and JWH-019.

The example in Figure 11 shows an extreme chromatographic overlap case for a bath salt sample, where there is only a small region of the GS profile where the drug elutes clear of interference (inset). A simple search of a co-added region around the third hump shows moderate quality matches to caffeine (match value of 80) and MDPV (the second hit listed at 78). The latter is the suspected ingredient, but the results would not be satisfactory in court. Co-adding a wide region and then searching with OMNIC Spectra yields a perfect match and clear identification. MDPV (Methylenedioxyprovalerone) is a heavily modified cathinone (bath salt) which is a stimulant, an effect increased through the addition of the caffeine.

Figure 12 compares three closely analogous compounds to illustrate the ability to distinguish the materials. There are significant differences between the three spectra, sufficient for the searching routine to select out the correct isomer from data sets. The three drugs, differing only in the location of the side chain on the ring (small boxes) show both the complexity of the problem with these drugs and the power of GC-IR. The drugs could slip through the legal net unless the legislation was specific, and the isomer-specific identification would be essential to prosecution of the case. The combination of proper laws and specific tools for the identification is required.

Figure 10: Another example of OMNIC Spectra's MCS routine applied to the data from the heavily overlapped GS profile shown in the inset. The clear identification and high level of confidence in the result is apparent.

Figure 11: Analysis of a Bath Salt (MDPV) heavily doped with caffeine. The inset shows the severity of the overlap caused by the short GC column; OMNIC Spectra handles this with no difficulty. The resulting composite profile is stunningly identical to the co-added spectrum from OMNIC Series.

Figure 12: Comparison of the spectra obtained for several closely related cannabinoid compounds; the structures are also shown.
Conclusion

Synthetic cannabinoids and bath salts are increasingly important to law enforcement. The subtle changes imposed by underground chemists provide a nightmare scenario to the analyst, requiring a simple, fast and specific solution. GC-IR provides that solution, with GC separating the materials for analysis and the FT-IR probing the intact molecules leading to definitive identification. The long retention times necessitate a short column, leading to incomplete separation. The OMNIRIC Suite of tools permits the disentangling of this information, either using subtraction or the automated OMNIRIC Spectra multi-component analysis routine. The latter adds consistency regardless of skill level to the mix, greatly improving the chances for correct, courtroom ready identification.

Further, the Nicolet iS50 spectrometer enables the user to add FT-Raman and ATR spectroscopy to their tool set, rather than depending upon a dedicated system. Both Raman and infrared are listed as Class A methods in the SWGDRUG guidelines, so the fully outfitted system is a powerful tool for use in the forensics laboratory.
CREDIT OF LIABILITY INSURANCE

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PRODUCED
Ann Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

INSURED
Thermo Fisher Scientific Inc
5225 Verona Road
Madison WI 53711 USA

COVERAGES
CREDIT NUMBER: 5700132200
REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 19). Additional Rasterized Schedule, may be attached if more space is required.

The General Liability, Automobile Liability, Products Liability - Completed Operations and Umbrella Liability policies have been amended to include as an Additional Insured the organization named herein, City of Charleston, its subsidiaries and affiliates but only to the extent required by written contract. As respects Umbrella Policy #7UMB2001, Ann Commercial Risk (U.S.) is generating and distributing this certificate in an administrative capacity. Coverage is independently procured by the Insured. Ann Insurance Managers is the Insurance Manager and/or authorized representative.

CERTIFICATE HOLDER
City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston SC 29401 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE AUTHORIZED REPRESENTATIVE

Ann Risk Services Northeast, Inc.
## ADDITIONAL REMARKS SCHEDULE

**Agency**
Aon Risk Services Northeast, Inc.

**Hired Vendor**
Thermo Electron North America LLC

**See Certificate Number:** 570091322689

**Carrier**

**See Certificate Number:** 570091322689

### ADDITIONAL REMARKS

This additional remarks form is a schedule to ACORD Form.

**Form Number:** ACORD 25  **Form Title:** Certificate of Liability Insurance

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### ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

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CPD2022GCIRKR1

CPQ-00424055

January 7, 2022

CITY OF CHARLESTON

RENEE HILTON

169 ASHLEY AVENUE STE 203B
CHARLESTON South Carolina 29403
United States
RENEE HILTON  
CITY OF CHARLESTON  
169 ASHLEY AVENUE STE 203B  
CHARLESTON South Carolina 29403  
United States  

January 7, 2022  

CPD2022GCIRKR1  

THE IS50 GC-IR MODULE  
The IS50 GC-IR module provides detection and identification of eluted species. Chemical isomers can be uniquely identified, making GC-IR an excellent tool for drug analysis. Coupled with the Nicolet iS50 FT-IR spectrometer through a heated transfer line, the IS50 GC-IR provides continuous data which can be correlated directly to a flame ionization detector on the GC, for combined quantitative and qualitative analysis. The GC-IR data can be analyzed in one action when using the Mercury GC software, or selectively analyzed using tools in the Series software.  

*In the event that we are awarded this RFP, Thermo Electron North America LLC hereby requests to conduct limited negotiations on the Terms and Conditions. This bid submission is subject to Thermo Electron North America LLC expressly reserving the right to negotiate the Terms and Conditions and in no way shall submission of this bid constitute acceptance of, or a waiver of any objection to, the Terms and Conditions.
# Sales Quotation

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* See end pages of quote for PO Substitution details

## Customer Info:

**Customer Name:** RENEE HILTON  
**Company Name:** CITY OF CHARLESTON  
**Address:** 160 ASHLEY AVENUE STE 203B  
CHARLESTON South Carolina 29403  
United States  
**Phone:** 843-792-4588  
**Email:** carterre@charleston-sc.gov

## Sales Contact Info:

**Contact Name:** Keith Rhodes  
**Phone:** +1 7045024139  
**Email:** keith.rhodes@thermofisher.com

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## CPD2022GCIRKR1

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Thermo Electron North America LLC  
5225 Verona Road  
Madison WI 53711  
1400 Northpoint Parkway  
West Palm Beach FL 33407
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- FID Detector with all connections for the TRACE 1310 Mainframe  
- Trace 1300/1310 Start-up Kit  
- Syringe 10ul 51mm Needle  
- Trace 1310 GC Oven Modification for IS550 Right Side Mount  
- Includes make-up gas module for 1310 | 1   |
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| 6.0  | 7050.0104A-GC-GCMS Chromleon 7 License Key - New CHROMELEON 7 License Key - New: Order this part for new CHROMELEON 7 installations. Provided with a USB License Key including the matching License File. | 1   |
| 7.0  | 25117580 AI 1310 for Trace 1300 series_ 8 VIALS AI 1310 for TRACE 1300 Series GC  
- Standard Autosampler for TRACE 1300 GC | 1   |

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Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711
1400 Northpoint Parkway
West Palm Beach FL 33407
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~ Required for FID or other GC detector systems  
~ Send high flow to IR, low flow to GC detector  
~ Sharp peaks on GC detector, excellent sensitivity with IR | 1   |
| 9.0  | 26070-1420  
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TG-SQC GC Column, 30m x 0.25mm x 0.25um | 1   |
| 10.0 | 702-024402  
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Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 7 for more information. Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.
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<thead>
<tr>
<th>Lead Time</th>
<th>Payment Terms</th>
<th>Freight Terms</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>60-75 DAYS ARO</td>
<td>NET 30 DAYS UPON INVOICE DATE</td>
<td>Origin - Prepay And Add</td>
<td>April 30, 2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Customer Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF CHARLESTON</td>
<td>RENEE HILTON</td>
</tr>
</tbody>
</table>

Leasing estimate is based on a total cost of $68,714.06; you may choose from the monthly payment options below:

<table>
<thead>
<tr>
<th>Lease Term (months)</th>
<th>24</th>
<th>36</th>
<th>48</th>
<th>60</th>
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<tbody>
<tr>
<td>Fair Market Value Purchase Option:</td>
<td>$2,364.45</td>
<td>$1,774.20</td>
<td>$1,452.62</td>
<td>$1,245.79</td>
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<tr>
<td>$1.00 Purchase Option:</td>
<td>$3,095.57</td>
<td>$2,119.14</td>
<td>$1,631.96</td>
<td>$1,341.99</td>
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</table>

Number of Advance Payments:

|             | 1   | 1   | 1   | 1   |

Choosing the Lease that Best Meets Your Needs:

**Fair Market Value (FMV) Purchase Option**

The intent of this lease is not to own but to gain the benefits of the equipment in exchange for a low monthly payment. Your End-of-Lease Options are: continue to lease the equipment, purchase a fair market value or return/upgrade the equipment.

**$1.00 Purchase Option**

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

**Standard System Warranty:**

The Nicolet iS50 GC-IR module includes one year of on-site warranty coverage. The warranty period is 12 months from the date of installation or 14 months from the date of shipment, whichever is less.

The Nicolet iS50 GC-IR module is field service installed.

Items marked with an asterisk (*) on the face of the quotation are not Thermo Fisher Scientific products. Thermo Fisher Scientific is not responsible for the installation, operation or warranty of these products. Manufacturers may provide their own warranties.
## Sales Quotation

<table>
<thead>
<tr>
<th>Quote Number</th>
<th>Version</th>
<th>Quotation Date</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPQ-00424055</td>
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<td>January 7, 2022</td>
<td>8</td>
</tr>
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<thead>
<tr>
<th>Lead Time</th>
<th>Payment Terms</th>
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<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Origin - Prepay And Add</td>
<td>April 30, 2022</td>
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</table>

<table>
<thead>
<tr>
<th>Company Name</th>
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<tbody>
<tr>
<td>CITY OF CHARLESTON</td>
<td>RENEE HILTON</td>
</tr>
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* See and pages of quote for PO Submission details

### Options / Recommendations

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>11.0</td>
<td>702-009000 - MOLECULAR CUSTOM ON-SITE TRAINING-2D L Molecular Custom On-Site Training - 2D - 2 Day Custom On-Site Training</td>
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**Options Total: $6313.28**
## Purchase Order - Submission Details

<table>
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<th>Version</th>
<th>Quotation Date</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
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<td>January 7, 2022</td>
<td>9</td>
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<table>
<thead>
<tr>
<th>Lead Time</th>
<th>Payment Terms</th>
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<tbody>
<tr>
<td>60-75 DAYS ARO</td>
<td>NET 30 DAYS UPON INVOICE DATE</td>
<td>April 30, 2022</td>
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</table>

<table>
<thead>
<tr>
<th>Inco Terms 1</th>
<th>Inco Terms 2</th>
<th>Shipping Method</th>
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</thead>
<tbody>
<tr>
<td>Origin - Prepay And Add</td>
<td>Fed Ex Ground</td>
<td></td>
</tr>
</tbody>
</table>

To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

To place an order via Ariba, please use Ariba Vendor Number AN01006155861.

Please note—All Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

Complete System Orders:
Fax: 412-200-8542
e-mail: usmadordersprocessing@thermofisher.com

Thermo Electron North America LLC
1400 Northpoint Parkway
West Palm Beach FL 33407

Parts or Service Orders:
Fax: 877-888-2565
e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:
- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the prices stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD

A part of: Thermo Fisher SCIENTIFIC

Thermo Electron North America LLC
## Purchase Order - Submission Details

<table>
<thead>
<tr>
<th>Quote Number</th>
<th>Version</th>
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</tr>
</thead>
<tbody>
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<td>January 7, 2022</td>
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</table>

<table>
<thead>
<tr>
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<th>Payment Terms</th>
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</thead>
<tbody>
<tr>
<td>Origin - Prepay And Add</td>
<td>Fed Ex Ground</td>
<td></td>
</tr>
</tbody>
</table>

---

### TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

This quotation, and Seller's Terms and Conditions of Sale for Products and Services (which are hereby incorporated by reference into this quotation and any resulting contract), set out the terms on which Seller is offering to sell the product(s) and/or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) and/or services, Buyer expressly confirms that it agrees to be bound by and agrees to the terms of this quotation and the Terms and Conditions of Sale for Products and Services to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Seller, and that the purchase and sale transaction between Buyer and Seller is governed by this quotation and Terms and Conditions of Sale for Products and Services. Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected. Seller’s Terms and Conditions of Sale for Products and Services can be found on the Thermo Fisher Scientific website at [www.thermofisher.com/terms-tema](http://www.thermofisher.com/terms-tema) and will be sent to Buyer via mail or e-mail upon request. The Terms and Conditions of Sale for Products and Services are subject to change by Seller, from time to time.

As an Authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

**BUYER**

By: ___________________________  Print Name: ___________________________

Print Title: ___________________________  Date: ___________________________

**SELLER**

By: ___________________________

Print Name: ___________________________

Print Title: ___________________________

Date: ___________________________

---

Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for ________ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

---

A part of: ThermoFisher SCIENTIFIC

Thermo Electron North America LLC
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton  DEPT. BRFC
SUBJECT: BENEFITS ADMINISTRATION SYSTEM
REQUEST: APPROVAL OF THE BENEFIT ADMINISTRATION SYSTEM CONTRACT WITH WORKPLACE SOLUTIONS in a form approved by the City legal department

COMMITTEE OF COUNCIL: Ways & Means  DATE: May 24, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Yes N/A Signature of Individual Contacted Attachment
Corporation Counsel X         X
Human Resources  X

FUNDING: Was funding previously approved? Yes  No  N/A
If yes, provide the following: Dept./Div  Account #: 181000 51200
Balance in Account  Amount needed for this item $70,648

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

WORKPLACE SOLUTIONS was approved by the HR Committee on May 12, 2022 as our new Benefits Administration System vendor. This is for Budget Year 2023. Approval is requested now so that we can meet the implementation for Open Enrollment in October 2022.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 AM THE DAY OF THE CLERK'S AGENDA MEETING.
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Participants</th>
<th>Eligible</th>
<th>Benefitfocus Monthly Rate</th>
<th>Benefitfocus Annualized</th>
<th>Workplace Solutions Monthly Rate</th>
<th>Workplace Solutions Annualized</th>
<th>Benefitfirst Monthly Rate</th>
<th>Benefitfirst Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing Administration Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits Portal Administration - Acives</td>
<td>1,510</td>
<td>1,835</td>
<td>$18.50</td>
<td>$33,948</td>
<td></td>
<td></td>
<td>$2.25</td>
<td>$49,545</td>
</tr>
<tr>
<td>Benefits Portal Administration - Non-Benefit Elig</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Vendor Administration</td>
<td>1,510</td>
<td></td>
<td>Included w/admin</td>
<td></td>
<td>Included w/admin</td>
<td></td>
<td>$3,50</td>
<td>$63,420</td>
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<td>Unlimited text messaging</td>
<td>1,835</td>
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<td>Included w/admin</td>
<td></td>
<td>Included w/admin</td>
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<td>Included w/admin</td>
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<tr>
<td><strong>Total Ongoing Administration Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td>$33,948</td>
<td>$49,545</td>
<td></td>
<td></td>
<td>$63,420</td>
</tr>
<tr>
<td>Additional Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>Integration Fees Included</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Implementation Fee</td>
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<tr>
<td>Employee Communication Services (standard/basic)</td>
<td>1,510</td>
<td>1,835</td>
<td>One Time Fee</td>
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<td>One Time Fee Waived</td>
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<td>ACA 1095C Fulfillment</td>
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<td>Annuality $2.50</td>
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<td>1094 Filing - per FEIN</td>
<td>1,510</td>
<td>1,835</td>
<td>Included w/reporting</td>
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<td>Included w/reporting</td>
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<td>Annuality $0.75</td>
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<td>Per form mailed $1.75</td>
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<td><strong>Total Additional Services</strong></td>
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<td>$6,009</td>
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<td></td>
<td>$21,211</td>
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<td>Estimated Annual Fee - First Year</td>
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<td></td>
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<td>$80,097</td>
<td>$70,648</td>
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<td>$120,871</td>
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<td>Estimated Annual Fee - Second Year</td>
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<td>$80,097</td>
<td>$70,648</td>
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<td>$105,671</td>
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<td>Estimated Annual Fee - Third Year</td>
<td></td>
<td></td>
<td></td>
<td>$80,097</td>
<td>$70,648</td>
<td></td>
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<td>$105,671</td>
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<td>Estimated 3 Year Total (With Call Center)</td>
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<td>$240,290</td>
<td>$211,943</td>
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<td>$332,614</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Employee Service Center - Year Round Option</td>
<td>1510</td>
<td>1835</td>
<td>$2.00</td>
<td>$35,240.00</td>
<td>Fee Waived for all 3 years</td>
<td></td>
<td>$2.00</td>
<td>$36,240.00</td>
</tr>
</tbody>
</table>
TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson
DEPT. Housing and Community Development

SUBJECT: CITY OF CHARLESTON HOPE CENTER

REQUEST: Mayor and City Council approval is requested to allocate funding to the City of Charleston temporary Hope Center @ 529 Meeting Street in the amount of $155,494. The budget reflects up-front and annual costs to operate the Center. The HOPE Center will provide services to those who are unsheltered and are at risk of becoming unsheltered in the Charleston community. The budget is attached.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 24, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Community Development Committee of City Council.

<table>
<thead>
<tr>
<th>Housing &amp; Community Dev</th>
<th>Corporation Counsel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Signature of Individual Contacted: Geona Shaw Johnson
Attachment: X

FUNDING: Was funding previously approved? Yes

Dept./Div: General Funds & CDBG CARES Act
Account #: Various
Balance in Account: $155,494
Amount needed for this item: $155,494

FISCAL IMPACT: Funding will come from various sources. By approving this budget, Council is approving the use of $65,031 in American Rescue Plan funds for various one-time expenditures related to the Center, $34,170.52 in CDBG-CV funds, and a budget transfer of $56,292.48 from non-departmental expenses in the general fund. The non-departmental expenses include $48,000 that was previously budgeted for the Center and $8,292.48 from contingencies. All of this will be included in future budget amendments. In addition, this will impact future budgets. Estimated impact of the 2023 budget is approximately $155,000.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
## Hope Center FY22 Budget - Seven Month Gap

*Budget for remainder of year*

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>First Month One Time Expenses</th>
<th>Monthly Expenses (Month 1-7)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maintenance</strong></td>
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</tr>
<tr>
<td>Initial Maintenance</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$-</td>
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<tr>
<td>Ongoing Maintenance</td>
<td>$20,000</td>
<td>$-</td>
<td>$2,857.14</td>
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<tr>
<td><strong>SUBTOTALS</strong></td>
<td>$70,000</td>
<td>$50,000</td>
<td>$2,857</td>
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<tr>
<td><strong>Professional Fees</strong></td>
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<tr>
<td>Extermination Services</td>
<td>$785</td>
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<tr>
<td>Security</td>
<td>$24,276</td>
<td>$3,467.93</td>
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<tr>
<td>Cleaning Services</td>
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<td>$2,571.43</td>
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<tr>
<td>Background Checks</td>
<td>$5,000</td>
<td>$714.29</td>
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<tr>
<td><strong>SUBTOTALS</strong></td>
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<td>$-</td>
<td>$6,866</td>
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<tr>
<td><strong>Office Operations</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Rent + Utilities</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Fire Alarm System</td>
<td>$4,034</td>
<td>$-</td>
<td>$576.29</td>
</tr>
<tr>
<td>Case Management Software</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$-</td>
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<tr>
<td>Office Supplies</td>
<td>$2,917</td>
<td>$-</td>
<td>$416.67</td>
</tr>
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<td>IT - Telecom</td>
<td>$3,031</td>
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<td>Copy Machine Lease</td>
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<td>$-</td>
<td>$229.00</td>
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<tr>
<td>Furniture</td>
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<td>$10,000</td>
<td>$-</td>
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<tr>
<td>Printing</td>
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<td>$-</td>
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<td>$14,031</td>
<td>$1,651</td>
</tr>
<tr>
<td><strong>Marketing and Development</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Signage</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$-</td>
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<tr>
<td>Materials</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td>$1,000</td>
<td>$1,000</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Contingency</strong></td>
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<tr>
<td>Contingency</td>
<td>$10,848</td>
<td>$-</td>
<td>$1,549.77</td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td>$10,848</td>
<td>$-</td>
<td>$1,550</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$155,494</td>
<td>$65,031</td>
<td>$12,923.23</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson
DEPT. Housing and Community Development

SUBJECT GATEWAY AT CHARLESTON FUNDING REQUEST - $543,000.00

Mayor and City Council are requested to approve $543,000 to The Gateway Companies for the development of sixty nine (69) senior, affordable rental apartments in the West Ashley community for persons earning sixty (60%) percent and below the Area Median Income. Funding would come the balance of the General Obligation Bond approved in November 2017. The developer has experienced increased costs on the project leaving a financing gap; City funding would fill that financing gap.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 24, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews) Community Development Committee

<table>
<thead>
<tr>
<th>Housing &amp; Community Dev</th>
<th>☑</th>
<th>☐</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Counsel</td>
<td>☐</td>
<td>☐</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐

If yes, provide the following:

Dept./Div: 
Account #: 

Balance in Account $1,100,000
Amount needed for this item 543,000

NEED: Identify any critical time constraint(s):

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
### GOVERNMENT FUNDING SOURCES (check all that apply)

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Credits</td>
<td>DCA HOME * - $</td>
</tr>
<tr>
<td>Historic Rehab Credit</td>
<td>Other HOME * - $</td>
</tr>
<tr>
<td>CDBG</td>
<td>Other HOME - Source</td>
</tr>
<tr>
<td>USDA 515</td>
<td>Section 8 PBRA</td>
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<tr>
<td>USDA 538</td>
<td>Other PBRA - Source:</td>
</tr>
<tr>
<td>USDA PBRA</td>
<td>Other Type of FEDERAL Funding - describe type/program here</td>
</tr>
<tr>
<td>Kresge Foundation</td>
<td>Specify Source/Administrator of Other FEDERAL Funding here</td>
</tr>
<tr>
<td>FHLMC / AHP</td>
<td>Other Type of STATE/LOCAL Funding - describe type/program here</td>
</tr>
<tr>
<td>NAHASDA</td>
<td>Specify Source/Administrator of Other STATE/LOCAL Funding here</td>
</tr>
<tr>
<td>Taxable Bonds</td>
<td>Tax Exempt Bonds - Allocation $</td>
</tr>
</tbody>
</table>

*This source may possibly trigger Uniform Relocation Act and/or HUD 104(d) reports. Check with source. For DCA HOME, refer to Relocation Manual. DCA HOME amount must be from DCA Consent Letter.

### CONSTRUCTION FINANCING

<table>
<thead>
<tr>
<th>Financing Type</th>
<th>Name of Financing Entity</th>
<th>Amount ($)</th>
<th>Effective Interest Rate</th>
<th>Term (In Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage A</td>
<td>Lender TBD</td>
<td>13,000,000</td>
<td>5.000%</td>
<td>24</td>
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<tr>
<td>Mortgage B</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Mortgage C</td>
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<tr>
<td>Federal Grant</td>
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<td></td>
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</tr>
<tr>
<td>State, Local, or Private Grant</td>
<td></td>
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</tr>
<tr>
<td>Deferred Developer Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Housing Credit Equity</td>
<td>Equity Investor TBD</td>
<td>2,994,400</td>
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<tr>
<td>State Housing Credit Equity</td>
<td>Equity Investor TBD</td>
<td>1,551,556</td>
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<tr>
<td>Other Type (specify)</td>
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<tr>
<td>Other Type (specify)</td>
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<tr>
<td>Total Construction Financing:</td>
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<td>17,445,956</td>
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### PERMANENT FINANCING

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<tr>
<th>Financing Type</th>
<th>Name of Financing Entity</th>
<th>Principal Amount ($)</th>
<th>Effective Int Rate</th>
<th>Term (Years)</th>
<th>Amort. (Years)</th>
<th>Loan Type</th>
<th>Annual Debt Service in Year One</th>
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<tbody>
<tr>
<td>Mortgage A (Lien Position 1)</td>
<td>Conventional Loan</td>
<td>2,657,774</td>
<td>5.500%</td>
<td>15</td>
<td>35</td>
<td>Amortizing</td>
<td>171,272</td>
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<td>Mortgage B (Lien Position 2)</td>
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<tr>
<td>Mortgage C (Lien Position 3)</td>
<td>City of Charleston Grant</td>
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<tr>
<td>Other:</td>
<td>Foundation or charity funding*</td>
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<tr>
<td>Federal Grant</td>
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<td>Cash Flow:</td>
<td>#/N/A</td>
<td>DDF Paid:</td>
<td>#/N/A</td>
<td>Actual %:</td>
<td>#/N/A</td>
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<td>----------------</td>
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</tr>
<tr>
<td>State, Local, or Private Grant</td>
<td>Equity Investor TBD</td>
<td>9,326,400</td>
<td>9,326,400</td>
<td>0.00</td>
<td>49%</td>
<td>30%</td>
<td>80%</td>
</tr>
<tr>
<td>Federal Housing Credit Equity</td>
<td>Equity Investor TBD</td>
<td>5,788,800</td>
<td>5,788,800</td>
<td>0.00</td>
<td>49%</td>
<td>30%</td>
<td>80%</td>
</tr>
<tr>
<td>State Housing Credit Equity</td>
<td>Equity Investor TBD</td>
<td>9,326,400</td>
<td>9,326,400</td>
<td>0.00</td>
<td>49%</td>
<td>30%</td>
<td>80%</td>
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<td>Historic Credit Equity</td>
<td>Equity Investor TBD</td>
<td>5,788,800</td>
<td>5,788,800</td>
<td>0.00</td>
<td>49%</td>
<td>30%</td>
<td>80%</td>
</tr>
<tr>
<td>Invest Earnings: Taxable Bonds</td>
<td>Equity Investor TBD</td>
<td>9,326,400</td>
<td>9,326,400</td>
<td>0.00</td>
<td>49%</td>
<td>30%</td>
<td>80%</td>
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<tr>
<td>Total Permanent Financing:</td>
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<td>18,991,182</td>
<td>18,991,182</td>
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*Foundation or charity funding to cover costs exceeding DCA cost limit (see Appendix I Section II).*
## Development Budget

### April 2019 Final

<table>
<thead>
<tr>
<th>Pre-Development Costs</th>
<th>Total Cost</th>
<th>New Construction Basis</th>
<th>Acquisition Basis</th>
<th>Rehabilitation Basis</th>
<th>Amortizable or Non-Deducible Basis</th>
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</thead>
<tbody>
<tr>
<td>Property Appraisal</td>
<td>10,500</td>
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<td>10,500</td>
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<tr>
<td>Market Study</td>
<td>10,500</td>
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<td>10,500</td>
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<tr>
<td>Environmental Report(s)</td>
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<td>26,250</td>
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<tr>
<td>Soil Borings</td>
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<td>15,000</td>
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<tr>
<td>Boundary and Topographical Survey</td>
<td>12,000</td>
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<td>12,000</td>
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<tr>
<td>Zoning/Site Plan Fees</td>
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<tr>
<td>Other:</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>74,250</td>
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<td>74,250</td>
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</tr>
</tbody>
</table>

### Acquisition

| Land Per acre          |                         |                         | 1,167,325          |                      |                                   |
| Site Demolition        |                         |                         |                   |                      |                                   |
| Acquisition Legal Fees (if existing structures) |                |                     |                   |                      |                                   |
| Existing Structures    |                         |                         |                   |                      |                                   |
| **Subtotal**           | 1,167,325              |                         |                   |                      |                                   |

### Land Improvements

| Site Construction (On-site) Per acre |                         |                         |                   |                      |                                   |
| Site Construction (Off-site)        |                         |                         |                   |                      |                                   |
| **Subtotal**                         |                         |                         |                   |                      |                                   |

### Structures

| Residential Structures - New Construction | 11,500,000             |                         | 11,500,000         |                      |                                   |
| Residential Structures - Rehab         |                         |                         |                   |                      |                                   |
| Accessory Structures (i.e. community bldg, maintenance bldg, etc.) |          |                     |                   |                      |                                   |
| Accessory Structures (i.e. community bldg, maintenance bldg, etc.) |          |                     |                   |                      |                                   |
| **Subtotal**                           | 11,500,000             |                         | 11,500,000         |                      |                                   |

### Contractor Service

| Builder Profit | 6.00% | 691,600 |          | 691,600 |                      |                                   |
| Builder Overhead | 2.00% | 230,600 |          | 230,600 |                      |                                   |
| General Requirements | 6.00% | 691,600 |          | 691,600 |                      |                                   |
| "GCA" General Requirement | 14.00% | 1,514,200 |        | 1,514,200 |                      |                                   |
| **Subtotal** |          |          | 4,918,000 |          |                      |                                   |

### Other Construction Hard Costs

| Other: | 5.00% | 657,210 |          | 657,210 |                      |                                   |
| **Subtotal** |          |          | 208,51 per total sq ft |          |                      |                                   |

### Construction Contingency

| Construction Contingency | Actual % | 5.00% | 657,210 |          |                      |                                   |

| **Total Construction Cost** | 13,144,200.00 | 190,495.65 per Base unit | 190,495.65 per unit | 208.51 per total sq ft |                                   |
## DEVELOPMENT BUDGET (part I)

### CONSTRUCTION PERIOD FINANCING

<table>
<thead>
<tr>
<th>Item</th>
<th>New Construction Basis</th>
<th>Acquisition Basis</th>
<th>Rehabilitation Basis</th>
<th>Amortizable or Non-Depreciable Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Loan Fee</td>
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</tr>
<tr>
<td>Bridge Loan Interest</td>
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<tr>
<td>Construction Loan Fee</td>
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<td>130,000</td>
<td>148,173</td>
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<tr>
<td>Construction Loan Interest</td>
<td>740,866</td>
<td>592,693</td>
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<td>18,877</td>
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<tr>
<td>Construction Legal Fees</td>
<td>50,000</td>
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<tr>
<td>Construction Period Inspection Fees</td>
<td>40,000</td>
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<tr>
<td>Construction Period Real Estate Tax</td>
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<tr>
<td>Construction Insurance</td>
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<td></td>
</tr>
<tr>
<td>Title and Recording Fees</td>
<td>25,000</td>
<td>25,000</td>
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<tr>
<td>Payment and Performance bonds</td>
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<tr>
<td>Other</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>877,693</strong></td>
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<td><strong>166,859</strong></td>
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### PROFESSIONAL SERVICES

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<tr>
<th>Item</th>
<th>New Construction Basis</th>
<th>Acquisition Basis</th>
<th>Rehabilitation Basis</th>
<th>Amortizable or Non-Depreciable Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Fee - Design</td>
<td>400,000</td>
<td>400,000</td>
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<tr>
<td>Architectural Fee - Supervision</td>
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<tr>
<td>Green Building Consultant Max: 20,000</td>
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<tr>
<td>Green Building Program Certification Fee (LEED or Earthcraft)</td>
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<tr>
<td>Accessibility Inspections and Plan Review</td>
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<tr>
<td>Construction Materials Testing</td>
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<tr>
<td>Engineering</td>
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<tr>
<td>Accounting</td>
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<tr>
<td>As-Built Survey</td>
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<tr>
<td>Other</td>
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<td><strong>Subtotal</strong></td>
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</table>

### LOCAL GOVERNMENT FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>New Construction Basis</th>
<th>Acquisition Basis</th>
<th>Rehabilitation Basis</th>
<th>Amortizable or Non-Depreciable Basis</th>
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<tbody>
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<td>Water Tap Fees</td>
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<td>Sewer Tap Fees</td>
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### PERMANENT FINANCING FEES

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<thead>
<tr>
<th>Item</th>
<th>New Construction Basis</th>
<th>Acquisition Basis</th>
<th>Rehabilitation Basis</th>
<th>Amortizable or Non-Depreciable Basis</th>
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</thead>
<tbody>
<tr>
<td>Permanent Loan Fees</td>
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<tr>
<td>Permanent Loan Legal Fees</td>
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<tr>
<td>Title and Recording Fees</td>
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<tr>
<td>Bond Issuance Premium</td>
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<td>Cost of Issuance / Underwriter's Discount</td>
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<tr>
<td>Other</td>
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<td><strong>Subtotal</strong></td>
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## DEVELOPMENT BUDGET (part II)

### DCA-RELATED COSTS

<table>
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<tr>
<th>Item</th>
<th>New Construction Basis</th>
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<th>Rehabilitation Basis</th>
<th>Amortizable or Non-Depreciable Basis</th>
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<tbody>
<tr>
<td>DCA HOME Loan Consent Pre-Application Fee ($4000 FPL/U. $500)</td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>New Construction Basis</th>
<th>Acquisition Basis</th>
<th>Rehabilitation Basis</th>
<th>Amortizable or Non-Depreciable Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Amount</td>
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<tr>
<td>----------------------------------------------------------------------------</td>
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<tr>
<td>Tax Credit Application Fee ($5500/for Prof/Unit/Vent, $5500 Non-Prof)</td>
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<td>DCA Waiver &amp; Pre-approval Fees (NS&amp;D/DOH/Fin/AW/CE $1500 ea, G)</td>
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<td>LHTC Allocation Processing Fee</td>
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<td>LHTC Compliance Monitoring Fee</td>
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<td>Front End Analysis Fee</td>
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<tr>
<td>Construction Inspection Fee (Tax Credit only, no HOM)</td>
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<tr>
<td>Other: Market Study and Appraisal Fees</td>
<td>3,100</td>
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<tr>
<td>Other: Plan Review and Inspections Fee</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>EQUITY COSTS</strong></td>
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<tr>
<td>Partnership Organization Fees</td>
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<tr>
<td>Tax Credit Legal Opinion</td>
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<tr>
<td>Syndications Legal Fees</td>
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<tr>
<td>Developer's Overhead</td>
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<tr>
<td>Developer's Fee earned during Construction Period</td>
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<td>Consultant's Fee</td>
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<tr>
<td>Guarantor Fees</td>
<td>0.000%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developer's Profit</td>
<td>100.000%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>1,005,000</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>START-UP AND RESERVES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-UP Reserves</td>
<td>83,452</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Deficit Reserve</td>
<td>252,539</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement Reserve</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment Prepaid Avg Pt Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other: [enter description here, provide asset justification in Sub Part 10]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>435,991</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER COSTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relocation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other: [enter description here, provide asset justification in Sub Part 10]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DEVELOPMENT COST (TDC)</strong></td>
<td><strong>18,991,147</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Average TDC Per</strong>:</td>
<td><strong>275.234.52</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Square Foot</strong>:</td>
<td><strong>301.26</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**II. TAX CREDIT CALCULATION - BASIS METHOD**

Subsections From Eligible Basis

- Amount of federal grant(s) used to finance qualifying development costs
- Amount of nonqualified nonrecourse financing
- Costs of Nonqualifying units of higher quality
- Nonqualifying excess portion of higher quality units
- Historic Tax Credits (Residential Portion Only)
### Eligible Basis Calculation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Basis</td>
<td>17,033,203</td>
</tr>
<tr>
<td>Less Total Subtractions From Basis (see above)</td>
<td>0</td>
</tr>
<tr>
<td>Total Eligible Basis</td>
<td>17,033,203</td>
</tr>
<tr>
<td>Eligible Basis Adjustment (DDA/OCT Location or State Designated)</td>
<td>0</td>
</tr>
<tr>
<td>Type: State Boost</td>
<td>130.00%</td>
</tr>
</tbody>
</table>

### Total Basis Method Tax Credit Calculation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Tax Credit Amount</td>
<td>1,992,886</td>
</tr>
<tr>
<td>Total Basis Method Tax Credit Calculation</td>
<td>1,992,884</td>
</tr>
</tbody>
</table>

### III. TAX CREDIT CALCULATION - GAP METHOD

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity Gap Calculation</td>
<td></td>
</tr>
<tr>
<td>Project Cost Limit (PCL)</td>
<td></td>
</tr>
<tr>
<td>TDC exceeds GAP PCL/L</td>
<td></td>
</tr>
<tr>
<td>Total Development Cost (TDC-PCL) or TDC less Foundation Funding</td>
<td></td>
</tr>
<tr>
<td>Subtract Non-L- HTC (excluding deferred fee) Source of Funds</td>
<td></td>
</tr>
<tr>
<td>Equity Gap</td>
<td></td>
</tr>
<tr>
<td>Divide Equity Gap by 10</td>
<td></td>
</tr>
<tr>
<td>Annual Equity Required</td>
<td></td>
</tr>
<tr>
<td>Enter Final Federal and State Equity Factors (not including GP contribution)</td>
<td></td>
</tr>
<tr>
<td>Total Gap Method Tax Credit Calculation</td>
<td></td>
</tr>
</tbody>
</table>

#### TAX CREDIT PROJECT MAXIMUM - Lower of Basis Method, Gap Method or DCA Limit:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,119,300</td>
</tr>
</tbody>
</table>

#### TAX CREDIT REQUEST - Cannot exceed Tax Credit Project Maximum, but may be lower:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,972,000</td>
</tr>
</tbody>
</table>

#### IV. TAX CREDIT ALLOCATION - Lower of Tax Credit Request and Tax Credit Project Maximum

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,972,000</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO:  John J. Tecklenburg, Mayor
FROM:  Geona Shaw Johnson  DEPT.  Housing and Community Development

SUBJECT  ARCHER SCHOOL SENIOR HOUSING DEVELOPMENT – AMENDED FUNDING REQUEST: $487,782

REQUEST  Mayor and City Council are asked to approve an amendment to the award of $4,000,000 to Humanities Foundation from $4,000,000 to $4,487,782. The funds were awarded from the General Obligation Bond approved in November 2017; committed in 2019; awarded in 2020. The developer has experienced increased costs due to interest rate spikes in interim and permanent construction financing, construction and increased flood insurance costs. The initial development budget was $29M, the current development budget is $42M. This development helps to meet the critical need for affordably priced senior rental housing in the City of Charleston.

COMMITTEE OF COUNCIL:  Ways and Means  DATE:  May 24, 2022

COORDINATION:  This request has been coordinated with: (attach all recommendations/reviews) Community Development Committee of City Council recommended approval during their May 19, 2022 meeting.

Yes  N/A  Signature of Individual Contacted  Attachment

Housing & Community Dev  ☑
Corporation Counsel

FUNDING:  Was funding previously approved?  Yes

If yes, provide the following:

Dept./Div:  HCD
Account #:  

Balance in Account  $1,100,000  Amount needed for this item  $487,782

NEED:  Identify any critical time constraint(s):  

CFO's Signature:  

FISCAL IMPACT:

Mayor's Signature:  John J. Tecklenburg, Mayor
### Archer School Senior Apartments

#### Construction Costs and Developer's Schedule

<table>
<thead>
<tr>
<th>Units</th>
<th>Total Costs</th>
<th>30%</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>89</td>
<td>4,226,305</td>
<td>1,268,901</td>
<td>14,122</td>
</tr>
</tbody>
</table>

#### Acquisition Costs

<table>
<thead>
<tr>
<th></th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Acquisition Costs</td>
<td>4,226,305</td>
</tr>
</tbody>
</table>

#### Hard Costs

<table>
<thead>
<tr>
<th></th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hard Costs</td>
<td>28,954,500</td>
</tr>
</tbody>
</table>

#### Financing Costs

<table>
<thead>
<tr>
<th></th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Financing Costs</td>
<td>2,720,400</td>
</tr>
</tbody>
</table>

#### Development Fees & Overhead

<table>
<thead>
<tr>
<th></th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEVELOPERS FEE &amp; OVERHEAD</td>
<td>3,018,924</td>
</tr>
</tbody>
</table>

#### Total Development Costs

<table>
<thead>
<tr>
<th></th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL DEVELOPMENT COSTS</td>
<td>41,653,649</td>
</tr>
</tbody>
</table>

#### Total Uses of Funds

<table>
<thead>
<tr>
<th></th>
<th>Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible State %</td>
<td>36,975,451</td>
</tr>
<tr>
<td>State (bed)/GCT</td>
<td>100%</td>
</tr>
<tr>
<td>ADEPTlite Percentage</td>
<td>100%</td>
</tr>
<tr>
<td>Qualified State</td>
<td>47,541,800</td>
</tr>
<tr>
<td>Acquisition not eligible to 9%</td>
<td>208,600</td>
</tr>
<tr>
<td>Adjusted Qualified State</td>
<td>47,750,461</td>
</tr>
<tr>
<td>Tax Credit Rate</td>
<td>4.63%</td>
</tr>
<tr>
<td>Annual Credit</td>
<td>$1,803,018.20</td>
</tr>
</tbody>
</table>

#### Equity

<table>
<thead>
<tr>
<th></th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>LHTC (Federal) - Preconstruction</td>
<td>0.035</td>
</tr>
<tr>
<td>LHTC (State) - Capital Costs</td>
<td>0.500</td>
</tr>
<tr>
<td>Capital Expenditure Borrowing - Capital Costs</td>
<td>0.050</td>
</tr>
<tr>
<td>Total</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

#### Financing

<table>
<thead>
<tr>
<th></th>
<th>Financing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Exempt Bond Proceeds - Capital</td>
<td>23,000,000</td>
</tr>
<tr>
<td>Tax Exempt Bond Proceeds - Capital (AMT)</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>50.0%</td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>41,653,649</td>
</tr>
</tbody>
</table>

#### Shortfall

<table>
<thead>
<tr>
<th></th>
<th>Shortfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$407,763</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL SOURCES OF FUNDS</td>
<td>41,653,649</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>TOTAL SOURCES OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
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<td>36,975,451</td>
</tr>
<tr>
<td>State (bed)/GCT</td>
<td>100%</td>
</tr>
<tr>
<td>ADEPTlite Percentage</td>
<td>100%</td>
</tr>
<tr>
<td>Qualified State</td>
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</tr>
<tr>
<td>Acquisition not eligible to 9%</td>
<td>208,600</td>
</tr>
<tr>
<td>Adjusted Qualified State</td>
<td>47,750,461</td>
</tr>
<tr>
<td>Tax Credit Rate</td>
<td>4.63%</td>
</tr>
<tr>
<td>Annual Credit</td>
<td>$1,803,018.20</td>
</tr>
<tr>
<td></td>
<td>Equity</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>LHTC (Federal) - Preconstruction</td>
<td>0.035</td>
</tr>
<tr>
<td>LHTC (State) - Capital Costs</td>
<td>0.500</td>
</tr>
<tr>
<td>Capital Expenditure Borrowing - Capital Costs</td>
<td>0.050</td>
</tr>
<tr>
<td>Total</td>
<td>$4,000,000</td>
</tr>
<tr>
<td></td>
<td>Financing</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Tax Exempt Bond Proceeds - Capital</td>
<td>23,000,000</td>
</tr>
<tr>
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</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>50.0%</td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>41,653,649</td>
</tr>
<tr>
<td></td>
<td>Shortfall</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$407,763</td>
</tr>
</tbody>
</table>
May 9, 2022

Geona Shaw Johnson, Director  
Department of Housing & Community Development  
City of Charleston  
75 Calhoun Street, Suite 300  
Charleston, SC 29401

Re: Archer Apartments, LLC (Formerly Henry P. Archer School)

Dear Geona,

Humanities Foundation has been working diligently to close Archer Apartments and has overcome many challenges, such as: the State Tax Credit legislation delayed our SFAA Tax Exempt Bond approval, a redesign of the buildings to satisfy the City’s Design Review, additional costs related to storm water management requirements by the City, dramatic increases in construction costs, and rising interest rates. The construction costs associated with the additional City requirements are more than $1.6 million, excluding design and engineering costs (see Attachment).

The City of Charleston made this development possible through the allocation of Bond proceeds utilized to purchase the school. The ongoing support from you and your staff, as well as the Planning and Zoning department, have helped us tremendously with permitting and issues that have arisen during the predevelopment phase. We are now ready to close and due to circumstances beyond our control, we are experiencing a shortfall of more than $1 million. Our Construction Lender is requiring Excess Flood insurance that has increased the costs by more than $200,000, construction costs escalated, and the interest rates have been steadily rising which has created a gap in our construction and permanent financing that we are unable to fill. We have tried to avoid asking the City for additional financial assistance, but we are unable to close without a commitment for additional funding in the amount of $487,782. We have a signed Construction Contract, Building Permits, and our Lenders are ready to lock our Interest Rate. With this additional financial support from the City of Charleston we can start construction immediately.
Geona, I can’t express enough how appreciative I am for the support Humanities Foundation has received from the City for all our endeavors. We are committed to continuing our work in the City of Charleston and to creating affordable housing that will be a catalyst for future improvements in housing opportunities in the Eastside Village. Thank you for your consideration of this request and I am available to answer any questions you may have.

Sincerely,

Tracy Doran, President
The Humanities Foundation, Inc.
TO: John J. Tecklenburg, Mayor  
FROM: Luther T. Reynolds DEPT. Police Department  
SUBJECT: AGREEMENT BETWEEN CHARLESTON DORCHESTER MENTAL HEALTH CENTER AND CPD FOR FULL-TIME DOMESTIC VIOLENCE MENTAL HEALTH PROFESSIONAL REQUEST: Approve agreement between CDMHC and CPD for one full-time mental health professional to provide mental health service to children and families in domestic violence cases.

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Role</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Police</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corporation Counsel</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING:  Was funding previously approved? Yes X No □ N/A □  
If yes, provide the following: Dept./Div: 207000 Account #: 52206  
Balance in Account $20,000 Amount needed for this item $20,000

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature]

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT
OF MENTAL HEALTH,

CHARLESTON DORCHESTER MENTAL HEALTH CENTER
AND

CITY OF CHARLESTON POLICE DEPARTMENT

I. Purpose

South Carolina Department of Mental Health (SCDMH), Charleston Dorchester Mental Health Center (hereafter referred to as “CDMHC”) and City of Charleston Police Department (hereafter referred to as “City”) enter into this contract for the City.

II. Scope of Services

A. CDMHC agrees to the following:

A. Assign one full-time, master’s level Mental Health Professional to provide specialized mental health treatment services to children and families who have witnessed or been effected by domestic violence that are referred by the City. This position will provide services up to 40 hours per week, less state holidays, annual and sick leave, and mandatory training and meetings.

B. Exercise independent professional judgment in the provision of such services as employees of CDMHC.

C. Assist in the development of City policies pertaining to these services as requested by the City.

D. Monitor and evaluate the quality and appropriateness of such services.

E. Provide supplemental in-service education and training for the City on an as-requested basis.

F. Follow generally accepted professional standards, protocols, and guidelines governing the provision of any services and maintain credentials as required for services provided under this agreement.

G. Comply with all applicable quality assurance, documentation, record management, continuity of care, confidentiality, patient standards, and guidelines, as well as federal, state, and local laws, rules, regulations and protocols.

H. Attend City administrative meetings as needed and where appropriate when requested by the City.

I. To the extent provided by law, CDMHC shall be responsible for the negligent conduct of its employees. CDMHC agrees to provide, for its employees, Workers Compensation Insurance, as well as General, Vehicle, and Professional Liability (malpractice) Insurance through the South Carolina Insurance Reserve Fund for employees acting in an official capacity. Nothing in this agreement is to be interpreted as a requirement that CDMHC or the South Carolina Department of Mental Health (SCDMH) insures, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or SCDMH. Exhibit A is attached and made part of this agreement.

Professional Service Contract Form – Jan. 2020
J. Optional payment provisions (Designate one option by initialing):

______Agrees to invoice the City a flat rate of $20,000 annually in a lump-sum payment for services under this agreement, payable within 90 days upon receipt of a valid invoice.

______Agrees to invoice the City $20,000 quarterly in four equal payments of $5,000 each for services under this agreement, payable within 90 days upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur.

K. If the payments made to the Center under this agreement are not full compensation for all Center services provided, Center may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due under this agreement.

B. City agrees to the following:

RESPONSIBILITIES OF THE CITY:

A. Provide office space and a vehicle for one CDMHC staff member, located at 180 Lockwood Blvd, Charleston, South Carolina, 29403.

B. To the extent possible, ensure the safety and well-being of the mental health counselor when responding to domestic violence or other policing situations.

C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a total rate of $20,000 for services under this agreement, payable within 90 days upon receipt of a valid invoice. Payment should be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414.

C. MUTUAL RESPONSIBILITIES

A. To collaborate to provide community based identification, triage, comprehensive treatment planning, and follow-up of individuals requiring the services of both agencies.

B. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbal and electronic, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.

C. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state, federal, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

D. Ensure the confidentiality of client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.

Professional Service Contract Form – Jan. 2020
E. To appoint an administrative liaison, and if mutually agreeable, schedule at least one (1) joint conference a year to identify problem areas and discuss changes or revisions desired in the agreement.

F. To comply with all applicable laws regarding discrimination, including race, color, ancestry, religion, sex, age, handicap, or veteran status.

III. Terms and Conditions

A. Effective Dates:

This contract shall be effective on this 1st day of January, 2022, or when all parties have signed, whichever is later, and will end this 31st day of December, 2022. Thereafter, the contract will automatically extend up to 4 additional one year terms, unless either party shall terminate the contract as provided herein. At the end of each contract year, the parties agree to meet to review the contract. Maximum termination date is the 31st day of December, 2026.

TERM OF CONTRACT-OPTION TO RENEW: (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and/or day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated in section above.

B. Contract Maximum will not exceed $100,000.00 for the five (5) year term.

C. Termination

This contract may be terminated by either party upon thirty (30) days written notice to the other party.

D. Amendment:

The contract is our entire Agreement, and it will bind each of our successors. Any changes to this contract, which are mutually agreed upon between SCDMH and the Contracting Party, shall be incorporated in written amendment to this contract and will not become effective until the amendment is signed by each party.

E. Records

Records with respect to all matters covered by this Contract must be retained for 6 years after the end of the period of this Contract and shall be available for audit and inspection at any time such audit is deemed necessary by DMH. If audit has begun but is not completed at the end of the 6 year period, the records shall be retained until resolution of the audit findings.

F. Liability

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this Contract. Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or authority to control or direct the activities of the other or the right or

Professional Service Contract Form – Jan. 2020
authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this contract.

G. Non-Discrimination

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Contract on the grounds of race, disability, color, sex, religion, age, health status, or national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DMH.

H. Controlled Substance Statement

By signing this contract, Contracting Party certifies that it will comply with all applicable provisions of The Drug Free Workplace Act, S.C Code of Laws, Section 44-107-10 et. Seq. as amended.

I. Governing Law.

The Agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.

J. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE

a. SCDMH has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contracting party shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

b. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes “whistleblower” remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and SCDMH’s policies and procedures regarding false claims may be obtained from the agency’s Contract Manager.

c. Any employee, agent, or contracting party of SCDMH who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

K. Insurance

Each of the parties agrees to maintain professional and general liability insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party’s employees and each party shall be responsible for coverage of its respective employees.

L. Licenses
The parties agree that during the term of this Contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein. The Contracting Party will immediately notify DMH if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of Contracting Party or Contracting Party’s employees or agents providing or performing services under this Contract.

M. Indemnification

Any term or condition is void to the extent it: 1) requires DMH to indemnify any individual or entity, or 2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, or any other theory or claim.

N. Open Trade Representation: THE CITY OF CHARLESTON represents that they are not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

a. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

IV. Incorporation

This contract incorporates the attached SCDMH “Covenants and Conditions,” and “Business Associate/Qualified Service Organization Agreement.”

THE CITY OF CHARLESTON

Contractor's Signature
John J. Tecklenburg
Printed Name
Mayor
Title

SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH
CHARLESTON DORCHESTER MENTAL HEALTH CENTER

SCDMH Signature
Jennifer Roberts, LPC, CPM
Printed Name
Executive Director
Title

Professional Service Contract Form-Jan. 2020
SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (DMH) COVENANTS & CONDITIONS ADDENDUM (1 page)

This ADDENDUM is incorporated in the attached Agreement with DMH/DMH component (AGREEMENT). If any term in the AGREEMENT is in conflict with this Addendum, this ADDENDUM will control. If AGREEMENT involves federal or other grant funds (including subcontractor/grantee obligations), the parties will comply with applicable grant terms or obligations.

AS MAY BE APPLICABLE TO THE AGREEMENT, the party contracting with DMH (CONTRACTOR) also agrees:


2. Unless AGREEMENT/Grant terms require otherwise, DMH has ownership/title/copyright/other right to property purchased or developed with AGREEMENT funds. CONTRACTOR will not publish or use reports, data or other material or information related to AGREEMENT for its own purpose or financial benefit without prior DMH written permission.

3. CONTRACTOR performance of AGREEMENT provisions or continued payment, will not affect DMH’s continued right to enforce AGREEMENT. No DMH waiver of any breach will be considered as waiver of any succeeding breach.

4. AGREEMENT is governed by applicable Federal and South Carolina law. Any legal action, suit, proceeding, or other dispute resolution activity arising from AGREEMENT will be initiated and maintained in South Carolina.

5. No CONTRACTOR sub-contract or assignment of this AGREEMENT is valid without DMH written consent. Regardless, CONTRACTOR is solely responsible for CONTRACTOR obligations and performance under this AGREEMENT.

6. CONTRACTOR records/other documents related to AGREEMENT may be audited by DMH or other agency with audit authority. CONTRACTOR will maintain documents for at least three (3) years from date of AGREEMENT final payment.

7. All invoices for DMH payment must be received by DMH within sixty (60) days of termination of AGREEMENT.

8. CONTRACTOR will not employ persons listed on HHS OIG’s Cumulative Sanctions Report or Excluded Parties List, and will adopt and comply with CONTRACTOR policies consistent with §5032 Deficit Reduction Act of 2005.

9. If CONTRACTOR seeks or receives payment from third parties including Medicare/Medicaid/other federal sources, CONTRACTOR will offset DMH amounts due with such payment or submit such funds to DMH and be solely responsible for legitimacy of request for payment of funds and recoupments sought by payer. If payments to DMH from CONTRACTOR are not full compensation, DMH may bill and accept payment for such uncompensated services from any other available payer or source of payment, and any such payment will not reduce any payment due to DMH by CONTRACTOR.

10. If AGREEMENT involves review/use of DMH plans, reports, financial information, attorney work product, PHI or PI, and/or other proprietary or confidential information, CONTRACTOR will receive, maintain, use or disclose such information only as necessary to perform AGREEMENT obligations, or otherwise with DMH written permission, or as required by law.

11. No AGREEMENT funds/materials/property/services will be used to engage an attorney, for any partisan political activity, or to further or defeat a publicly office candidate or any activity in violation of the Hatch Act or other applicable law.

12. No employee of either party will be deemed as an employee of the other party. Nothing in the AGREEMENT will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the AGREEMENT.

13. An AGREEMENT term is void if it requires that DMH be subject to another state’s laws/courts/jurisdiction; indemnify, or hold harmless anyone (other than a MCO enrollee as required by law); or waive any DMH interest/right/immunity/defense.

DMH Covenants and Conditions Jan. 2020
Professional Service Contract Form Jan. 2020
SCDMH BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to: the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Part 4-4-160 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patients or persons subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient records, 42 CFR Part 2, in protecting Protected Health Information (PHI), and/or applicable law protecting other Personally Identifiable Information (PII), collectively "Applicable Law."

City of Charleston Police Department at the address of 180 Lockwood Blvd, Charleston, SC 29403, is a SCDMH Business Associate/Qualified Service Organization (BA/QSO), who by SCDMH contract/other written agreement, receives information from, creates or receives PHI and/or PII, on behalf of SCDMH.

BA/QSO in receiving from, or creating/receiving PHI and/or PII on behalf of SCDMH, acknowledges and agrees:

1. In receiving, transmitting, disclosing, transporting, storing, processing, using, or otherwise dealing with PHI and/or PII, be bound by Applicable Law, and not use or disclose PHI and/or PII except as permitted or required by this Agreement, Applicable Law, SCDMH Privacy and/or Security Practices, and any contract or other written agreement with SCDMH.

2. Consistent with this Agreement, BA/QSO may disclose minimum necessary PHI and/or PII for its management and administration, or to carry out its legal responsibilities, provided the disclosures are required by law, or BA/QSO obtains reasonable assurances from the person to whom the PHI and/or PII is disclosed, that PHI and/or PII will remain confidential and used or further disclosed only as required by law, or for the purposes for which it was disclosed, and the person notifies BA/QSO of any instances it is aware where PHI and/or PII confidentiality has been Breached.

3. Use appropriate safeguards to prevent unauthorized use or disclosure of PHI and/or PII ("Breach").

4. Following discovery of a Breach, consistent with Applicable law, promptly report such Breach to the applicable local SCDMH Privacy Officer.

5. Ensure that its subcontractors and agents, to whom PHI and/or PII is provided, or created or received on behalf of SCDMH, protect PHI and/or PII including Breach reporting as described above.

6. Provide access to PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet HIPAA requirements of providing a SCDMH patient the right to access and copy their PHI.

7. Amend PHI as directed or agreed to by SCDMH pursuant to HIPAA requirements.

8. Make available its practices, policies, procedures and records, related to PHI and/or PII use and disclosure, to SCDMH, (and for PHI, Department of Health and Human Services, or to an individual/entity as directed by SCDMH related to HIPAA compliance).

9. Document its disclosures of PHI, as required by HIPAA, for SCDMH to promptly respond to a request for an accounting of PHI disclosures, and provide such accounting to SCDMH or an individual as directed by SCDMH.

10. [Applies only to SCDMH Alcohol & Drug Treatment Program PHI AND/OR PII] As a SCDMH Qualified Service Organization under 42 CFR Part 2, resist efforts in judicial proceedings to obtain PHI as required by 42 CFR Part 2.

11. Upon termination of this Agreement for any reason, return or destroy PHI and/or PII received/created by this Agreement, including PHI and/or PII possessed by its subcontractors or agents. If returning or destroying the PHI and/or PII is infeasible, BA/QSO will notify SCDMH of conditions that make return/destruction infeasible and extend Agreement Professional Service Contract Form-Jan. 2020
protections to such PHI and/or PII, and limit further uses/disclosures to purposes that make return/destruction infeasible, as long as BA/QSO maintains the PHI and/or PII.

12. To the extent BA/QSO carries out obligations under the Privacy Standards on Covered Entities behalf, BA/QSO will comply with applicable Privacy Standard(s) in performing such obligation.

13. BA/QSO will comply with security provisions of HITECH in the same manner as such regulations apply to SCDMH.

14. Upon request, BA/QSO will provide SCDMH access to, and information concerning, BA/QSO's security and privacy policies, processes, practices, impact and risk assessments, and actions taken to mitigate identified risks affecting PHI and/or PII provided to or created by BA/QSO pursuant to this Agreement.

15. BA/QSO will report to SCDMH security incidents of which it becomes aware that compromise PHI and/or PII confidentiality, integrity, or availability. Unsuccessful Security Incidents, involving unsuccessful attempts at unauthorized access to BA/QSO’s system, that are not a threat to PHI and/or PII and do not result in unauthorized access, use, disclosure, modification, or destruction of PHI and/or PII or interference with an information system, are not required to be reported. Unsuccessful Security Incidents include: (a) “pings”: request/response to determine if an Internet Protocol (IP) address, or host, exists or is accessible; (b) port scans; and (c) malware: viruses and worms detected and eradicated prior to affecting BA/QSO's system; (d) attempts to log on to system or enter database with invalid password or username; and (e) denial of service attacks that do not result in a server taken offline. If BA/QSO's system is capable of logging such Incidents, upon SCDMH written request, BA/QSO will report such Incidents in the aggregate.

16. BA/QSO will require any BA/QSO subcontractor to a SCDMH contract or other SCDMH written agreement with BA/QSO, to agree in writing to comply with this Agreement.

17. SCDMH may terminate this Agreement if it determines that BA/QSO or subcontractor has violated any material term.

[Signature]

BA/QSO Signature  Printed Name  Title  Date  S-17-22

BA/QSO-Jan. 2020

Professional Service Contract Form-Jan. 2020
TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson
DEPT: Executive

SUBJECT: Office of Cultural Affairs - Acceptance of NEA Big Read Grant Award

REQUEST: To accept a grant award of $17,500 from the National Endowment for the Arts Big Read, a partnership with Arts Midwest, to support community literary events.

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel  
Cap. Proj. Cmte. Chair  
Office of Cultural Affairs  
Grants Manager  

FUNDING: Was funding previously approved? Yes □ No □ N/A □

If yes, provide the following: Dept./Div.: Account #:  
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes □ No X

NEED: Identify any critical time constraint(s).

CFO's Signature:  
FISCAL IMPACT: Is a CITY MATCH REQUIRED? FUNDS FROM PRIVATE DONATIONS:

Mayor's Signature:  

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
Grant agreement

Congratulations on your National Endowment for the Arts Big Read award!

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>City of Charleston Office of Cultural Affairs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>75 Calhoun Street</td>
</tr>
<tr>
<td></td>
<td>Suite 3800</td>
</tr>
<tr>
<td></td>
<td>Charleston, SC 29401-3526</td>
</tr>
<tr>
<td>UEI number</td>
<td>DFAMMXJFS5E3</td>
</tr>
<tr>
<td>Name for publicity purposes</td>
<td>City of Charleston Office of Cultural Affairs</td>
</tr>
<tr>
<td>Purpose</td>
<td>NEA Big Read 2022–2023</td>
</tr>
<tr>
<td>Grant award</td>
<td>$17,500</td>
</tr>
<tr>
<td>Case number</td>
<td>00031056</td>
</tr>
<tr>
<td>Date of Agreement</td>
<td>May 5, 2022</td>
</tr>
</tbody>
</table>

The program

The National Endowment for the Arts Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book.

Arts Midwest

Arts Midwest will serve as your contact for all questions regarding the program and this Grant Agreement. Arts Midwest can be reached at 612.238.8024 or at arts.midwest@arts.org. Our offices are based in Minneapolis, Minnesota and our hours of operation are 9am – 5pm Central time. We have a dedicated team of individuals available to respond to your questions and available to assist you in a timely manner.
This Agreement, by and between Arts Midwest on behalf of the National Endowment for the Arts and City of Charleston Office of Cultural Affairs listed above, hereinafter referred to as GRANTEE, is subject to the following terms and conditions.

**Grant award**

Your grant award from Arts Midwest, on behalf of the National Endowment for the Arts, is $17,500.

This award must be used towards the expenses incurred as part of GRANTEE’s NEA Big Read programming. These expenses may include artist fees, book purchases, staff salaries and benefits, and other expenses. Federally negotiated indirect cost rates are allowable or a de minimis rate of 10% as outlined in 2 CFR 200.414 (Code of Federal Regulations).

Unallowable expenses include fundraising, hospitality, meals, concessions, gifts for participants, or costs incurred prior to the execution of this Grant Agreement or after June 30, 2023. Reference the Attachment A: Assurance of Compliance section 12 for more information on Cost Principles. This award does not support research and development.

The award must be matched on a 1-to-1 basis with nonfederal funds. Match refers to the portion of the project’s expenses not paid for by these federal revenues. This may include revenues from GRANTEE’s own funds, donations, other non-federal grants, or other revenues. In order to receive the full grant, GRANTEE’s total expenses as shown on your final report budget must be at least double the grant award amount. There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

The following information is provided to comply with federal regulations.

<table>
<thead>
<tr>
<th>Federal awarding agency</th>
<th>National Endowment for the Arts</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA #45.024</td>
<td>Promotion of the Arts Grants to Organizations and Individuals</td>
</tr>
<tr>
<td>Federal Award Identification Number</td>
<td>1866149-52-C-20</td>
</tr>
<tr>
<td>Federal award date</td>
<td>September 3, 2020</td>
</tr>
<tr>
<td>Federal award description</td>
<td>To support the planning and implementation of the National Endowment for the Arts Big Read program nationwide.</td>
</tr>
<tr>
<td>Subaward period of performance</td>
<td>July 1, 2020 – October 31, 2023</td>
</tr>
<tr>
<td>NEA award amount</td>
<td>$3,014,000</td>
</tr>
<tr>
<td>Pass-through entity and contact information</td>
<td>Arts Midwest, Joshua Feist, director of community support, <a href="mailto:joshua@artsmidwest.org">joshua@artsmidwest.org</a>, 612.238.8054</td>
</tr>
</tbody>
</table>

GRANTEE is expected to use the entire grant award amount to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts. Grant funds may not be returned to Arts Midwest without prior authorization.
If the award amount above is less than the amount requested in GRANTEE's application, a revised budget based on the award amount is due to Arts Midwest before any funds can be issued.

If major changes are believed to be necessary, GRANTEE must refer to Attachment C of this Agreement for guidance.

Expenses can be incurred and an advance payment can be issued after this Agreement has been fully executed by Arts Midwest and GRANTEE.

**GRANT PAYMENTS**

Arts Midwest will disburse this grant in two installments by check to GRANTEE as follows:

- Program start payment of $14,000.00 will be sent to arrive on or around the date of the first event as indicated on GRANTEE’s Engagements Listing (see Program Engagements Listing). Prior to issuing this payment, Arts Midwest must receive a revised budget (if applicable) and an updated list of engagements (see Reporting).
- Final payment of $3,500.00 will be sent four to six weeks following the receipt of a complete final report (see Reporting).

If the above payment schedule represents a financial hardship, GRANTEE has the option to request one advance payment of up to 80% of your grant award. An advance payment may be requested for expenditures already incurred or for expenditures you expect to incur within 30 days. Please complete the advance payment request form, available in the Online Community, to request an advance payment. If an advance payment is issued, your program start payment will be adjusted according to the remaining balance.

By default, payments will be issued by check. If GRANTEE would prefer to receive funds via electronic transfer, GRANTEE must provide Arts Midwest with the email address of the individual who manages GRANTEE’s finances so they can set up an account in our financial system.

Payments are contingent upon Arts Midwest’s receipt of federal funds from the National Endowment for the Arts. Payments must be disbursed within 30 days of receipt.

**AWARD MANAGEMENT**

GRANTEE must manage this award in the Online Community located at the following web address: https://artsmidwest.force.com/ncabigread. Arts Midwest will work with you to make sure all necessary parties have access to this website. All documents needed to manage your award, including the crediting requirements, budget forms, final report (see Reporting), and other resources are available in the Online Community.

**Program requirements**
As a participant in NEA Big Read, GRANTEE agrees to conduct the following NEA Big Read activities:

An ideal NEA Big Read lasts approximately one month (but may go longer) and must occur between September 1, 2022 and June 30, 2023. Events held prior to September 1 or after June 30 need written authorization from Arts Midwest.

Develop and produce a dynamic community reading program designed around a single NEA Big Read selection that inspires conversation and discovery. Related “companion” reading titles may be included.

Your literary programming should feature diverse and creative engagements that show a clear connection between the NEA Big Read book and the target audience and engage a wide range of community members with the book either in-person or virtually via telecommunications technology. A successful NEA Big Read will be held in a variety of venues or virtual spaces and, through effective partnerships, reach a broad audience as identified by GRANTEE. The number of engagements planned should be proportionate with your grant award and community population. Activities should include:

- a public kick-off event to launch the program;
- a minimum of 5 discussions on the selected book featuring separate audiences for each discussion;
- At least two presentations inspired by the content and/or themes of the NEA Big Read title. If you are considering an author visit as part of your programming, please be aware that honoraria and availability vary by individual. A visit by the author of your NEA Big Read book selection is not required.
- At least two projects that engage the community and/or respond creatively to the selected book or companion title (e.g., art exhibitions, theatrical and/or musical performances, poetry slams, writing workshops and contests, collecting and sharing oral/written stories from members of the community, etc.).

Partner with a library (if GRANTEE itself is not a library) and with additional community organizations in order to broaden community participation and reach a wide array of audiences.

Promote your programming through digital and print channels, and partnering with local radio, print, TV, social media, and other media outlets as appropriate.

Use and distribute the NEA Big Read educational and promotional materials for your chosen book found at http://www.arts.gov/neabigread (see Educational materials section below).

In addition, GRANTEE is strongly encouraged to participate in all offered training webinars and conference calls from Arts Midwest including the online orientation activities in June.
ADMISSION

Admission to, as well as seating and participation in, NEA Big Read programs shall be open to any person and shall be without regards to race, color, natural origin, disability, religion, age, or gender as provided in Section 504 of the Rehabilitation Act of 1973 (as amended), the Americans with Disabilities Act of 1990 (as amended), Title VI of the Civil Rights Act of 1964 (as amended), Title IX of the Education Amendments of 1972 (as amended), and the Age Discrimination Act of 1975 (as amended).

GRANTEES shall provide, upon request from Arts Midwest, up to six complimentary admissions to all activities without cost to Arts Midwest for VIPs or promotional use. Arts Midwest will work with GRANTEES to ensure that proper procedures for admission are followed.

If GRANTEES is unable to meet program requirements, future support from Arts Midwest may not be available.

Crediting and publicity

The National Endowment for the Arts and Arts Midwest seek to achieve unified branding for this national program and GRANTEES must comply with Attachment D: Crediting Requirements, which is part of this Agreement. This includes the usage of the credit line and logo in all print and digital materials as well as proper display of NEA Big Read banners and bookmarks. Arts Midwest expects GRANTEES to ensure proper crediting and visibility for the benefit of both GRANTEES and this national program.

Towards that end we require that you call your program "NEA Big Read" or "NEA Big Read: [city name]" for example.

GRANTEES will be required to upload two to three samples of printed materials and digital communications with your final report.

If GRANTEES is unable to meet crediting requirements, as set forth in the Attachment D, future support from Arts Midwest may not be available.

PUBLIC RELATIONS

GRANTEES’s outreach efforts to local media, including print, television, social media, and radio outlets, are very important to the success of NEA Big Read.

The National Endowment for the Arts will create a sample news release for use in publicizing GRANTEES’s participation in NEA Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release will be available for download from the Online Community.
The National Endowment for the Arts also created a “PR toolkit,” which is available online in the Online Community. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

**Educational materials**

All NEA Big Read educational materials are accessible online at [this link].

NEA Big Read educational materials vary by book selection. Materials may include Reader Resources and audio materials.

Please note: NEA Big Read educational materials are not provided in print.

Online resources include:

- Reader Resources, which contain an introduction to the featured book, background on the writer, and discussion questions. Some Reader Resources also contain additional resources and information about related works.
- Audio materials (available to stream online), which are 20 to 30-minute programs about the book featuring interviews and readings by literary and public figures.

Reader Resources and audio materials by NEA Big Read are licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. For legal reasons, photos used in the Reader Resources are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses. Text content from NEA Big Read Teacher’s Guides by NEA Big Read is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

**Promotional materials**

The following NEA Big Read promotional materials are provided to GRANTEE at no cost. Grant funds may be used to procure more upon request.

**BANNERS**

GRANTEE will receive three complimentary 2.5’ x 6.5’ NEA Big Read banners (two horizontal banners and one vertical banner) featuring the NEA Big Read logo and branding for on-site event promotion. GRANTEE shall hang these banners in visible locations of your choice before and during your community read activities. You must use the banners you receive this year and discard any you may have remaining from previous years. More banners may be ordered from our vendor for a fee; contact Arts Midwest for more information. Grant funds may be used to purchase additional banners.
BOOKMARKS
GRANTEE will receive a predetermined quantity of complimentary 8.5" x 1.125" bookmarks featuring NEA Big Read logo. You must use the bookmarks you receive this year and discard any you may have remaining from previous years if you have received an NEA Big Read grant in the past.

OTHER PROMOTIONAL TOOLS
In addition to these materials, we also provide the NEA Big Read logo block and credit line for GRANTEE's use in creating your own promotional and marketing materials. This NEA Big Read logo block and credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for download in the Online Community.

Reporting

PROGRAM START AND END DATES
GRANTEE is responsible for updating the “programming start date” and “programming end date” fields in their Case in the Online Community or informing Arts Midwest of updates. These dates refer to your first and last engagements (events) for your NEA Big Read. It is important to keep these dates updated as they will determine your reporting deadlines as noted below.

PROGRAM ENGAGEMENTS (EVENTS) LISTING
GRANTEE’s engagements listing is essential to providing Arts Midwest and the National Endowment for the Arts with detailed information concerning your project’s activities.

GRANTEE is required to input their information according to the following schedule:

- **30 days prior to your first NEA Big Read engagement**, provide a list of all planned engagements including the minimum programming requirements (found on page 4 of this Agreement). Your program start grant payment will be generated after review of this Engagements Listing by Arts Midwest along with receipt of your revised budget (if applicable).
- **Within 45 days of the completion of your activities**, enter complete attendance figures as described in the final report (see Final Report section below). Your final grant payment will be generated after review of this submission along with your final report.

If this schedule represents a hardship, grantees must contact Arts Midwest to receive written authorization for an alternative timetable.
If GRANTEE's programming beginning or ending dates change, GRANTEE must update them on their Case in the Online Community or notify Arts Midwest immediately so grant payments will not be delayed.

FINAL REPORT
The final report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding NEA Big Read.

GRANTEE is obligated to submit a final report to Arts Midwest within 45 days following the “programming end date” listed in the Online Community. You can access the final report at the top of your Case by clicking the “Continue final report” and you may save your progress. Please review the final report via this link prior to beginning your NEA Big Read activities so you are familiar with the questions ahead of time.

The contents of the final report will include narrative questions, a final budget, the final listing of engagements (with full descriptions and final attendance figures), examples of crediting, and (optionally) images.

To offer transparency and mentorship to other NEA Big Read communities, Arts Midwest may choose to share part or all of your final report in the Online Community. In addition, Arts Midwest may reach out to key organizers in your community asking them to share their expertise in learning opportunities for other grantee communities and applicants.

*If GRANTEE does not submit a final report, Arts Midwest will not be able to issue a final payment.*

Compliances

ASSURANCE OF COMPLIANCE
GRANTEE shall comply with all provisions of the Assurance of Compliance attachment, which is a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources. An interactive version of the Assurance of Compliance with web links is also downloadable from the Online Community.

UEI NUMBER AND SAM.GOV
The UEI number we have on file for GRANTEE is DFAMMXJS5E3. This is the number that was provided by GRANTEE and is associated with GRANTEE's registration in SAM.gov. If you have questions concerning your registration, please contact Arts Midwest at 612.238.8024. SAM.gov registration is free to create and maintain. Disregard emails you may receive from other parties demanding fees.
FEDERAL TAX EXEMPTION

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government.

GRANTEE agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

Independent contractor

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and GRANTEE, and that GRANTEE’s status is solely that of an independent contractor. GRANTEE shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts. Each Party shall perform and discharge all obligations pertaining to this Agreement as independent contractors, including but not limited to the payment of any taxes or resulting fees and expenses.

Termination

- By either Party by reason of accident, Act of God, force majeure, labor strikes, any act or order by public authority, illness or death of an artist or their family member, or any unforeseen occurrence(s) which shall render the fulfillment of this Agreement by either party impossible, including, but not limited to, the inability of any artist (if applicable) to receive the necessary visas or work authorization to perform in the United States. Under such circumstance, neither Party shall be liable to the other for payment or damages of any kind or nature.

- By Arts Midwest in the event that funding is not forthcoming from the National Endowment for the Arts. Under such circumstances, neither Party shall be liable to the other for payment or damages of any kind or nature.

Limitation of liability

Except with regard to termination of this Agreement, for which there shall be no liability on the part of Arts Midwest, in the event this Agreement is terminated, regardless of the reasons for such termination, in no event with Arts Midwest be liable to the GRANTEE for any special, indirect, incidental, or consequential damages (including without limitation, loss of business or profits) arising out of or in connection with the Agreement, regardless of the theory of liability or cause of action, in excess of either GRANTEE’s actual, out-of-pocket costs and expenses (properly itemized, documented, and substantiated) or $2,000, whichever is less.

GRANTEE’s indemnification

The GRANTEE shall indemnify and hold harmless Arts Midwest and the respective successors, assigns, officers, members, directors, agents, contractors, and employees of each of the foregoing, from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys’
fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the GRANTEE under this Agreement or any act or omission of the GRANTEE and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

**Arts Midwest’s indemnification**

Arts Midwest shall indemnify and hold harmless the GRANTEE and its successors, assigns, officers, members, directors, agents, contractors, and employees from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys’ fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the Arts Midwest under this Agreement or any act or omission of the Arts Midwest and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

**Amendment**

This Agreement contains the entire understanding of the Parties hereto and supersedes all prior commitments, agreement, or understandings between the Parties with respect to the subject matter hereof, and shall not be waived, modified, or amended except in writing signed by both Parties hereto.

**Severability**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue to full force without impaired or invalidated.

**Waivers**

No waiver by either Party hereto of any breach by the other Party of any covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior to or subsequent) of the same or any other covenant or condition of this or any other agreement.

**Binding Agreement**

GRANTEE agrees to carry out this project in compliance with the terms listed in this Agreement. GRANTEE agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement.

GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that GRANTEE unilaterally cancels this Agreement.
Jurisdiction and Disputes

This Agreement shall be construed and interpreted pursuant to the laws of the laws of the State of Minnesota applicable to agreements entered into and fully performed in Minnesota. Any action or proceeding between GRANTEE and Arts Midwest relating to this Agreement, whether pertaining to the interpretation or enforceability hereof or others, may only be brought in the State of Minnesota, and both parties consent to the jurisdiction of the state or federal courts of Minnesota. All disputes or controversies in excess of $10,000 arising out of or connected to this Agreement shall be resolved through binding arbitration in Minneapolis, Minnesota under the laws of the State of Minnesota, in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into the highest Court having jurisdiction thereof. All disputes or controversies up to and including the sum of $10,000 shall be resolved in Hennepin County, Minnesota Conciliation Court, Appeals of such Conciliation Court decisions shall be resolved through binding arbitration as if the dispute exceeded the sum of $10,000.

Attachments

ATTACHMENT A: ASSURANCE OF COMPLIANCE

GRANTEE shall comply with all provisions of the Attachment A: Assurance of Compliance, which is included and therefore made a part of this Agreement. These compliances are required by Arts Midwest’s federal and state funding sources.

ATTACHMENT B: MEDIA CONSENT AND GUIDELINES

GRANTEE shall comply with all provisions of Attachment B: Media Consent and Guidelines which is hereby made a part of this Agreement.

ATTACHMENT C: CHANGES OR CANCELLATION REQUIREMENTS

GRANTEE shall comply with all provisions of Attachment C: Changes or Cancellation Requirements which is hereby made a part of this Agreement. Reduction in the project budget may result in reduction of the grant award. In the event of such a reduction, GRANTEE is required to return any award overpayment to Arts Midwest.

ATTACHMENT D: CREDITING REQUIREMENTS

GRANTEE shall comply with all provisions of Attachment D: Crediting Requirements which is hereby made a part of this agreement. These regulations derive from Arts Midwest’s federal and state funding sources.
By signing below, **GRANTEE** has read, understands, and agrees to comply with the terms and conditions in this Grant Agreement with Arts Midwest, on behalf of NEA Big Read. Please electronically sign this Grant Agreement by May 31, 2022.

**City of Charleston Office of Cultural Affairs**

Signature: 
Name: Scott Watson  
Title:  
Date: 

**Arts Midwest**

Signature: 
Name: Joshua Feist  
Title: Director of Community Support  
Date:  

A fully-executed copy will be emailed to **GRANTEE** once countersigned by Arts Midwest.
Attachment A: Assurance of Compliance

NEA Big Read is supported by funds that derive from Federal funds (CFDA #45.024) from the National Endowment for the Arts. All selected organizations must comply with the following national policies and legal requirements, statutes, and regulations, including the Uniform Guidance for Federal Awards (2 CFR).

1. Required registration Organizations are required to have a UEI with SAM.gov (Unique Entity Identifier) that reflects the organization’s legal name and current physical address. This is a free ID to obtain at the System for Award Management (SAM.gov).

2. Nondiscrimination Policies As a condition of receipt of Federal financial assistance, the awarded organization must acknowledge and agree to execute the project (e.g. productions, workshops, engagements, programs, etc.) and require any contractors, successors, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
   i. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794),** provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, or be denied benefits of, or be subject to discrimination under any program or activity supported by Federal funds.
   ii. **Section 504 Self-Evaluation and Additional Resources**
      a. A Section 504 self-evaluation must be on file at the organization. It assists in evaluating programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements; the Civil Rights Office has provided a “Section 504 Self-Evaluation Workbook” found at [link to download].
      b. A staff member should be designated as the 504 coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three years from the date a Final Report is filed and made available to the public and Arts Midwest upon request.
      c. Additional resources can also be found at [link to resources].
   iii. **Americans with Disabilities Act of 1990, as amended, (29 USC 701 et seq.),** prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III).
   iv. **Title VI of the Civil Rights Act of 1964, as amended, (42 USC 2000d et seq.),** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, or be denied benefits of, or be subject to discrimination under any program or activity supported by Federal funds. Title VI extends protection to persons with limited English proficiency.
   v. **Executive order 13166, Improving Access to Services for Persons with Limited English Proficiency,** national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, an organization must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Your organization is encouraged to consider the need for language services for LEP persons in conducting your program and activities. For assistance and information go to [link to language services].
   vi. **Title IX of the Education Amendments of 1972, as amended, (20 USC 1681 et seq.),** provides that no person in the United States shall, on the basis of sex, be excluded from participation in, or be denied benefits of, or be subject to discrimination under any education program or activity supported by Federal funds.
vii. Age Discrimination Act of 1975, as amended, (29 U.S.C. 621 et seq.), provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

3. Environmental and Preservation Policies

- National Environmental Policy Act of 1969, as amended, applies to any project supported by Federal funds that would support an activity that may have environmental implications. (42 U.S.C. 4321 et seq.)
- National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470-470d), applies to any Federal funds that would support the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106. This law also applies to project activities, such as new construction, that would affect such properties.

4. Debarment and Suspension

The organization must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the Arts Endowment in 2 CFR 32.3254. The organization certifies that it is not delinquent in the repayment of any Federal debt. There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:

i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;

ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

iii. Any other cause of so serious or compelling a nature that it affects an organization’s present responsibility.

5. Federal Debt Status (31 U.S.C. 651) in which the organization certifies that it is not delinquent in the repayment of any federal debt. Examples of relevant debt includes delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

6. Lobbying

The organization may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, Federal funds may not be used for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

i. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed, or written manner, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriation which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution to interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. (18 U.S.C. 1913)

ii. Lobbying (31 U.S.C. 501) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.

iii. Certification Regarding Lobbying to Obtain Awards (Section 319 of Public Law 101-121, codified at 31 U.S.C. 1352) prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may
be used for such activities, they may not be included in your project budget, and their use must be disclosed to Arts Midwest. Disclosure of lobbying activities by long-term employees is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

We strongly advise you to review these regulations that are published at [NEA Guidelines](http://www.nea.gov), and can be found at [NEA Guidelines](http://www.nea.gov).

7. **The Native American Graves Protection and Repatriation Act of 1990** (P.L. 101-400, Div. J, Sec. 111(b)) applies to any organization that controls or possesses Native American human remains and associated funerary objects and received Federal funds even for a purpose unrelated to the Act.

8. **U.S. Constitution Education Program** (P.L. 108-447, Division J, Sec. 111(b)) Educational institutions (including but not limited to “local educational agencies” and “institutions of higher education”) receiving Federal funds are required to provide an educational program on the U.S. Constitution on September 17. For more information on how to implement this requirement and suggested resources, see [http://www.ed.gov/policy/fund/edconstitution.html](http://www.ed.gov/policy/fund/edconstitution.html) and [http://thomas.loc.gov](http://thomas.loc.gov).

9. **Prohibition of use of funds to ACORN or its subsidiaries** (P.L. 111-88 Sec. 427) Federal funds shall not be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

10. **Fly American Act** (P.L. 107-315, Sec. 531) The organization is required to follow the provision of this Act. Any air travel paid in whole or in part with Federal funds must be on a U.S. flag carrier or a foreign air carrier under an air transport agreement (code share agreement) with the United States when these services are available. Lower cost, convenience, or traveler preferences are not acceptable reasons for using a foreign air carrier. Foreign travel is defined as any travel outside of Canada, Mexico, and the United States, and its territories and possessions.

11. **Regulations Relating to Labor** (P.L. 105-249, Sec. 151) concerning all professional performers and personnel employed on a project that are financed in part or in whole with Federal funds must comply with these regulations.

12. **Cost Principles.** The allowability of costs for projects supported by Federal funds shall be in accordance with the Uniform Guidance and the Federal Acquisition Regulations.

The following are allowable costs based on NEA legislation and policy and take precedence over the Uniform Guidance.

i. Cash reserves and endowments

ii. Construction, purchase, or renovation costs of facilities or land. However, costs associated with predification, design fees, and community development, as well as preparing exhibit space, setting a piece of public art, etc. may be allowable.

iii. Costs to bring a project into compliance with Federal award requirements.

iv. Foreign nationals and artists compensation, including traveling to or from foreign countries when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.

v. Visa costs that are paid the U.S. Government (P.L. 109-54, Title III General Provisions, Sec. 406), however, the cost of preparing material (legal documentation, etc.) for submission is allowable.

13. **Cost Sharing or Match Requirements** (20 U.S.C. 954(e) and 1141) Federal funds cannot exceed 50% of the total expenditures of the project (i.e., funds must be matched one-to-one, or “dollar for dollar”) unless otherwise stated in the Grant Agreement. This required cost sharing, or match, refers to the portion of project costs not paid by Federal funds and may include your organization’s general funds, donations, non-Federal grants, and other revenue. Other Federal funds are not eligible to meet your cost share or matching requirement. This includes Federal funds that have been sub-granted or dispersed to your organization from a State Arts Agency or other organization. Please consult with the State Arts Agency or other organization to determine if any portion of their award to your organization includes funds from a Federal agency.

14. **Indirect (Facilities & Administration) Costs** (20 U.S.C. 954(e)) Award recipients may claim indirect costs based on a current and appropriate indirect cost rate agreement negotiated with a Federal agency.
(research rates do not apply) or a charge a de minimis rate of 10% on modified total direct costs (2 CFR 200.414 (f)). The organization cannot claim both overhead or administrative costs and indirect costs.

15. Standards for Documentation of Personnel Expenses (2 CFR 200.113) Any salaries and wages included in the project's budget must be based on records that accurately reflect the work performed. The records must comply with your organization's internal controls and established accounting policies. Records must support these costs for both the use of Federal funds and as the cost share or matching requirements.

16. Record Retention and Access (2 CFR 200.114) Records of the project supported by Federal funds, including financial and supporting documents, must be retained for a period of three years after the date of the final report. Award recipients must permit Arts Midwest and its auditor access to recipient's records and financial statements, as necessary, to ensure the compliance with Federal award requirements.

17. Working conditions Any project supported by Federal funds will not be performed or engaged in working conditions which are unsanitary, hazardous, or dangerous to the health and safety of those involved.

18. Audit requirements (2 CFR 200.3) The threshold for requiring a Single Audit or Program-Specific Audit is $750,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources. The percentage of costs related to an award supported by the program that would be included in this audit may be allowable. GRANTEE certifies that, if GRANTEE expends $750,000 or more in yearly expenditures of Federal awards during a fiscal year, it shall have an audit performed in accordance with the Uniform Guidance or Federal Program. GRANTEE certifies that, if GRANTEE expends $750,000 or more in yearly expenditures of Federal awards during a fiscal year, it shall have an audit performed in accordance with the Uniform Guidance or Federal Program. Grantee will also take prompt corrective action on any audit findings and will send Arts Midwest proof of implementation of such corrective action plans.

MORE INFORMATION


Failure to comply with these requirements may result in suspension or termination of the grant award. In addition, the United States has the right to seek judicial enforcement of these obligations.
Attachment B: Media Consent and Guidelines

Pictures and videos are worth a thousand words when it comes to describing the beauty, impact, and response to the projects and activities presented for this project. Furthermore, still and moving images reinforce all efforts to bring more resources not only to the projects and activities, but also to Arts Midwest’s programs.

COPYRIGHT

All photographs and digital media submitted to Arts Midwest presumes an assurance that GRANTEE owns the copyright for said material. Furthermore, upon submission it is understood that Arts Midwest and the National Endowment for the Arts are permitted to use the images in its reports and publications, as well as in its meeting and web presentations. Arts Midwest and the National Endowment for the Arts will credit the images accordingly.

GRANTEE may arrange to copyright any materials developed from the work undertaken during the period of support without prior approval from Arts Midwest. For procedural information, contact: U.S. Copyright Office, Library of Congress, copyright.oig.

Unless otherwise specified in the award, Arts Midwest and the National Endowment for the Arts are not entitled to receive royalties from work supported or made possible by a grant or cooperative agreement; however, Arts Midwest and the National Endowment for the Arts retain a royalty-free right to use such work for Arts Midwest and the National Endowment for the Arts purposes (e.g., the use of final report final products to document the results of Arts Midwest and the National Endowment for the Arts award programs), including placement on the Arts Midwest and the National Endowment for the Arts websites.

Arts Midwest and the National Endowment for the Arts strongly recommend that any publication resulting from an award be cataloged by the Cataloging in Publication Program of the Library of Congress before final printing. This method of cataloging enables libraries to acquire and process books quickly. Publishers ineligible for this program may be eligible for the Library’s Preassigned Card Number Program. Entering these titles in a national bibliographic database leads to greater dissemination of publications. For procedural information, contact: Library of Congress, http://www.loc.gov/publications.
FORMAT

Arts Midwest accepts website links to photographs and/or digital media of GRANTEE's activities and projects. We urge you to create space on GRANTEE's website for said images in order to leverage these efforts as marketing and promotional tools. However, Arts Midwest recognizes this may not be an option for a number of reasons so the use of commonly accessed, user-friendly, internet interfaces such as YouTube, Vimeo, or Flickr links are reliable and relatively inexpensive alternatives. GRANTEE must maintain these links for the duration of the period of support and include website addresses/links in the final report.

CAPTIONS

Arts Midwest suggests the following caption information be noted in conjunction with photographs and digital media: Grantee name, city, state, date, title of activity or project, description of activity or project, name(s) of who is in the photograph or video, and the name of the photographer or videographer.

TIPS

- Be sure to confirm with the artist/ensemble beforehand that the taking of photographs and video are allowed. They may have a preference regarding when or where or what type of photographs are shot. They may also request a limit on the duration of filming or ask for approval of the end product prior to being uploaded to the internet. Such details are often noted in the artist/ensemble contract.

- If children are included in the picture, obtain or confirm consent from the parent and/or legal guardian to use the child's image.

- The most interesting photos are those in which the artist has direct interaction with their audience and/or students. Close-up shots of actively engaged people are highly recommended for more effective promotional and marketing purposes.
Attachment C: Changes or cancellation requirements

Grantees are required to carry out a project consistent with the project approved for funding.

Any significant changes to the project’s activities, timeline, budget or personnel must be approved no less than 30 days in advance of the first public activity. Please contact Arts Midwest staff for more information.

Notification should include:

- The Case number assigned by Arts Midwest;
- The specific change(s) requested (for types of amendments, see below);
- Justification for the change(s);
- A revised project budget, if applicable;
- Grantee contact information, including a phone number, fax number and e-mail address; and
- The signature of a current authorizing official.

Arts Midwest reserves the right to request additional information including, but not limited to an update on specific project activities or an itemized list of actual expenditures to date.

Amendment requests are considered on a case-by-case basis; approval is not guaranteed. Until written approval is received from Arts Midwest, grantees may only incur costs consistent with the terms and conditions of the award in effect at the time of application. Requests submitted after the fact will not be approved.

Period of Support Extensions (Time Amendments)

All project activities and the commitment of project funds must take place within the period of support set out in the award document. As soon as a grantee becomes aware that the project cannot be completed on schedule, the grantee must request a time amendment. Requests submitted after the current end date of the awarded project will not be approved.
Liquidation of Obligations
The grantee is also responsible for ensuring that all obligations incurred under an award are liquidated (paid) within 30 days of the end of the period of support to coincide with the submission of the final report. If all obligations cannot be liquidated within the 30 days, a time amendment must be requested.

Changes in Project Scope
Project activities must be consistent (i.e., in the same spirit) with those approved for funding by Arts Midwest. Contact Arts Midwest immediately if changes are necessary.

Change in Artists
If changes in artists or arts organizations identified in the application or proposal are necessary, the grantee must request an amendment. The amendment must include a short biography or description of the new artists or arts organizations involved. Requests submitted after the fact will not be approved. Prior approval is waived for changes in other key persons (e.g., executive or project directors) unless the award letter specifies otherwise.

Budget Revisions
All costs must be incurred within the period of support specified in the award document or an approved amendment is required. The budget cannot include overlapping costs (e.g., share any costs) with any other Federal award.

These minor changes in the project budget do not require written approval from Arts Midwest:

- transfers among direct cost line items; and/or
- elimination or addition of an allowable project cost that does not affect the scope of the award.

These significant changes in the project budget do require prior written approval from Arts Midwest:

- budget changes due to a change in the scope of the Arts Midwest supported project; and/or
- adding permanent equipment, foreign travel, or indirect costs.

Matching
Arts Midwest cannot waive minimum matching requirements except under the most unusual circumstances. Such requests must be accompanied by a new budget that reflects the revised commitment to the project.
Attachment D: Crediting Requirements

Introduction

The National Endowment for the Arts seeks to achieve unified visual branding for this national program through the proper application of the logo and crediting language.

Proper crediting is an essential part of your grant. The National Endowment for the Arts and Arts Midwest expect all participants to ensure proper crediting and visibility for the benefit of both your organization and this national program.

Please ensure your partners, contractors, marketing department, graphic designers, and other staff creating marketing materials for the NEA Big Read review, understand, and adhere to these requirements. The examples provided below are intended as an overview and not an exhaustive listing of print and digital opportunities available to your organization.

We are happy to review your print or digital materials for proper crediting prior to production. Please email them to

Requirements

LOGOS

Your organization is required to include the official NEA Big Read logo in all materials (print and digital) related to your activities. Do not use any other “Big Read” logo found on the internet.

The National Endowment for the Arts has provided two variants of the NEA Big Read logo for your use. Both variants have .jpg and .eps formats.
To download the logos, visit...

**Improper use of logo**
- Do not crop the logo.
- Do not separate elements of the logo to reorganize format or appearance.
- Do not rotate the logo.
- Do not distort the logo horizontally or vertically.
- Do not alter the colors without written permission from Arts Midwest.
- Do not alter the typography of the logo.

**CREDIT LINE**
Along with the logos, your organization must include the following credit line in 10-point font size or greater. Do not alter or abbreviate the credit line.

"NEA Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest."

"El proyecto NEA Big Read es una iniciativa del National Endowment for the Arts (el Fondo Nacional para las Artes de Estados Unidos) en cooperación con Arts Midwest."

Please use this English or Spanish credit line to give verbal recognition of the program prior to performances.

**Placement of logo and credit line**
Placement may vary, however should be positioned prominently for high visibility and distinct from other visual elements or other contributors.

Include the logos and credit line in the following: All printed materials and digital communications related to your NEA Big Read activities (e.g., postcards, brochures, posters, press releases, website events calendars, social media, marketing materials, announcements, and invitations.)
FUNDERS LIST

When referring to this program on a funders list, please credit it as “The National Endowment for the Arts Big Read program” and acknowledge support from the National Endowment for the Arts and Arts Midwest. The best way to credit funders is to use the credit line.

PROGRAM NAME

You must name your program “NEA Big Read.” You may append the name of your community at the end (e.g., NEA Big Read – Minneapolis). Naming your program in this manner acknowledges the award from the National Endowment for the Arts and ties your award into the larger framework of the other NEA Big Read program around the nation.

BASIC DESCRIPTION

The following paragraph represents the basic description of the program. This text may be used in all print and digital materials as space allows, including on your website.

The National Endowment for the Arts Big Read is designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book. [YOUR ORGANIZATION] is one of 60+ nonprofit organizations to receive a grant to host an NEA Big Read project.

FINAL REPORT

You will be required to submit a minimum of two examples of your organization’s crediting as a component of the final report. Be sure to print your online crediting examples while the page(s) are still live, so you can include them.

Social Media

Many participating organizations are posting on social media platforms and sharing images, videos, and stories about their programming. In order for us to track all that is happening and to hear and share your story from your organization’s perspective, we ask that you use the following hashtags: #NEABigRead; #ArtsMidwest. Arts Midwest maintains a Twitter account and we ask you please tag @NEABigRead. We will be happy to share your content. For more guidance in planning your media campaign, please consult the NEA’s “Working with the Media Toolkit” on their website.
Images

We encourage you to take photos of the performance(s) and community engagement activities. This is highly recommended but not required. We will accept a maximum of 10 top-quality JPG images of your NEA Big Read activities. Please, no photos of food. We love to see people engaging in the events.

PERMISSION AND USAGE

Before submitting your images, it is important to obtain permissions, licenses, and copyrights for these images. Your organization gives Arts Midwest permission to use the images for educational and promotional purposes, in print, and on websites. Review the Image Permission and Usage spreadsheet available online in the Online Community and in the final report. If you submit images, you will be asked to upload this spreadsheet as part of your final report.