AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JANUARY 15, 2024, 7:00 P.M.

1) **Call to Order**
2) **Invocation –** Pastor Rick Pilieci, Grace Christian University
   If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
3) **Pledge of Allegiance**
4) **Roll Call**
5) **Student Recognition**
6) **Approval of Minutes**
   From the January 2, 2024 Regular Meeting and the January 8, 2024 Work Session
7) **Approval of Agenda**
8) **Public Hearings**
   If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
9) **Public Comment on Agenda Items**
   This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
10) **Presentations and Proclamations**
    a) Presentations
       1. State of the City Address by Mayor Vanderwood
    b) Proclamations
11) **Petitions and Communications**
    a) Petitions
    b) Communications
12) **Reports from City Officers**
    a) From City Council
    b) From City Manager
13) **Budget Amendments**
14) **Consent Agenda**
15) **Resolutions**
    a) To Grant Preliminary Plat-Final Approval for the Proposed Kingsfield Estates Plat
    b) Of Intent to Specially Assess 901 44th Street SE for Costs of Repairing a Stormwater Pipe that Damaged Eastern Avenue SE

16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

c) To Approve and Direct the Mayor and City Clerk to Sign a Construction Engineering Contract with Progressive AE

d) To Accept an Agreement with VelocityEHS for MSDS Online Cloud Based Safety Data Sheet Service

e) For the Purchase of Three Turbo Blowers (Budget Amendment No. 43)

f) For Award of Bids

1. Police Garage Exterior Improvements Project
2. IT Organizational Assessment

17) Ordinances

18) Informational Material

Board and Commission Appointment

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horasantes de la reunion para hacer arreglos para el alojamiento apropiado.

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT-FINAL APPROVAL FOR
THE PROPOSED KINGSFIELD ESTATES PLAT

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 25 residential lots to complement this endeavor.
2. The proposed Kingsfield Estates subdivision will integrate with the nearby residential developments.
3. The proposed subdivision complies with the Wyoming [re]Imagined master plan, zoning ordinance, and subdivision ordinance.
4. The Planning Commission recommended approval of the proposed subdivision at their May 16, 2023 meeting and City Council approved preliminary plat-tentative at their June 5, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat-Final Approval for Kingsfield Estates subdivision.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 15, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Council Letter
Plat

City of **Wyoming** Michigan

Community & Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

January 9, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat - Final Approval for Kingsfield Estate at 4475 56th Street SW (Section 31) (Buffum Homes LLC).

Recommendation: To grant Preliminary Plat - Final approval.

Dear Ms. VandenBerg,

Buffum Homes has requested preliminary plat - final approval for Kingsfield Estates. The platting of subdivisions is a multi-step process.

The petitioner proposes 25 lots develop to R-1 Residential standards (10,000 sq. ft. minimum lot size). Preliminary Plat – Tentative Approval, which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering was granted by Planning Commission on May 16, 2023 and City Council on June 5, 2023.

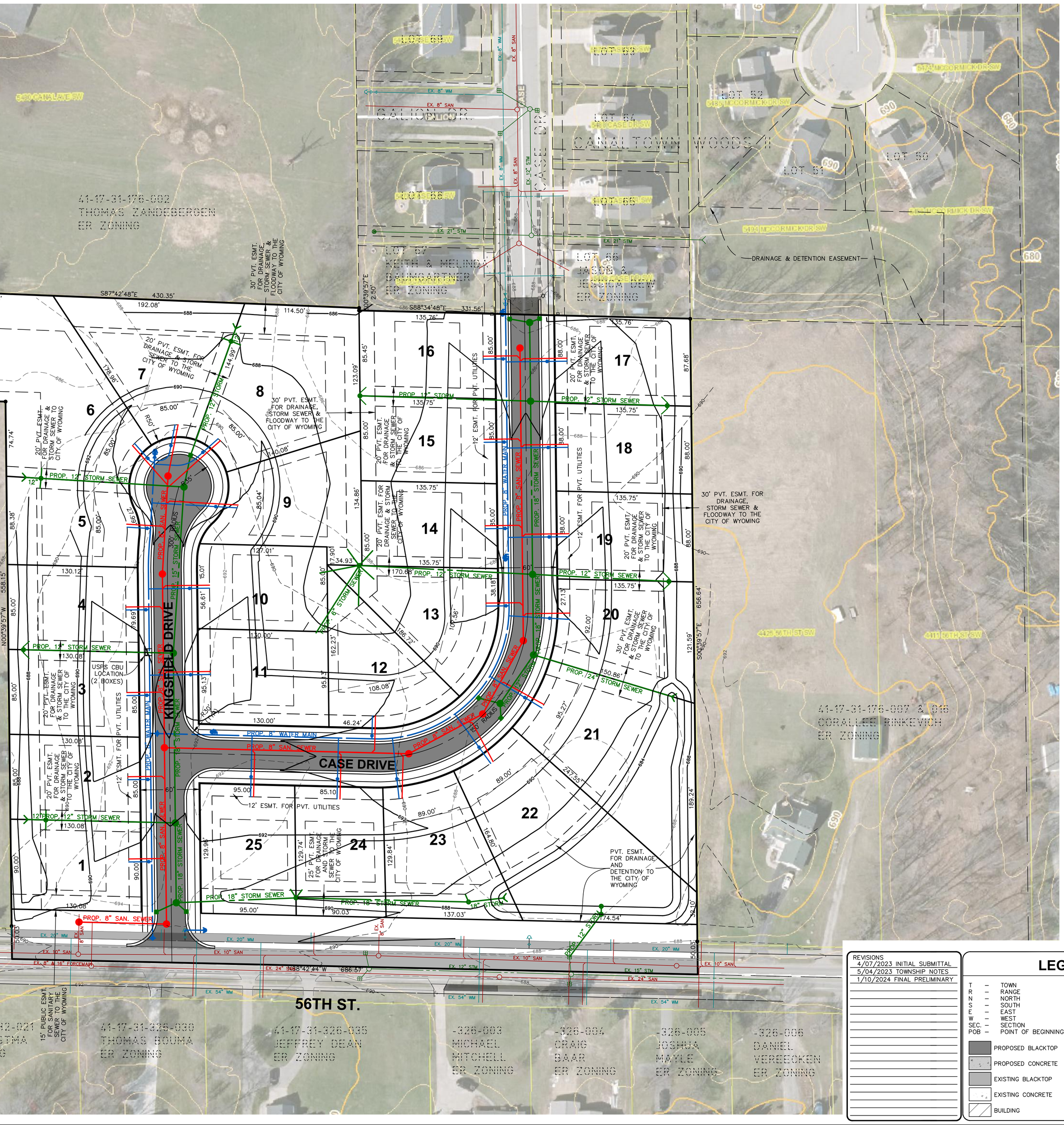
The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat. Full engineering detail has been included in the plan set included with this letter.

The third step will be Final Plat Approval, which generally occurs after the plat is completed, with the City accepting the development. Per Sec. 74-242, City Council shall consider the final plat and review for conformance with the ordinance.

Respectfully submitted,

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager



PROPERTY DESCR

PARCEL NO. 41–17-

PARCEL ADDRESS: -

Part of the Northwe
West, City of Wyomi
Commencing at the
S88°42'44"E 1632.16
Section to the Poin
thence N88°34'49"W
100 feet of the NW
Section; thence N00
West 233 feet of th
said Section; thenc
2.50 feet along the
NW 1/4 of said Sec
North line of the S
Section; thence S00
686.57 feet along t
Point of Beginning.

PLAT STATISTICS

Total Acreage
Net Acreage
Number of Lots
Density = 25 Lots/

ZONING ORDINAN

ER Estate Residenti
Minimum Requiremen
Min Lot Width
Min Lot Area -
Front Setback
Side Setback -

Rear Setback -

NOTES

1. All street right
2. Streets shall be
specifications.
3. This plat shall b
4. Storm water de
conform to the
5. All lots shall be
6. Gasmains shall
of centerline.
7. There shall be
street right of
8. Lot sizes are ap
9. Sidewalks shall
10. Largest Lot by
11. Smallest Lot by
12. All lots will have
13. All lots will have
14. All lots will have
combined side y

STATE OF MICHIGAN
ADAM FEENSTRA
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REVISIONS
4/07/2023 INITIAL SUBMITTAL
5/04/2023 TOWNSHIP NOTES
1/10/2024 FINAL PRELIMINARY

LEGEND

T – TOWN
R – RANGE
N – NORTH
S – SOUTH
E – EAST
W – WEST
SEC. – SECTION
POB – POINT OF BEGINNING

PROPOSED BLACKTOP
PROPOSED CONCRETE
EXISTING BLACKTOP
EXISTING CONCRETE
BUILDING

SECTION CORNER
SET CAPPED IRON
FOUND IRON OR NAIL
STORM SEWER MANHOL
SANITARY SEWER MANH
CATCH BASIN
HYDRANT
VALVE
UTILITY POLE
GUY WIRE
LIGHT POLE
WALL MOUNTED LIGHT
PEDESTAL
TRANSFORMER
SIGN

RESOLUTION NO. _____

RESOLUTION OF INTENT TO SPECIALLY ASSESS 901 44TH ST SE FOR COSTS OF REPAIRING STORMWATER PIPE THAT DAMAGED EASTERN AVE SE

WHEREAS:

1. Under section 66-23 of the Code of Ordinances, City of Wyoming, Michigan (**City Code**) the City Manager certified to the City Council, a copy of which is attached as **Exhibit A**, that:

   A. The city incurred an expense to repair a damaged 36-inch diameter stormwater pipe (the **Pipe**) connected to the property at 901 44th St SE (PP# 41-18-20-300-045) that caused a sinkhole in Eastern Ave SE (the **Benefitted Property**) that was a hazard to motorists traveling on that street and that impeded the in-progress resurfacing project on that street.

   B. That Pipe is not a city pipe, it is not connected to any city storm sewer, it does not drain any city property or city right-of-way, and the Pipe appears to only convey stormwater emanating from the Benefitted Property under and across Eastern Ave and then south to a county drain.

   C. The Pipe is located in the Eastern Ave right-of-way without an easement or a city permit.

   D. The city contracted for cured-in-place pipe lining (**CIPP**), the lowest cost option for addressing the partially collapsed Pipe while still enabling it to benefit the Benefitted Property by conveying, given the size of the Benefitted Property and the size of the Pipe, is estimated to be a significant volume of stormwater.

   E. The owner of the Benefitted Property was invoiced the $88,802.33 cost of the CIPP work (the **City Incurred Expense**) and declined to pay that invoice.

2. City Code section 66-23 authorizes the City Council to adopt a resolution of intent to levy a single-lot special assessment when the criteria for doing so have been met.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council intends to specially assess the Benefitted Property for the City Incurred Expense in a single installment to be billed on the July 2024 property tax bill and payable on the same date the property taxes billed on the July 2024 property tax bill are due – August 31, 2024 – and after that date interest shall begin to accrue at the same rate as delinquent and unpaid property taxes.

2. The special assessment roll number 24-818 shall be as follows:

Property Owner	Property Address	Parcel #	Assessment
Steelcase, Inc.	901 44th St SE Grand Rapids, MI49508	41-18-20-300-045	$88,802.33

3. The City Council will hold a public hearing at 7:01 p.m., on February 5, 2024, to hear and consider any comments on the proposed assessment and assessment roll.

4. The City Clerk shall send a copy of a notice of that public hearing to the owner of the Benefitted Property in the form attached as Exhibit B, together with a copy of this resolution by first class at least 10 days before that hearing.

5. Following the public hearing, the City Council shall consider whether to confirm the proposes special assessment roll to specially assess the City Incurred Expense against the Benefitted Property.

6. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on January 15, 2024.

Date: January __, 2024

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Exhibit A – City Manager Certification
Exhibit B – Form of Notice of Public Hearing

STAFF REPORT

Date: January 4, 2024

Subject: Approving Resolution Initiating Single Lot Special Assessment

From: Myron Erickson, Public Works Director
Scott Smith, City Attorney

Meeting Date: January 15, 2024

RECOMMENDATION:

Approve the Resolution of Intent to Specially Assess 901 44th St SE for Costs of Repairing Stormwater Pipe that Damaged Eastern Ave SE.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community requires prompt actions to address conditions affecting major thoroughfares to avoid traffic disruptions, especially when the conditions also impede completion of resurfacing of those thoroughfares.

Safety – Sinkholes in thoroughfares require prompt remedial action to reduce risks for those traveling on them.

Stewardship – Those responsible for damages to public infrastructure should pay to repair those damages.

BUDGET IMPACT:

The special assessment initiated by this resolution will enable the city to recover costs incurred to repair a private storm water pipe lying under Eastern Ave. SE, the collapse of which caused a sinkhole within the traveled portion of the right-of-way, impeding traffic as well as an in-progress street resurfacing project.

DISCUSSION:

The basis and circumstances for this special assessment are explained in detail in City Manager Shay's certificate that accompanies and is referred to in the resolution. Highlights are:

- A sinkhole developed in Eastern Ave just north of 44th St due to the collapse of a 36" pipe that conveys stormwater from the property at 901 44th St SE under Eastern Ave and then south (on the west side of Eastern Ave) to a county drain.
- The pipe is not a city pipe, does not convey any city stormwater (only storm water from private property), and therefore benefits only the owners and occupants of that property.
- The city selected the least expensive and least disruptive means for the repair, lining the pipe with a cured in place compound and billed the property owner only that cost (no incidental costs for staff time, disruption of the street resurfacing project, etc.).
- The property owner refused to pay the cost.
- Our ordinance allows a single lot special assessment to address situations such as this one.

This resolution schedules a public hearing for the February 5 meeting. A notice will be sent to the property owner in the same manner as for other special assessments. Following the public hearing, the Council will consider a second resolution that confirms the special assessment roll.

SPECIAL ASSESSMENT CERTIFICATION

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

To: Hon. Mayor and City Council Members

From: John Shay, City Manager

Date: January 3, 2024

Subject: Steelcase, Inc., 901 44th St SE, Single Lot Special Assessment

Meeting January 15, 2024, City Council Meeting

Under subsections 66-23(a) and (b) of the Code of Ordinances, City of Wyoming, Michigan (**City Code**), I certify that, based on communications with City Public Works Department staff members, the following:

1. On July 19, 2023, City Public Works Department (**PW**) staff were notified that a sinkhole occurred during the Eastern Ave road resurfacing project.

2. PW staff evaluated the situation by putting a camera into the 36-inch steel pipe that had collapsed due to corrosion or other factors.

3. The pipe is not a city pipe. It does not drain into a city storm sewer. It was found to enter the Eastern Ave right-of-way from the adjacent property east of Eastern Ave (the Steelcase, Inc property at 901 44th St SE), then to go under Eastern Ave, and then to go south on the west side of Eastern Ave to the Kent County Drain. It is unknown when the pipe was installed or who installed it. PW staff was unable to find any record of the pipe, any easement for the pipe under Eastern Ave, or any permit authorizing its installation. Based on a drawing PW staff was able to obtain, the pipe apparently conveys stormwater from the Steelcase, Inc. parking lots (perhaps also its roof drains).

4. The sinkhole required prompt attention because it was impeding traffic on a major thoroughfare, because it was hazardous, and because it was impeding the Eastern Ave resurfacing project.

5. There were essentially 3 options for addressing the situation:

   A. Cap (plug the pipe) at the right of way line and remove from the right-of-way the collapsed part of the pipe lying within it, add compacted fill, and then complete the road surface.

   B. Excavate, remove, and replace the pipe.

   C. Line the pipe with a cured in place pipe compound (**CIPP**).

6. Capping the pipe was the least expensive approach but would likely have resulted in problems for the owners and occupants of the property from which the stormwater conveyed by the pipe originated.

7. Excavating, removing, and replacing the pipe was the most expensive option.

8. Therefore, PW staff selected the CIPP method as the option that would cause less risk to the property from which the stormwater conveyed by the pipe originated.

9. PW staff contacted representatives of the owners of the adjacent property east of Eastern Ave – Steelcase Inc. and Advantage Commercial Real Estate, advising them of the situation, PW's evaluation of the cause and options, and the selected option. PW staff also advised them of the timetable and cost estimates for the CIPP option. PW staff explained that because it was not a City pipe and did not convey any City stormwater (the storm drains in Eastern Ave are not connected to it), the pipe repair would be the responsibility of the owners of the property for which is conveyed stormwater drainage and that is the only property to benefit from the pipe. Several communications occurred regarding the matter.

10. On July 31, 2023, Steelcase was informed work would begin the following day. As is normal with such work, there are no plans or drawings. The work is authorized based on estimates of the amounts of materials and time needed for the project. Steelcase was provided the available information and told the

CITY COUNCIL
Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

final costs would be determined when the work was completed and the quantity of time and materials used were determined.

11. The final cost of the CIPP repair was $88,802.33. This final cost does not include PW staff time or incidental costs and does not include any additional costs that may have been paid on the Eastern Ave resurfacing project due to the delays and complications occasioned by the sinkhole.

12. Steelcase Inc was invoiced for the repair cost, on October 26, 2023.

13. On November 16, 2023, Steelcase, Inc. refused to pay the invoice stating, "we have reviewed this information and show no records of having responsibility for storm sewer maintenance outside of our property lines, and the repairs performed were located in the public road right-of-way to the west of our property lines."

14. To the best of the knowledge of PW staff the only property benefitting from this stormwater pipe is the property owned by Steelcase, Inc. at 901 44th St SE (PP# 41-18-20-300-045), a site that, according to City property tax records, is over 53 acres in size.

15. This results in either of the following conclusions:

    A. The pipe within the right-of-way belongs to Steelcase, Inc. in which case it is responsible to pay for repairing any damage the collapse of that pipe caused to the public right-of-way for which the City can specially assess the property to collect the costs the pipe owner failed to pay, or

    B. The pipe is public infrastructure the capital cost of which can be specially assessed against the benefiting property.

16. Either of those conclusions supports a single lot special assessment under City Code section 66-23.

17. Accordingly, under that section of the City Code, I recommend that the City Council undertake a single lot special assessment to recover the $88,802.33 the City incurred to repair the pipe conveying stormwater from 901 44th St SE (PP# 41-18-20-300-045) that is owned by Steelcase, Inc.

18. I am recommending that the amount be paid in a lump sum without the option of installments and that it be billed on the July 2024 property tax bill.

John Shay, City Manager

Date signed: January 3, 2024

NOTICE OF PUBLIC HEARING
ON
PROPOSED SPECIAL ASSESSMENT

CITY COUNCIL
CITY OF WYOMING, MICHIGAN

To: Steelcase, Inc.
901 44th Street SE
Grand Rapids, MI 49508

During its regular meeting on **Monday, February 5, 2024, at 7:01 p.m**. local time or as soon thereafter as the matter will be called, in the **City Council Chambers of the Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan**, the City Council of the City of Wyoming, Michigan will hold a public hearing to consider a proposed special assessment to recover costs the City of Wyoming incurred to repair a collapsed 36-inch diameter pipe extending from the property at 901 44th St SE (**PP# 41-18-20-300-045**) under Eastern Ave that resulted a sinkhole impairing the safe use of Eastern Ave SE and impeding a then occurring resurfacing project on Eastern Ave SE.

The amount of the proposed special assessment is $88,802.33. It will be payable in a single installment to be billed on the July 2024 property tax bill and will, like the property taxes on that bill, be due and payable August 3, 2024, after which it will accrue interest and penalties like any property taxes that are not paid when due.

The proposed special assessment roll is:

Property Owner	Property Address	Parcel #	Assessment
Steelcase, Inc.	901 44th St SE Grand Rapids, MI49508	41-18-20-300-045	$88,802.33

A copy of the resolution of intent to levy this special assessment is enclosed along with the certification of the City Manager regarding the costs to be recovered.

The property owner or its agent must either appear at the public hearing to protest the special assessment or protest by letter delivered to the City Clerk not later than end of the public hearing or the special assessment cannot be appealed to the Michigan Tax Tribunal (**MTT**). Any MTT appeal must be filed within 30 days of the confirmation of the special assessment (which may be at the same meeting as the public hearing).

Date: January __, 2024

_____
Kelli A. VandenBerg, City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN A CONSTRUCTION ENGINEERING CONTRACT WITH PROGRESSIVE AE

WHEREAS:

1. The city has contracted with Progressive AE for design and other professional engineering services needed for its city center project.
2. The city is close to bidding the pedestrian bridge and trail projects that comprise a significant phase of the city center project with the bid and contract documents Progressive AE is finalizing.
3. The city will require construction engineering services for that work to ensure the results comply with the plans, specifications, and other contract documents
3. Progressive AE, Inc. provided a proposal for construction engineering services.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. A construction engineering services contract with Progressive AE, Inc is approved in a form and substance acceptable to the city manager and city attorney and the mayor and city clerk are authorized and directed to sign it on the city's behalf. All City officers and employees are authorized and directed to take all actions needed to implement that contract according to its terms.
2. The contract shall provide for construction engineering services to be performed on a time and reimbursable costs basis in an estimated about of up to $570,327.00. Any amounts in addition to that amount will require additional approval of the City Council.
3. Geotechnical testing services will be provided by Materials Testing Consultants and billed separately.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on January 15, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

STAFF REPORT

Date: January 11, 2024

Subjects: Construction Engineering Contract for Bridge and Trail Phases 1 and 1A

From: Scott Smith, City Attorney
Nicole Hofert, Planning & Economic Development Director

Meeting Date: January 15, 2024

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the Construction Engineering Contract with Progressive AE.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities.

Safety – The bridge over 28th Street will improve pedestrian and bicycling safety.

Stewardship – We have grant funding for the bridge and trail construction.

BUDGET IMPACT:

The city's ARPA funds, the county ARPA fund grant, and the state appropriation will pay for the project.

DISCUSSION:

Progressive AE, Inc. is finalizing bid documents for the pedestrian/bicycling bridge and trail construction projects. We are simultaneously finalizing some easements and required permits. It is our hope to let bids for the bridge and for a large part of the trails by the end of this month.

Engineering oversight of the construction is essential to ensure it complies with the plans, specifications, and other contract documents as well MDOT requirements related to the bridge construction and Consumers Energy requirements for the trail segment within the Consumers Energy transmission line corridor. Some of those granting easements have also included particular construction related requirements.

We recently received a construction engineering proposal from Progressive AE in the amount of $570,327 to be billed on a time and reimbursable cost basis. The city attorney and city manager are drafting a contract. However, it is important to have a construction engineering contract in place before letting bids because one of the construction engineering tasks is assistance in evaluating the bids and selecting the contractor. Therefore, we are seeking City Council's approval of the contract even though it is not yet finalized.

There may be geotechnical testing services required during construction. Materials Testing Consultants will provide those services under a separate contract.

01/15/24
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT AN AGREEMENT WITH VELOCITYEHS FOR MSDS ONLINE CLOUD BASED SAFETY DATA SHEET SERVICE

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a 3-year agreement from VelocityEHS for MSDS online cloud-based safety data sheet service in the total amount of $18,911.85.
2. Funds for the services are budgeted in the Risk Management accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council enters into an 3-year agreement with VelocityEHS for MSDS online cloud based safety data sheet service.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 15, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

STAFF REPORT

Date: January 3, 2024

Subject: MSDS Cloud Based Safety Data Sheets Service

From: Lacey Koens, Risk Management Supervisor

Meeting Date: January 15, 2024

RECOMMENDATION:

It is recommended that the City Council accept an agreement from VelocityEHS to provide cloud-based safety data sheet maintenance services in the amount of $5,999.00 (2024), $6,298.95 (2025), and $6,613.90 (2026) for a total of $18,911.85 for a 3-year contract period.

COMMUNITY, SAFETY, STEWARDSHIP:

Using a cloud based service allows the City to utilize modern technology to maintain compliance with employee laws including providing an "on-site" resource for chemical information. Many employees (police, fire, public works, and utilities) are mobile during most of their workday, using this service it allows all employees to quickly get Safety Data Sheets (SDS) at anytime and anywhere using the application on their phone.

The past six years have proven how valuable this program is. The ability to look up chemicals on the go is just one aspect that has improved the overall safety of all City of Wyoming employees. Addressing the needs of every department and meeting federal and state law requirements has become easier. Because of the ease of use and adding information, the application is used more frequently than the old paper and binder method. Reporting and entering new SDS has been streamlined using this application ensuring compliance.

DISCUSSION:

The City is required by federal and state law to provide chemical information access to all employees. In the past the City had employees in each building maintain paper copies of Safety Data Sheets (SDS). With over 3,000 chemicals city-wide this task is daunting. In 2015, U.S. based chemical manufacturers were required to meet a world-wide standard for all SDS. This change over to the globally harmonized system of classification and labeling of chemicals made it almost impossible to maintain paper copies. Additionally, federal and state employee safety laws require the ability to provide chemical safety information "on-site" to mobile operations.

BUDGET IMPACT:

Funds for this service are budgeted in the risk management G/L accounts.

678-000-96200-956.000
679-000-96300-956.000
680-000-96400-956.000
682-000-96500-956.000

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER $8,500)

This Contract is made as of the Effective Date between City and Professional.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: _____, 202_.

Professional means: VelocityEHS
[Name of contracting entity]

A Illinois & Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]

~~27135 Network Place~~
[Professional's street address]

Chicago, IL 60673
[Professional's city, state & zip]

Professional's personnel means Professional's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Professional engages to provide services under the Contract.

Proposal means Professional's proposal attached as Exhibit B.

Services or *Work* means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

_____

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By:_____
Kent Vanderwood, Mayor

By:_____
Kelli VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Professional

DocuSigned by:
Michael Bruffey
85CD60D0A12E46E...
By:_____
[Signature officer, director or principal of Professional]

Michael Bruffey
Director, Customer Experience
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: _____, 20__
1/4/2024

CITY OF
Wyoming
MICHIGAN

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Professional attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional, any subcontractor, and all their principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speaking English less than very well), Professional will use language assistance services in communications.

C. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

5. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional ,Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Professional or of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the RFP and Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the RFP and Proposal.

C. Payment disputes will be resolved as provided in §12. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

8. Intellectual Property. Professional guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately to list amounts added for taxes.

9. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) City must retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City

disclose to those requesting them copies of all requested records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

10. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

11. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

12. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §12.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

13. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (*i.e.*, Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

18. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: $2,000,000 Each Occurrence $2,000,000 Personal & Advertising Injury $2,000,000 General Aggregate $2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage afforded to the required Insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required $3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

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EXHIBIT B
PROPOSAL

VelocityEHS®

CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: Q-206841
Issued Date: Dec 04 2023
Issued By: Bernard Silliezar
Offer Valid Through: Feb 04 2024

Customer Information

Customer: Wyoming, City of (inc)
D-U-N-S® Number: 079283982

Attn: Lacey Koens
Address: 1155 28TH St SW, Wyoming, MI 49509-2895 United States

Terms & Conditions

Related Contract:
Contract Start Date: Apr 04 2024
Contract End Date: Apr 03 2027
Initial Term: 36 Months

Payment Terms: Net 30
Billing Frequency: Annual
Annual Price Adjustment: 5.00%

Subscriptions & Services

Item	Type	Qty	Apr 04 2024 to Apr 03 2025	Apr 04 2025 to Apr 03 2026	Apr 04 2026 to Apr 03 2027
SDS/Chemical Management	Annual	1			
SDS Management	Annual	1	$5,999.00	$6,298.95	$6,613.90
Included Site Administrator	Annual	1			
Fax Back Service - Domestic	Annual	1	Included	Included	Included
		Total:	$5,999.00	$6,298.95	$6,613.90

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on https://www.ehs.com/mssa, which is hereby incorporated into this Customer Order Form (the "**Agreement**"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

Wyoming, City of (inc)

Signature: _____

Name: Lacey Koens

Title: _____

Date: _____

VelocityEHS

Signature: _____

Name: _____

Title: _____

Date: _____

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CUSTOMER ORDER FORM

Exhibit A

SDS Management Base subscription pricing includes:

- One annual SDS Management subscription(s) for the Customer and up to 200 employees.
- Unlimited Account Administrators
- Unlimited SDS database searches, views and additions to the eBinder.
- Access to eBinder and database search from the SDS/Chemical Management mobile application.
- Access to the Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 SDS Requests and 100 SDS Uploads. Additional SDS Requests may be purchased in bundles of fifty (50) for $200; additional SDS Uploads may be purchased in bundles of (100) for $200.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click here.

Fax-Back Service – Domestic: This 24/7 Service provides all Customer employees included within the Coverage of this agreement access to a toll-free telephone number in order to request an SDS to be supplied via facsimile, receive chemical exposure support, or medical information.

- Customer is allowed up to 1 fax events on an annual basis.
- Chemical exposure support or medical information calls will be counted as five (5) fax events.
- Initial purchase includes allotment of ten (10) 8.5 x 11 Posters and fifty (50) 1-800-Number Stickers to communicate the program.
- Additional fax events may be purchased in bundles of ten (10) for $200.00.
- Additional materials are available upon request at $2.50 per Poster and $0.10 per Sticker (minimum $25.00 order).
- DISCLAIMER - THE FAX-BACK SERVICE CONSISTS OF CUSTOMER RECEIVING REQUESTED COPIES OF SDS DOCUMENTS VIA FAX. CUSTOMER ACKNOWLEDGES THAT THE FAX-BACK SERVICE IS PROVIDED THROUGH THIRD PARTY CONTRACTORS RETAINED BY VELOCITYEHS AND THAT SUCH CONTRACTORS MAY PROVIDE OR OFFER TO PROVIDE ADDITIONAL SERVICES, ADVICE, REPORTS OR RECOMMENDATIONS TO CUSTOMER, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH CARE OR EMERGENCY INFORMATION ABOUT OR PERTAINING TO EXPOSURE TO OR TREATMENT FOR EXPOSURE TO CHEMICALS, THAT ARE NOT PART OF THE FAX-BACK SERVICE ("OTHER SERVICES OR ADVICE"). IN NO EVENT SHALL VELOCITYEHS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR EXPENSE RELATING TO SUCH OTHER SERVICES OR ADVICE OR CUSTOMER'S RELIANCE THEREON, AND CUSTOMER AGREES TO HOLD VELOCITYEHS HARMLESS FROM SAME.

All fees are in USD and, unless otherwise noted, are due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract End Date reflects the subscription "anniversary date"; subsequent year's fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Where applicable, all travel expenses will be invoiced to Customer as incurred. Sales tax associated to this Order will appear on the invoice, where applicable.

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CUSTOMER ORDER FORM

Exhibit B

Customer Support
Customer Support is included with the customer's software subscription. Support includes troubleshooting, product usage assistance, and general inquiries regarding Customer's account(s).

- Support is available Monday - Friday, excluding weekends and U.S. holidays. Support Business Hours are listed in the Support Business Hours table below.
- First Response times are based upon Support Business Hours and vary according to issue Severity and customer subscription. First Response time goals are listed in the Support First Response Times Goals table below. Severity Definitions are included in the Severity Definitions table below.
- Separately, for custom project engagements, VelocityEHS can scope and deliver a service project(s) for an additional fee. VelocityEHS will obtain approval prior to proceeding with any custom work that will result in additional charges.

Support Business Hours

Americas	8am - 8pm Eastern (UTC -4)
	7am - 7pm Central (UTC -5)
	5am - 5pm Pacific (UTC -7)
EMEA	9am - 12am UTC/BST
	10am - 1am CET (UTC +1)
	11am - 2am EET (UTC +2)

Support First Response Times

First Response Time Goals

Severity #	Severity Name	First Response Time (Business Hours)
S1	Critical	2 hours
S2	High	8 hours
S3	Medium	72 hours
S4	Low	6 days (96 hours)

Severity Definitions

Severity #	Severity Name	Definition
S1	Critical	Critical service(s) unavailable OR platform access unavailable for all customers or all admins on 1 account OR all end users cannot access the site to view an SDS OR data corruption / loss. And no workaround is possible. (Note: Does not include dev environments.)
S2	High	Degraded performance of Critical services OR Important service(s) are unavailable, including access to eBinder primary functions, EHS workflows, etc. OR only some users are unable to access platform/site. Generally multiple users or accounts are impacted by the issue.
S3	Medium	Degraded performance of Important services, for example intermittent errors on functions or workflows (but access is not blocked) OR a specific component is impaired, resulting in inconvenience or delays OR login/access issues for a single user.
S4	Low	Non-impacting issue OR issue impacting only 1 user AND not related to access/login OR issue not blocking workflow OR Inquiry OR Request for an item not currently part of the application, including: How-to question, Feature Request, Change Request, Documentation Request, or troubleshooting of dev environment.

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VelocityEHS Master Subscription & Services Agreement

This Agreement was last updated on March 1, 2021.

This VelocityEHS Master Subscription & Services Agreement is between VelocityEHS Holdings, Inc. ("**VelocityEHS**") and the entity indicated on the applicable Customer Order Form (defined below as "**Customer**"). By executing a Customer Order Form that references this Agreement, Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms. If Customer enters into this Agreement on behalf of a company or other legal entity, Customer represents that Customer has the authority to bind such entity and its Affiliates to this Agreement. If Customer does not have such authority, or if Customer does not agree with the terms and conditions set forth in this Agreement, Customer must not accept this Agreement and Customer must not use the Services.

All access to and use of the Software is subject to VelocityEHS's Privacy Policy.

1. OVERVIEW; ORDERING; ACCESS TO SERVICES

   (a) **Overview**. This Agreement sets forth the terms pursuant to which Customer may purchase, and VelocityEHS and its Affiliates will provide, certain Services.

   (b) **Ordering**. Customer will order Services described in this Agreement through a Customer Order Form, to be executed by Customer. Each Customer Order Form will reference and be subject to the terms of this Agreement. Each Customer Order Form may contain additional terms and conditions.

   (c) **Provision & Access.** Subject to and conditioned on Customer's payment of Fees (as defined in Section 5(a)) and compliance with all other terms and conditions of this Agreement and any applicable Customer Order Form, VelocityEHS:

      i. hereby grants Customer a non-exclusive, non-transferable right to access and use the Software described in the applicable Customer Order Form for the Subscription period specified therein; and/or

      ii. will provide Professional Services to Customer as described in the Customer Order Form and in accordance with the terms and conditions of this Agreement.

   (d) **Subscriptions**. Unless otherwise provided in the applicable Customer Order Form, (i) access to the Software is purchased as a Subscription, (ii) Subscriptions may be added during a Subscription term and the price for the Subscription will be prorated for the portion of that Subscription term remaining at the time the Subscriptions are added, and (iii) any added Subscriptions will terminate on the same date as the earlier-purchased Subscriptions.

2. USE OF THE SOFTWARE

   (a) **Usage Limits**. Customer's use of the Software is limited to Customer's internal business uses, except as otherwise stated in a Customer Order Form. Access to and use of the Software is restricted to the coverage area limits as stated in the Customer Order Form. Unless otherwise specified, (i) where a quantity in a Customer Order Form refers to Users, the Software may not be accessed by more than that number of Users, (ii) a User's Credentials must not be shared with any other individual, and (iii) except as set forth in a Customer Order Form, a User's Credentials may only be reassigned to a new individual who is replacing an individual who will not have any further access to the applicable Software. If Customer exceeds a usage limit under this Agreement, Customer will be invoiced for the excess usage at the specified rate. To avoid such

charges, Customer may either reduce usage to comply with the usage limit or work with VelocityEHS to amend the Customer Order to increase the usage limit.

(b) **Usage Restrictions.** Unless expressly authorized under this Agreement or a Customer Order Form, Customer will not, and Customer will not allow or assist any third party to: (i) make any Software or Content available to anyone other than Users or use any Software or Content for the benefit of anyone other than Customer; (ii) sell, resell, license, sublicense, distribute, make available, rent, or lease any Software or Content or include any Software or Content in a service bureau or outsourcing offering; (iii) use the Software or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Software or Content to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of any Software or Content contained therein; (vi) attempt to gain unauthorized access to any Software or Content or any related systems or networks; (vii) permit direct or indirect access to or use of any Software or Content in a way that circumvents a contractual usage limit or in a manner that violates this Agreement; (viii) modify, copy, or create derivative works based on the Software or Content or any part, feature, function, or user interface thereof; (ix) frame or mirror any part of any Software or Content, other than framing on Customer's intranets or otherwise for Customer's internal business purposes; (x) access the Software for purposes of monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes; or (xi) disassemble, reverse engineer, or decompile the Software or Content, or access the Software or Content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Software or Content, (3) copy any ideas, features, functions or graphics of the Software or Content, or (4) determine whether the Software or Content is within the scope of any patent.

(c) **Removal of Content.** If VelocityEHS is required by a licensor to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, VelocityEHS may promptly remove such Content from the Software. Upon request from VelocityEHS, Customer will remove such Content from its systems.

(d) **Restrictions.** Customer will (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of the Data, the means by which Customer acquired its Data, and Customer's use of its Data with the Software, (iii) notify VelocityEHS of any such unauthorized access or use of the Software, (iv) use the Software only in accordance with this Agreement and all applicable laws and government regulations, and (v) comply with terms of service of any third-party applications and hardware with which Customer uses the Software. Customer is responsible for maintaining the confidentiality of Customer's and its Users' Credentials and account information, and Customer is responsible for all activities that occur under Customer's and its Users' Credentials or as a result of Customer or its Users' access to the Software. Customer will notify VelocityEHS immediately of any unauthorized use of Customer's or its Users' Credentials.

(e) **Removal of Data.** VelocityEHS does not pre-screen or approve Data but reserves the right to remove Data that VelocityEHS believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without liability to Customer or any other person or entity.

(f) **Customer Responsibilities.** Customer is responsible for providing network termination for connectivity between Customer's local network(s) and the Software. Public bandwidth maintained by Customer will be of sufficient capacity for the Software's operation to Customer's

satisfaction. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation.

3. VELOCITYEHS RESPONSIBILITIES

(a) **Services.** VelocityEHS will provide the Services described in a Customer Order Form, in accordance with the terms of this Agreement. VelocityEHS will provide standard support for the Software to Customer at no additional charge, as described in the Customer Order Form. Any upgraded or additional support services will be described in and purchased through a Customer Order Form.

(b) **Service Commitment.** Unless otherwise agreed upon in a Customer Order Form, VelocityEHS makes a service commitment to Customer to use commercially reasonable efforts to maintain an average monthly Software availability no less than 99.9% per month, excluding: (i) planned downtime (of which VelocityEHS will endeavor to provide around two weeks advance electronic notice), and (ii) any unavailability caused by circumstances beyond VelocityEHS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VelocityEHS's employees), internet service provider failure or delay, any software or hardware not provided by VelocityEHS or its Affiliates, or denial of service attack.

(c) **Service Maintenance.** During the Subscription period, VelocityEHS and its Affiliates will make available to Customer at no additional cost all updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available to VelocityEHS and its Affiliates' other customers of such Software under similar circumstances. All such updates, patches, and fixes will be deemed to constitute part of the applicable Software and will be subject to the terms of this Agreement.

(d) **Changes to the Services.** During a Subscription period, VelocityEHS will not, except as expressly permitted under this Agreement, materially and significantly reduce or decrease the functionality and features of the applicable Software; provided, however, VelocityEHS expressly reserves the right to, at any time and from time to time, (i) without prior notice offer new, additional, or substitute products and services; and (ii) with reasonable prior notice, modify, amend, or discontinue offering all or any particular products or services to which Customer subscribes. In the event VelocityEHS discontinues any Services, VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term for such discontinued Services.

(e) **Protection of Customer Data.** VelocityEHS will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all Data. VelocityEHS will only use and disclose Data (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7(c) (Compelled Disclosure), and (c) as Customer expressly permits in writing. To the extent that VelocityEHS or its Affiliates process any Personal Data (as defined in VelocityEHS's Data Processing Addendum, as revised from time to time, the "**DPA**") contained in the Data on Customer's behalf in order to provide the Services, the terms of the Data Processing Addendum will apply. The DPA is hereby incorporated by reference and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and Customer's applicable Affiliates are each the data exporter, and Customer's signing of an applicable Customer Order Form will be treated as signing of the Standard Contractual Clauses and their Appendices.

(f) **VelocityEHS Personnel.** VelocityEHS will be responsible for the performance of its personnel (including VelocityEHS's employees and contractors) and their compliance with VelocityEHS's obligations under this Agreement.

4. COOPERATION

At all times during the term of this Agreement, Customer will: (i) promptly and fully cooperate with VelocityEHS and its Affiliates; (ii) promptly make competent, appropriately trained, and qualified personnel available to assist and answer questions as necessary and as reasonably requested by VelocityEHS or its Affiliates; (iii) respond promptly to any request from VelocityEHS to provide direction, approvals, authorizations, or decisions that are reasonably necessary to provide or perform the Services; (iv) provide such information as VelocityEHS may request in order to carry out the Services in a timely manner and ensure that it is complete and accurate in all material respects, and (v) with regard to select Professional Services, provide access to Customer's premises and facilities as requested by VelocityEHS as necessary to provide the Professional Services.

5. FEES AND PAYMENT

(a) **Fees and Expenses**. Customer will promptly pay all fees associated with the Services, as set forth in the applicable Customer Order Forms (the "**Fees**"). Except as otherwise specified herein or in a Customer Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription period. Unless otherwise agreed in advance in writing, out-of-scope services will be charged on a time and materials basis at VelocityEHS's then-applicable rates.

(b) **Invoicing and Payment.** Customer is responsible for providing complete and accurate billing and contact information to VelocityEHS at the time of executing the Customer Order Form and for notifying VelocityEHS of any changes to such information over time. VelocityEHS will invoice Customer, or automatically charge the credit card specified by Customer, for such Fees in accordance with the terms of this Section 5. Invoiced charges are due as stated on the applicable Customer Order Form. Payments may be made via check, wire transfer, ACH/EFT deposit, or credit/debit card. If Customer provides credit or debit card information to VelocityEHS, Customer authorizes VelocityEHS to charge such credit or debit card in the amount(s) required for the Subscription period, including for any renewals (unless previously canceled). All invoices will be in U.S. currency unless otherwise noted in the Customer Order Form. Customer is responsible for any wire transfer fees and exchange rate losses for payments initiated in other currencies. Customer must report any errors or discrepancies in any invoice within 5 days after the date of such invoice or such invoice will be deemed correct and payable by Customer in accordance herewith.

(c) **Suspension.** VelocityEHS may immediately suspend the Services in case of: (i) any outstanding undisputed invoice not being paid within 60 days from the invoice due date; (ii) VelocityEHS becoming aware of a claim that Customer's use of the Software violates any applicable law, rule, or regulation or infringes upon any third-party rights; (iii) Customer's use of the Software violating this Agreement or interfering with the normal operation of the Software; (iv) the security of the Software, the Data, or any User's Credentials being suspected of being compromised; (v) any event wherein VelocityEHS determines that suspension of the Software is needed to protect the integrity of the Software; (vi) any use of the Software is causing immediate, material, and ongoing

harm to VelocityEHS or others; or (vii) any event where VelocityEHS is entitled to terminate this Agreement for cause. In the event that VelocityEHS suspends Customer's access to the Services, VelocityEHS will use commercially reasonable efforts to limit the suspension to the offending portion of the Services and resolve the issues causing the suspension of the Services. Customer further agrees that VelocityEHS will not be liable to Customer nor to any third party for any suspension of the Services under such circumstances as described in this Section 5(c).

(d) **Taxes.** The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If VelocityEHS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5(d), VelocityEHS will invoice Customer and Customer will pay that amount unless Customer provides VelocityEHS with a valid tax exemption certificate authorized by the appropriate taxing authority. VelocityEHS will be solely responsible for taxes assessable against VelocityEHS based on its income, property, and employees.

(e) **Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by VelocityEHS regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

(a) **Ownership and Reservation Rights.** Subject to the limited rights expressly granted under this Agreement, VelocityEHS and its Affiliates, and Third-Party Content providers reserve all rights, titles, and interests in and to the Software and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to use any of VelocityEHS or its Affiliates' trademarks without express written permission and advance approval of all materials intended to use the trademarks. Customer agrees not to remove, alter, or otherwise obscure any copyright or trademark notices or claims contained or displayed in connection with the Software or Content.

(b) **License to Host Customer Data.** Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to host, copy, display and use the Data (i) as necessary to provide the Services under this Agreement, and (ii) in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software. Customer shall comply with all data privacy laws, including any and all obligations to obtain valid consent before collecting or processing any Personal Data. Where applicable, Customer shall be responsible for informing its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services, how such information or Personal Data will be used by Customer and VelocityEHS and obtaining any necessary consents for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services. Subject to the limited licenses granted herein, VelocityEHS acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any of the Data.

(c) **Feedback.** Customer agrees that any feedback or suggestions Customer gives to VelocityEHS about the Services is voluntary and that VelocityEHS may use such feedback or suggestions in its sole discretion without any obligation or remuneration to Customer.

(d) **Statistical Data.** VelocityEHS may collect aggregate and anonymous statistical data about the use of the Services ("Statistical Data"). VelocityEHS owns and retains all rights and title to the

Statistical Data, including the right to incorporate or otherwise use Statistical Data, which it may use for any lawful business purpose, and it retains all title to any suggestions, enhancement requests, recommendations, or other feedback for the improvement of the Software and Services.

7. CONFIDENTIALITY

(a) **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to, the terms and conditions of this Agreement and all Customer Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Customer's Confidential Information includes, but it not limited to, the Data. VelocityEHS's Confidential Information includes, but is not limited to, the Services. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is lawfully received without restriction from a third party, or (iv) was independently developed by the Receiving Party without knowledge or use of the Confidential Information.

(b) **Confidentiality Responsibilities.** The Receiving Party will: (i) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (ii) not use any of the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party's Confidential Information to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Customer Order Form to any third party other than its Affiliates, legal counsel, accountants, or any other person or entity that has, in Receiving Party's discretion, a reasonable need to know such information ("**Representatives**") without the Disclosing Party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives' compliance with this Section 7.

(c) **Compelled Disclosure.** The Receiving Party may disclose Disclosing Party's Confidential Information to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

(a) **Customer Representations and Warranties.** Customer represents and warrants that (i) Customer is financially solvent and has the requisite legal right, power, and authority to enter into this Agreement and to grant the rights Customer purports to grant hereunder and to perform

Customer's duties and fulfill Customer's obligations hereunder; (ii) all information and Data provided by or on behalf of Customer or any User in connection with this Agreement is and will be, accurate, complete, and correct in all material respects to the best of Customer's ability, knowledge, and belief; (iii) Customer shall comply with all data privacy laws, (iv) Customer shall inform its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services; (v) Customer will notify its employees how information or Personal Data will be used by Customer and VelocityEHS; and (vi) Customer shall obtain any and all necessary consents in order for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services.

(b) **VelocityEHS Warranties.** VelocityEHS warrants that (i) the Software will perform materially in accordance with the applicable Documentation, (ii) the Software and Content will not, to VelocityEHS's knowledge, contain Malicious Code, and (iii) the Professional Services will be performed in a workmanlike manner by qualified personnel. For any breach of an above warranty, Customer's exclusive remedy is to terminate the applicable Subscription and receive a pro-rata refund of any Fees paid for the then-current term of such Customer Order Form.

(c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) VELOCITYEHS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT; AND (II) THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. VELOCITYEHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY SOFTWARE, CONTENT, DOCUMENTATION, OR OTHER MATERIALS PROVIDED BY VELOCITYEHS, ITS AFFILIATES, OR THEIR RESPECTIVE CONTRACTORS OR AGENTS ARE OR WILL NECESSARILY BE COMPLETELY ACCURATE, CURRENT, COMPLETE, CONTINUOUSLY AVAILABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER MAY CHOOSE TO PUT THEM. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES, OR THAT THE OPERATION AND USE OF THE SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS; THAT USE OF THE SOFTWARE WILL BE ENTIRELY WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE; OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO CUSTOMER.

9. INDEMNIFICATION

(a) **Indemnification by VelocityEHS.** VelocityEHS will indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, or costs ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Claim**") that the Services as provided to Customer, or any use of the Services in accordance with this Agreement, infringe or misappropriate such third party's U.S. copyright or trade secret rights. If such a Claim is made, Customer will permit VelocityEHS, at VelocityEHS's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use the Services. If VelocityEHS determines that neither alternative is reasonably available, VelocityEHS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice, and refund Customer

any prepaid fees covering the remainder of the term of the terminated Customer Order Form. The indemnification and defense obligations of this Section 9(a) will not apply to the extent that the Claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; (B) modifications to the Software not made by VelocityEHS; (C) a Claim arising from a Service for which there is no charge; (D) a Claim arising from Data, Third-Party Content, or Customer's use of the Service in violation of this Agreement. This Section 9(a) states VelocityEHS's sole liability to Customer, and Customer's exclusive remedy against VelocityEHS, for any type of claim described in this Section.

(b) **Indemnification by Customer.** Except as prohibited by law, Customer will indemnify, hold harmless, and, at VelocityEHS's option, defend VelocityEHS from and against any Losses resulting from any third-party Claim alleging or based on: (i) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Data or any other materials provided by Customer (or Customer's use of such Data or other materials in connection with the Services); (ii) Customer's use of the Services in an unlawful manner or in violation of this Agreement and/or the Documentation; (iii) Customer's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (iv) modifications to the Software not made by VelocityEHS.

(c) **Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 9, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to, or increases the indemnifying party's liability hereunder.

10. LIMITATION OF LIABILITY

(a) **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 5.

(b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW

THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.

(c) **Exceptions to Limitations.** THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 10(A) AND 10(B) WILL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY, (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (III) CUSTOMER'S VIOLATION OF SECTION 2 (USE OF THE SOFTWARE), OR (IV) CUSTOMER'S INFRINGEMENT OF VELOCITYEHS'S INTELLECTUAL PROPERTY.

(d) **Disclaimer.** THE FOREGOING TERMS WITH RESPECT TO WARRANTIES, LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VELOCITYEHS AND CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VELOCITYEHS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

11. TERM AND TERMINATION

(a) **Term of Agreement.** This Agreement commences on the date Customer executes the first Customer Order Form and continues until either terminated in accordance with Section 11(c) or twelve months after all Services ordered hereunder have been provided, have expired, or have been terminated.

(b) **Term of Purchased Subscriptions.** The applicable Customer Order Form will specify the term of each Subscription. Upon expiration of the then-current term, a Subscription will automatically renew for an additional one-year term unless either party has given the other party written notice of non-renewal at least 60 days prior to expiration. The fees applicable to any such renewal shall be as specified in the Customer Order Form unless VelocityEHS provides Customer notice of different pricing at least 75 days prior to expiration of the then-current term. Any renewal in which the quantities, coverage, or volumes that were previously used to determine pricing have decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

(c) **Termination.** A party may terminate this Agreement for cause (i) immediately upon notice in the event of the other party's material breach of this Agreement that remains uncured for 30 days following notice from the non-breaching party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Notwithstanding anything to the contrary in this Agreement, VelocityEHS may terminate this Agreement immediately with no opportunity for Customer to cure if Customer is in breach of Section 2(d) or Customer violates VelocityEHS's intellectual property rights in the Services. Upon termination or expiration of this Agreement for any reason, all rights and licenses granted to Customer to access and use the Services will automatically terminate and be revoked, and each party will promptly return or destroy, subject to the requirements of Section 11(e), all Confidential Information provided to it by the other party.

(d) **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 11(c) (Termination), VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term of all Customer Order Forms after the effective date of termination. If VelocityEHS terminates this Agreement in accordance with Section 11(c), VelocityEHS will invoice Customer for all unpaid Fees covering the remainder of the then-current terms of all Customer Order Forms. In no event will termination relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.

(e) **Data Portability and Deletion.** If Customer has an account in good standing, and Customer makes a request prior to the effective date of termination or expiration of this Agreement, VelocityEHS will make the Data available to Customer for export or download as provided in the VelocityEHS Data Return Policy. VelocityEHS will keep all Data available for export for 30 days after the termination date. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Data, except as required by applicable law.

(f) **Surviving Provisions.** The termination of this Agreement will not relieve either party of any obligation or liability accrued prior to such termination and will not in any way affect the parties' obligations under Sections 2(c) (Removal of Content), 5 (Fees and Payment), 6 (Proprietary Rights and Licenses), 7 (Confidentiality), 8(c) (Disclaimer of Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11(d) (Refund or Payment Upon Termination), 11(e) (Data Portability and Deletion), 11(f) (Surviving Provisions), 12 (General Provisions), or any other obligations which are expressly stated herein to be continuing or are by their nature continuing.

12. GENERAL PROVISIONS

(a) **Notices.** All notices and communications under this Agreement will be in writing and will be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed on the applicable Customer Order Form. All notices sent as provided in this Section will be deemed received if personally delivered or faxed with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail. In addition to and notwithstanding the foregoing, VelocityEHS may also provide such notice and communications to Customer under this Agreement using the electronic e-mail addresses of the Customer contact listed on a Customer Order Form.

(b) **Agreement to Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the relevant court of Delaware, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.

(c) **Attorneys' Fees.** In any arbitration, suit, action, or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and documented expenses of attorneys, accountants, and other professionals incurred in connection therewith.

(d) **Export Compliance.** Each of Customer and VelocityEHS will at all times strictly comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Each of Customer and VelocityEHS further agree to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order in order for each party to perform its obligations under this Agreement. The Services, Content, other technology VelocityEHS makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer

shall not permit Users to access or use any Services or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

(e) **Anti-Corruption.** Each of Customer and VelocityEHS will comply fully with all applicable anti-corruption laws and regulations, including, for example, the United States Foreign Corrupt Practices Act, and any similar laws of any country in which each party operates.

(f) **Entire Agreement.** This Agreement and any Customer Order Forms constitutes the entire agreement between VelocityEHS and Customer regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding the foregoing, VelocityEHS may modify this Agreement at its discretion to address technological, operational, or regulatory changes affecting delivery of the Services; provided, that VelocityEHS must give Customer no less than 30 days' prior written notice of such modification. If Customer does not agree to such modified terms, Customer should discontinue its use of the Services. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Order Forms) is for convenience only. Any conflict between this Agreement and any such document will be resolved in favor of this Agreement. In the event of any conflict between the applicable Customer Order Form and this Agreement, the applicable Customer Order Form will control.

(g) **Assignment; Change in Control.** Customer may not assign any of its rights or obligations hereunder without VelocityEHS's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (together with all then-existing Customer Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. If Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of VelocityEHS, then VelocityEHS may terminate this Agreement immediately upon written notice without any further liability. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

(h) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

(i) **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties hereto. There are no third-party beneficiaries to this Agreement.

(j) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. The waiver of any default by either party will not be deemed a continuing waiver and will apply solely to the instance to which such waiver is directed.

(k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

(l) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any delay or failure to perform its obligations under this Agreement resulting from acts or causes beyond its reasonable control, including without limitation, acts of

war, export regulations, third-party labor strikes, power failures, natural disasters, or other similar events ("**Force Majeure Events**"). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance. The terms of this Section 12(l) will not apply to Customer's obligation to pay for Services in accordance with Section 5.

(m) **Marketing.** Customer hereby authorizes VelocityEHS to disclose that Customer is a customer of VelocityEHS and authorizes VelocityEHS to use Customer's trademarks (including logos) in connection with such disclosures. VelocityEHS acknowledges and agrees that all proprietary, intellectual property, and any other rights in and to Customer's name, logo, service marks, and/or trademarks are Customer's sole and exclusive property.

(n) **Federal Government End User Provisions.** In the event that the Software may be delivered to a federal government end user or for ultimate federal government use: VelocityEHS provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with VelocityEHS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

(o) **Counterparts.** If this Agreement is attached to a Customer Order Form that is being executed manually by the parties with handwritten signatures, then this Agreement may be executed in one or more counterparts, all of which together will constitute one original document. Counterparts may be delivered via facsimile or electronic mail (including pdf or an electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If this document is a standalone electronic document having been referenced by URL, Customer acknowledges and agrees that it has read this document and agrees to its terms and conditions.

13. DEFINITIONS

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this Section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

(a) "**Affiliate**" means, with respect to either party, any entity that directly or indirectly controls, or is controlled by, or is under common control with that party.
(b) "**Agreement**" means this VelocityEHS Master Subscription & Services Agreement, together with all Customer Order Forms entered into hereunder.
(c) "**Content**" means Documentation, Materials, and other information provided by VelocityEHS to Customer through the Services.
(d) "**Credentials**" means the username, login ID, password, and similar credentials issued by VelocityEHS or created by Customer or a User, which enable access to the Services.

(e) "**Customer**" means, in the case of an individual entering into this Agreement on his or her own behalf, such individual, or in the case of an individual entering into this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is entering into this Agreement and each of its Users.

(f) "**Customer Order Form**" means Customer's order for Services through an ordering document specifying the Subscription(s) and/or Professional Service(s) to be provided under this Agreement that is entered into between Customer, on the one hand, and VelocityEHS or any of its Affiliates, on the other hand, including any exhibits, schedules, addenda, and supplements thereto.

(g) "**Data**" means any information, data, and/or files that Customer transmits, uploads, creates, or stores to or on the Software in connection with Customer's use of the Software, including Personal Data.

(h) "**Documentation**" means VelocityEHS's online user guides, documentation, and help and training Materials that VelocityEHS provides or makes available to Customer, as updated by VelocityEHS from time to time.

(i) "**Malicious Code**" means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs.

(j) "**Materials**" means web pages, data, messages, text, images, photographs, graphics, audio, video, podcasts, webcasts, documents, press releases, white papers, product data sheets, and all copyrightable works created by or delivered by VelocityEHS or its Affiliates in connection with this Agreement.

(k) "**Personal Data**" means all personally identifiable information, including name, address, telephone number, e-mail address, account or policy information, about an identified or identifiable natural person.

(l) "**Professional Services**" means any implementation, configuration, training, consulting, or other services ordered by Customer to be provided by VelocityEHS or its Affiliates under this Agreement.

(m) "**Services**" means any Subscription(s) and/or Professional Services ordered by Customer and provided by VelocityEHS or its Affiliates under this Agreement.

(n) "**Software**" means the software specified in the Customer Order Form that is made available to Customer by VelocityEHS during the applicable Subscription period, including the information and Content contained therein.

(o) "**Subscription**" means Customer's right to access VelocityEHS's and its Affiliates' online-hosted Software applications and certain related Software applications designed for installation on Customer's and its Users' computers and mobile devices and the information and Content contained therein, ordered by Customer and for a term specified in a Customer Order Form.

(p) "**Third-Party Content**" means third-party information obtained by VelocityEHS and made available to Customer through the Services.

(q) "**Users**" means individuals appointed by Customer to access and use the Software, which may include Customer's officers, employees, consultants, and agents performing services for Customer or on Customer's behalf.

01/15/24
Purchasing/LAJ

RESOLUTION NO._____

RESOLUTION FOR THE PURCHASE OF THREE TURBO BLOWERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from APG-Neuros for the purchase of three turbo blowers in the total estimated amount of $4,338,500.00.
2. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of three turbo blowers from APG Neuros.
2. The City Council approves the budget amendment.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 15, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Quote

CITY OF WYOMING BUDGET AMENDMENT

Date: January 15, 2024 **Budget Amendment No. 043**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $2,500,000 of budgetary authority for the purchase of three new blowers for the Clean Water Plant.

Description/Account Code	Current	Increase	Decrease	Amended
Sewer Fund				
Wastewater Utility - Capital Outlay Plant Expansion Phase 2				
590-590-54400-986.444	$ 5,026,405.00	$ 2,500,000.00		$ 7,526,405.00
Fund Balance/Working Capital (Fund 590)		$ -	$ 2,500,000.00	

Recommended: _____ _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

_____
City Clerk

STAFF REPORT

Date: December 5, 2023

Subject: Blower Replacement Project

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: January 15, 2024

RECOMMENDATION:

It is recommended that the City Council approve the quote as provided by APG Neuros for the purchase of three new blowers in the amount of $4,338,500.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Compromised and degraded infrastructure has the potential to interrupt day-to-day operations of the plant and, therefore, it is prudent to plan for its improvement and/or replacement to avoid this.

DISCUSSION:

The Clean Water Plant treats wastewater biologically, harnessing the oxidizing power of millions of microbes that live in the aeration basins. Because these organisms are aerobes, oxygen must be supplied to them in the form of air that is blown to the bottom of the basins, where it is diffused and dissolved in the water.

The City is currently under contract with engineering consultant Donohue & Associates to design a blower replacement project. The Council approved the rental and installation of the first of three new blowers with Council Resolution No. 27817 dated August 21, 2023. The blower was delivered on September 6 and the installation process started shortly thereafter. The new unit was moved into place on October 12 and the final electrical and discharge piping connections made. The unit was commissioned on November 6 and is now running every day.

Our original plan was to fund a blower replacement project in the FY25 budget, but frequent blower failures in 2023 meant we had to move the project up to FY24. Due to the blower issues that we have had this year and the delivery times of new equipment, it is prudent to order the new blowers as soon as possible, so the project will have the best chance of being completed in the summer of 2024.

Once Donohue has completed the engineering design work for the installation of the new blowers, that portion of the project will go out for bid in February or March 2024. The purchase cost of the

existing rental unit and the two additional new units from APG is $4,338,500 after the credit for what has already been paid for the rental unit.

BUDGET IMPACT:

A budget amendment of $2.5M from sewer fund working capital will be needed to fund this project. After the amendment, sufficient funding will be available in the Clean Water Plant capital outlay account #590-590-54400-986.444. However, we will be selling bonds to finance the project, with a projected closing date of March 21, 2024, and the proceeds from the sale can be used to reimburse ourselves for this amount.

Memorandum

Date: December 4, 2023

To: Jon Burke, City of Wyoming

Copy: Dan Kleinheksel, City of Wyoming
Kevin Lynch, City of Wyoming
Mike Harvey, Donohue & Associates
Ben Stephens, Donohue & Associates

From: TJ Bates, Donohue & Associates

Re: Activated Sludge Blower System
Blower Procurement Recommendation

The City of Wyoming (City) currently retained Donohue & Associates (Donohue) to assist in the evaluation and replacement of the activated sludge blower system at the City's Clean Water Plant (CWP). Activated sludge is a crucial component to successfully treating wastewater at the CWP and meeting discharge permit limits. Dating back to February of 2016, Donohue has been reviewing and advising the City on optimizing blower efficiency to save on operations costs. Most recently, when the City experienced failure problems with the existing blowers, Donohue was retained to help the City replace the blowers on an emergency basis. Donohue issued a request for procurement proposal to JGM Valve for the purchase of two APGN 1.1 MW High Speed Turbo Blowers. Based on previous evaluation and review, these were found to be optimal units for the City of Wyoming as they meet the required blower air demand, have low operational and maintenance costs, and are more readily available (shortest lead time) than other blower offerings on the market.

Donohue is pleased to provide the attached JGM Valve proposal for your review (see Attachment 01). While reviewing, Donohue would like to provide the following comments for your consideration. With regards to the 1.1MW High Speed Turbo Blower:

1. Donohue first requested budgetary quotes for 1.1M blowers in April of 2023. Since then the cost of the 1.1M blower has increased by $55,000 per blower. This is a result of inflation across the market.
2. The 4160V switch and transformers are necessary to stepdown the medium voltage power supply to 480V for use at the blowers. Other alternatives that utilized existing 480V power within the blower building were found to be more expensive or have a longer lead time.
3. Blower discharge cones, check valves, and expansion joints were included in the original price provided. The costs included in the "Additional Equipment Adders as per spec" section are only for the difference in costs between the original equipment size (24") and the revised size (30").

4. 24” discharge butterfly valves are required to isolate out-of-service blowers from the main air header below the floor. Two are required for each 1.1MW unit, and one additional valve is provided to isolate the NX700D unit. Replacement of the existing 20” isolation valve on the NX700D was not completed previously due to operational challenges in completing this work without the 1.1MW units installed. Having all five valves provided by a single source (APGN) allows for more consistent operations and maintenance between valves.
5. Donohue recommends power monitoring equipment, as noted in the JGM Valve proposal, to protect the blowers and additional CWP electrical equipment from any imbalances in the electrical system. Although unlikely, such imbalances could occur if one of the VFDs on a 1.1MW unit were to fail unexpectedly.
6. Based on conversations with the filter manufacturer, Donohue recommends a six-canister inlet filter to reduce inlet airflow velocities and extend filter life. Additionally, the requested filter is fitted with freeze discouragement to decrease the likelihood of a freezing event on the intake, and manufacturer provided supporting legs to assist with installation.

Regarding the NX700D proposal, the City previously entered into a rental agreement with JGM Valve for this blower. Donohue has provided the following comments on this proposal for consideration while reviewing:

1. The purchase price listed in the proposal matches the original agreement with the City and JGM Valve.
2. An additional adder was required to revise the cable entry route once the blower was onsite. The price listed in the proposal matches what was previously quoted to the City.
3. The City is being credited the value of the payments previously made against the rental agreement.

Lastly, JGM Valve has provided a proposal for an APGN Stagging Master Control Panel (MCP). The panel would operate the NX700D and both 1.1MW units. As the City currently has a master control panel configured to match your specific needs and operating strategies, Donohue does not see the value in replacing this existing panel with the APGN Stagging MCP. As such, we do not recommend purchasing the MCP but offer the provided price for consideration should the City feel otherwise.

In conclusion, Donohue recommends the City procure two 1.1MW High Speed Turbo Blowers and purchase the current rental NX700D unit for replacement of the existing, aging, and unreliable activated sludge blowers. Replacement of the existing blowers will provide continued reliable CWP operations, compliance with discharge permits, and should result in a decrease in both operational and maintenance costs for the CWPfor years to come.

Should you have any further questions while reviewing the provided proposal, please feel free to contact.

ATTACHMENT 01

December 4th 2023

Jon Burke
City of Wyoming Clean Water Plant, MI
2350 Ivanrest Ave SW, Grandville, MI 49418

Subject: Pricing for the High Speed Turbo Blowers

Dear Mr. Burke,

You will find attached the budgetary proposals for the proposed system that was provided to meet your current and future design load requirements at 44,000 SCFM. And to meet the requirements outlined in the RFP for the procurement of blowers.

The total cost is presented for **$**4,338,500.00

Please feel free to reach out if you have any questions.

Yours Turly,

APG-Neuros

APG – Neuros
1270, Michele-Bohec
Blainville, Québec, Canada, J7C 5S4
Tel : (450) 939-0799, www.apg-neuros.com

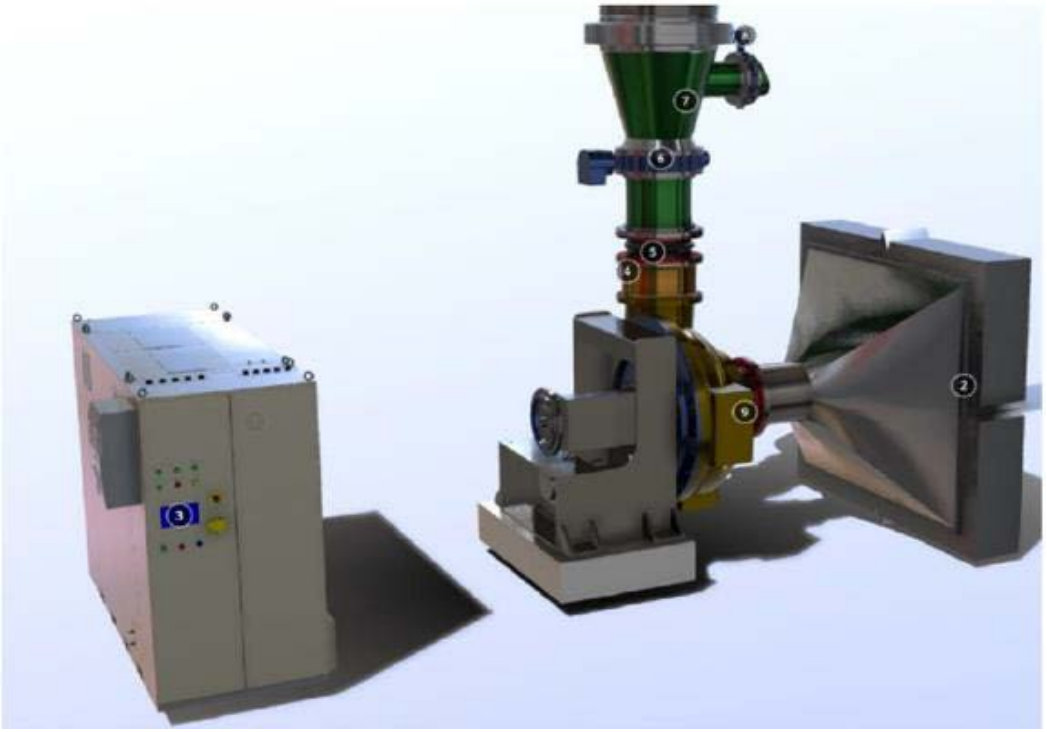
2 x APGN1.1MW

APG – Neuros
1270, Michele-Bohec
Blainville, Québec, Canada, J7C 5S4
Tel : (450) 939-0799, www.apg-neuros.com

APG-Neuros Turbo Blower Scope of Supply Proposal

Wyoming, MI

Prepared By APGN Inc. *dba* APG-Neuros
December 4, 2023
Proposal Reference# 012305-2091.NOV23



APGN Inc.
1270 Michele-Bohec, Blainville, QC, J7C-5S4
Tel: 450-939-0799 Fax: 450 939 2115
www.apg-neuros.com

Wyoming, MI - APG - Neuros Turbo Blower - Price & Summary

Budgetary Price (U.S. Dollars, 2023 Economy Year)

December 4, 2023

Proposal Reference# 012305-2091.Nov23

Item	Equipment Item *(See Scope for more information)*	QTY		Unit Price (USD)	Total Price (USD)
1	APGN1.1MW High Speed Turbo Blower	2	*Included*	$ 1,300,000.00	$ 2,600,000.00
	VFD Cabinets	2			
	Blower Local Control Panel	2			
	24" EPDM Inlet Duct Expansion Joint	2			
	Start-up and Training services including travel and expenses (4 trips 10 days)	1			
	Cooling System - Chillers	2			
	Warranty One (1) Year on Blower equipment	1			
	FOB Job Site	1			
	Warranty				
2	Extended Warranty - additional One (1) year *(for items in #1)*	1	*Included*	$ 977,000.00	$ 977,000.00
	Additional Equipment Adders as per spec				
3	4160V Non Fused disconnect switch	2	*Included*		
	Blower discharge cone 24" to 30"	2	*Included*		
	Spare parts as per spec (Filter, Chiller pumps & Tool kit)	2	*Included*		
	Panel Mounted Load Side Power and Harmonic Monitoring	2	*Included*		
	24" Discharge Isolation Valve	5	*Included*		
	30" Wafer Check Valve	2	*Included*		
	30" Discharge Expansion Joint	2	*Included*		
	Inlet Filter Endustra- TKTREE-6 with Freeze discouragement & supporting legs	2	*Included*		
	Dry Type transformer 4160V - Upgraded as per Engineers review	2	*Included*		
	Manufacturer Services *(See Scope for more information)*				
4	Witnessed Factory Performance Test for 2 persons, 2 trips	2	*Included*		
	AMMSP for two (2) years	2	*Included*		
				Total Price	**$ 3,577,000.00**

Notes

Taxes and Duties are Not Included

APGN Inc.
1270 Michèle-Bohec, Blainville, QC, J7C-5S4
Tel: 450-939-0799 Fax: 450 939 2115
www.apg-neuros.com

Wyoming, MI - APG - Neuros Turbo Blower - Scope of Supply

APGN Inc., agrees to sell to the Buyer, the equipment designated as included in this proposal subject to the Seller's General Terms and Conditions of Sales available upon request and special conditions outlined herein in this proposal.

1. Standard Turbo Blower Equipment *(Included)*

1.1 Blower Package

1. Blower Core with Permanent Magnet Synchronous Motor, Magnetic Bearing and Forged Impeller
2. High Performance Variable Speed Drive / Inverter
3. Local Control Panel for Control and Monitoring - PLC (NEMA 12 Panel)
4. Magnetic Bearing Controller
5. Remote Control capability via Ethernet, LAN or Hard wiring
6. Motor Temperature sensors
7. Temperature Sensors for inlet and discharge air flow
8. Pressure Sensors for discharge conditions.
9. Pressure Sensor and alert for inlet condition
10. Built in Flow Calculation
11. Built in Speed Measurement
12. Voltage Surge Protection
13. Air Filters for Blower Cooling Fan and VFD cabinet
14. Uninterruptable Power Supply (UPS)
15. Remote Monitoring System (RMS)
16. Cooling System
17. Vibration Isolators
18. Blow-off Valve and Discharge Cone Silencer

2. Standard Documentation *(Included)*

Submittal Information & Shop Drawings: PDF Electronic File (printed copies at additional cost)

1. Bill of Material
2. Installation Drawings
3. Electrical and Control Drawings
4. Operation and Maintenance Manual
5. Installation and Commissioning Instructions

3. Standard Tests (Included)

1. Standard Blower Package Functional Acceptance Test
2. Unwitnessed Factory Performance Test
3. Witnessed Factory Performance Test to be provided extra upon request.

4. Quality Assurance and Control and Product Certification

A. APG-Neuros Quality Assurance program is ISO 9001 certified

Wyoming, MI - APG - Neuros Turbo Blower - Scope of Supply

5. Proposal Validity and Seller Terms and Conditions

A. Unless otherwise specified elsewhere in the Sales Agreements, the prices in this proposal are valid for ninety (90) days from the issue date on the cover page.

B. This proposal, unless otherwise specified herein this document, is subject to the Seller Standard Terms and Conditions available upon request.

C. The final selling price is subject to change contingient on final scope

6. Payment Terms:

10% on approval of Purchase Order
10% on issuance of Shop drawings
40% on release for production for material procurement
30% on equipment delivery to site
10% on completion of start-up and acceptance by owner
All invoices are to be paid Net 30 days

APG-Neuros will bill if delivery does not occur within 45 days after completion of production and will store the equipment at no extra charge.

1.5% Interest charge per month will be added to past due accounts of 45 days and over

Letter of Credit listing draw of payments against above deliverables will apply for Sales outside US and Canada.

100 % of invoice amount shall be payable by bank wire transfer without deduction and to be paid Net 30 days after invoice date.

Payment shall not be dependent on the buyer being paid by any third parties or equipment acceptance by owner.

7. Delivery Lead time:

Submittal package will be provided within 4 to 6 weeks of acceptance of Order.
Fabrication will be completed 20 to 24 weeks after approval of Submittals
Testing will be completed 2 to 4 weeks after Fabrication Completion
Shipment will be completed 2 to 4 weeks after Testing Accepted

Add Five percent (5%) escalation to Price for each partial or full quarter that shipment is extended beyond one year after order acceptance

8. Warranty

A. Standard Warranty (INCLUDED)

One (1) year from commissioning date or Eighteen (18) months from delivery, whichever occurs first. Warranty will begin upon successful completion of start-up and certification for full-scale operation by APG-Neuros, or Six (6) months after shipment, whichever occurs first.

Warranty begin upon completion of the project and acceptance of the equipment as determined by the Engineer or End User.

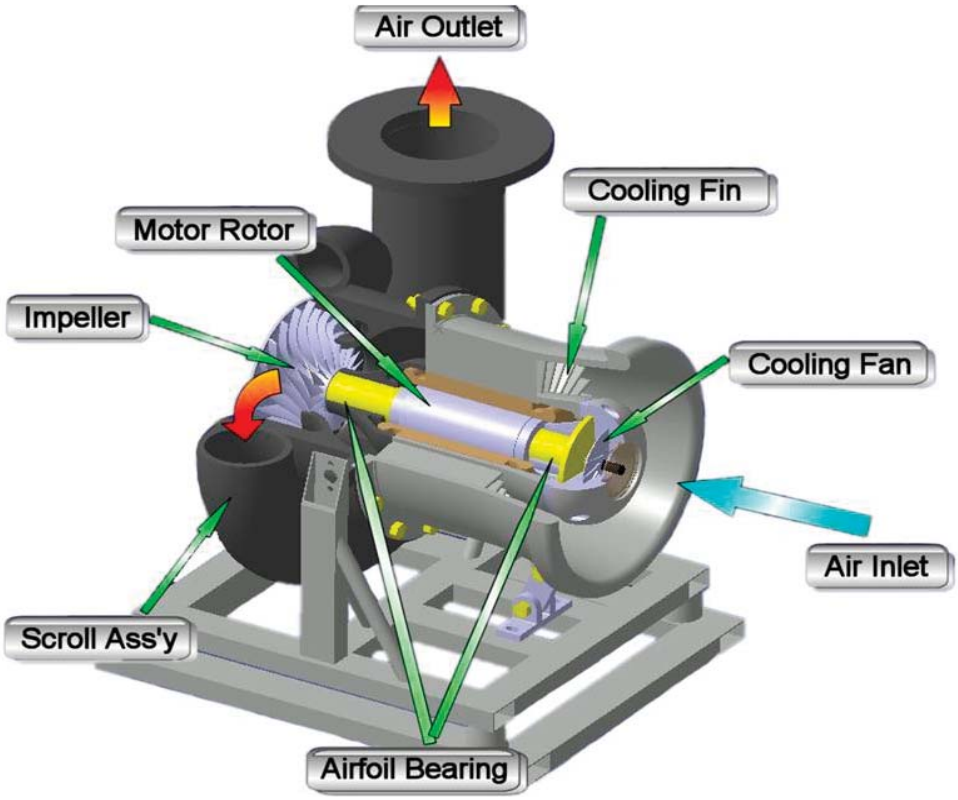
1 x NX700D

APG – Neuros
1270, Michele-Bohec
Blainville, Québec, Canada, J7C 5S4
Tel : (450) 939-0799, www.apg-neuros.com

APG-Neuros Turbo Blower Scope of Supply Proposal

Wyoming, MI

Prepared By APGN Inc. *dba* APG-Neuros
December 4 2023
Proposal Reference# 012305-2091.R1



APG-Neuros Turbo Blower Core

APGN Inc.
1270 Michele-Bohec, Blainville, QC, J7C-5S4
Tel: 450-939-0799 Fax: 450 939 2115
www.apg-neuros.com

Wyoming, MI - APG - Neuros Turbo Blower - Price & Summary

Budgetary Price (U.S. Dollars, 2023 Economy Year)

December 4, 2023

Proposal Number#012305-2091

Item	Equipment Item *(See Scope for more information)*	QTY		Unit Price (USD)	Total Price (USD)
1	NX700D High Speed Turbo Blower	1	*Included*	$ 700,000.00	$ 700,000.00
	2×14" Discharge Check Valve	1			
	2×14" Discharge Butterfly Valve	1			
	2×14" EPDM Discharge Duct Expansion Joint	1			
	1 x 30" EPDM Inlet Duct Expansion Joint	1			
	Harmonic Filter - Installed inside enclosure (1 per core)	1			
	Start up and training services (1 trip, 4 days)	1			
	Warranty One (1) Year on Blower equipment	1			
	Additional Adders				
2	On site Top to Bottom Cable Entry Change (Including Travel & Materials)	1	*Included*	$ 7,000.00	$ 7,000.00
	Lease to own				
3	Invoiced Value at time of proposal for the Lease to Own Option	1	*Included*	-$ 45,000.00	-$ 45,000.00
				Total Price	**$ 662,000.00**

Notes

Taxes and Duties are Not Included
Master Control Panel can be quoted upon request separately

APGN Inc.
1270 Michèle-Bohec, Blainville, QC, J7C-5S4
Tel: 450-939-0799 Fax: 450 939 2115
www.apg-neuros.com

Wyoming, MI - APG - Neuros Turbo Blower - Scope of Supply

APGN Inc., agrees to sell to the Buyer, the equipment designated as included in this proposal subject to the Seller's General Terms and Conditions of Sales available upon request and special conditions outlined herein in this proposal.

1. Standard Turbo Blower Equipment *(Included)*

1.1 Blower Package

1. Blower Core with Permanent Magnet Synchronous Motor, Air Bearing and Forged Impeller
2. High Performance Variable Speed Drive / Inverter
3. Local Control Panel for Control and Monitoring with Allen Bradley - Compact Logix L33E PLC
4. Remote Control capability via Ethernet, LAN or Hard wiring
5. Temperature Sensors for motor, bearing, inlet and discharge air flow
6. Pressure Sensors for discharge conditions
7. Pressure Sensor and alert for air filter condition
8. Built in Flow Calculation
9. Built in Speed Measurement
10. Internal Expansion Joint
11. Internal vibration and dynamic effect Absorption Mounts
12. Line Input Reactor to maintain high power factor
13. Sinewave (Sinus) Filter
14. Built in Hi-Flow Synthetic pleated inlet air filters with 98% efficiency @ 10-microns
15. Set of pre-filters with 89% by weight per ASHRAE 52-76 and MERV 8 rating
16. Voltage Surge Protection
17. Uninterruptable Power Supply (UPS)
18. Remote Monitoring System (RMS)
19. All the component above are included in a Sound Enclosure

2. Standard Documentation *(Included)*

Submittal Information & Shop Drawings: PDF Electronic File

1. Bill of Material
2. Installation Drawings
3. Electrical and Control Drawings
4. Operation and Maintenance Manual
5. Commissioning Instructions

3. Standard Tests (Included)

1. Standard Blower Package Functional Acceptance Test
2. Unwitnessed Factory Performance Test
3. Witnessed Factory Performance Test to be provided extra upon request.

4. Quality Assurance and Control and Product Certification

A. APG-Neuros Quality Assurance program is ISO 9001 certified

B. APG-Neuros Turbo Blower is UL / CSA/ CE certified

Wyoming, MI - APG - Neuros Turbo Blower - Scope of Supply

5. Proposal Validity and Seller Terms and Conditions

A. Unless otherwise specified elsewhere in the Sales Agreements, the prices in this proposal are valid for ninety (90) days from the issue date on the cover page.

B. This proposal, unless otherwise specified herein this document, is subject to the Seller Standard Terms and Conditions available upon request.

C. The final selling price is subject to change contingient on final scope

6. Payment Terms:

10% on acceptance of purchase order
10% on approval of Shop drawings
40% on release for production for material procurement
30% on equipment delivery to site
5% on issuance of preliminary O&M Manual
5% on completion of start-up and acceptance by owner
All invoices are to be paid Net 30 days

APG-Neuros will bill if delivery does not occur within 45 days after completion of production and will store the equipment at no extra charge.

1.5% Interest charge per month will be added to past due accounts of 45 days and over

Letter of Credit listing draw of payments against above deliverables will apply for Sales outside US and Canada.

100 % of invoice amount shall be payable by bank wire transfer without deduction and to be paid Net 30 days after invoice date.

Payment shall not be dependent on the buyer being paid by any third parties or equipment acceptance by owner.

7. Delivery Lead time:

Submittal package will be provided within 1 to 2 weeks of acceptance of Order.

Shipment will be made 12-16 weeks after approval of Submittals

Add Five percent (5%) escalation to Price for each partial or full quarter that shipment is extended beyond one year after order acceptance

8. Warranty

A. Standard Warranty (INCLUDED)

One (1) year from commissioning date or Eighteen (18) months from delivery, whichever occurs first. Warranty will begin upon successful completion of start-up and certification for full-scale operation by APG-Neuros, or Six (6) months after shipment, whichever occurs first.

Warranty begin upon completion of the project and acceptance of the equipment as determined by the Engineer or End User.

APGN Stagging MCP

APG – Neuros
1270, Michele-Bohec
Blainville, Québec, Canada, J7C 5S4
Tel : (450) 939-0799, www.apg-neuros.com

Wyoming, MI - APG - Neuros Turbo Blower - Price & Summary

Budgetary Price (U.S. Dollars, 2023 Economy Year)

December 4, 2023

Proposal Number#012305-2091

Item	Equipment Item *(See Scope for more information)*	QTY		Unit Price (USD)	Total Price (USD)
1	MCP Staging PLC panel	1	*Included*	$ 80,000.00	$ 80,000.00
	Allen Bradley Panel View Plus 7 10" HMI	1			
	Allen Bradley L320 CPU	1			
	I/O cards for Standard APGN Stagging PLC	1			
	Software Development site specific for intergration	1			
	Manufacturer services				
2	Factory Acceptance Test (Unwitnessed)	1	*Included*	$ 19,500.00	$ 19,500.00
	Start-up and Training services including travel and expenses (Not to exceed 2 trips 10 days)	1	*Included*		
				Total Price	**$ 99,500.00**

Notes

Taxes and Duties are Not Included

RESOLUTION NO._____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Police Garage Exterior Improvements Project	VanderKodde Construction Co.	$195,480.00
IT Organizational Assessment	Dewpoint, LLC	$33,824.00

2. The City Council authorizes $19,520.00 contingency for the Police Garage Exterior Improvements Project.
3. The City Council authorizes $4,176.00 contingency for the IT Organizational Assessment.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingencies.
5. The City Council authorizes the Mayor and City Clerk to sign the contracts.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 15, 2024.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

STAFF REPORT

Date: January 3, 2024

Subject: Police Garage Exterior Improvements Project

From: Troy Rinks, Facilities Maintenance Foreman

Date of Meeting: January 15, 2024

RECOMMENDATION:

It is recommended that City Council award the Police Garage Exterior Improvements Project bid to Vander Kodde Construction Co. Inc. in the amount of $195,480.00 plus approximately 10% in contingencies, for an amount not to exceed $215,000.00, and authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Planned, regular facility upkeep prevents untimely and costly repairs, causes less service disruption, and increases building life expectancy.

DISCUSSION:

Eight police garages house various police response vehicles, trailers, and other equipment. The asphalt roof shingles are original, over twenty years old, and are nearing the end of their life expectancy. Also, the existing painted wood siding, trim, fascia, and soffit is becoming more difficult to maintain from the excessive wear and tear from a 24/7/365 operation and constant weathering. The recent Asset Management study recommended the replacement of the asphalt shingles in fiscal year 2024. The wood siding, trim, soffits, and facia are original from 1999 and are deteriorating. In lieu of refinishing and to significantly extend the life of these garages, all exposed wood siding will be covered with a wood-grain vinyl siding, and the soffits and fascia will be covered with painted aluminum materials. Rain gutters will also be installed on the fronts of all garages to assist with extending the life of the asphalt drive areas by diverting water away from these areas.

A bid specification was created to replace the existing asphalt roof shingles, and to install vinyl siding over the existing wood siding. Utilizing the City's E-Bidder system, bid specifications were downloaded by 42 prospective bidders, with 6 bidders attending the November 28, 2023, pre-bid meeting. On December 19, 2023, 4 bids were received as follows:

Vander Kodde Construction Co. Inc.	$195,480.00
Rasmussen Exteriors	$226,245.68
SOS Quality Construction LLC.	$287,085.00
First Peninsula Contractors	$331,000.00

After reviewing the results, it is recommended that the City Council award the Police Garage Exterior Improvements Project bid to Vander Kodde Construction Co. Inc., for the estimated amount of $195,480.00. Staff are also requesting approximately 10% in a contingency, for the total project not to exceed $215,000.00, in the event of unforeseen issues that may arise as part of this project. Vander Kodde Construction Co. Inc. has a history of performing excellent work for the City and is also currently performing interior renovations at the Clean Water Plant.

Once approved from the City Council, it is anticipated that work will be completed by May 2024.

BUDGET IMPACT:
Sufficient funds have been budgeted in the Capital Projects Revolving Fund, Capital Outlay account 800-000-57300-975.000.

ATTACHMENT:
Contract Document

CITY OF
Wyoming
MICHIGAN

POLICE GARAGE EXTERIOR IMPROVEMENTS PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: VanderKodde Construction Co
[Name of contracting entity]
A Corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
441 44th St SW
[Contractor's street address]
Grand Rapids, MI 49548
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subContractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: _____, 202_.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the RFP as modified by the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

_____
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

_____

4. If this Contract is for a public improvement project costing $50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

_____

Contractor: VanderKodde Construction

By: _____
[Signature officer, director, or principal of Contractor]
Kyle VanderKodde | President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: January 4, 2024

STAFF REPORT

Date: January 10, 2024

Subject: Proposal for IT Organizational Assessment

From: Paul Gerndt, Director of Information Technology

Meeting Date: January 15, 2024

RECOMMENDATION:

It is recommended City Council accept a proposal from Dewpoint LLC for an Information Technology Organizational Assessment in the amount of $33,824 and authorize the City Manager to approve contingency expenses he deems necessary, for a total not to exceed $38,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The Information Technology Department is a service department for the entire city and its citizens. It is important that the City's service departments are staffed sufficiently and organized appropriately to support daily operations, respond to emergencies, and avoid operational disruptions. An organizational assessment is a cost-effective method to obtain expert guidance and aid in strategic planning for the Information Technology Department.

DISCUSSION:

The Information Technology Department was organized in fiscal year 2004 by the centralization of staff with IT duties from several departments. Originally 13.3 full-time equivalents, IT staffing has since fluctuated, generally trending downward until 2017 to its current employment level of 8.5 FTEs. The same 20-year period has brought a dramatic increase in the scope and complexity of IT functions, as well as the demand for IT services by City departments.

The City Manager directed that proposals be sought to conduct a holistic review of the IT department to:

- Assess the current IT organizational structure and operations in alignment with City needs and functions.
- Assess the current IT organizational structure and operations in alignment with industry best practices.
- Obtain feedback and determine partner perceptions of the IT Department.
- Assess the City's current long-term and short-term data storage, data management, and data protection practices.
- Evaluate and help determine appropriate staffing levels and succession plans.
- Provide guidance and recommendations on all the above

Outcomes from the report will be used to inform decisions related to the IT Department's organizational structure, staffing and succession planning, professional development, cloud adoption strategy, keeping pace with and better utilizing advances in technology, building capacity for innovation, and other related matters.

Thirty-six (36) companies received the City's RFP, and seven (7) companies responded by submitting proposals. Staff evaluated the proposals and interviewed three (3) companies to identify the company best suited to meet the City's needs. The proposals are summarized in the table below.

Company	Proposed Cost
Dewpoint, LLC	$ 33,824
Plante & Moran, LLC	35,040
Securance Consulting	40,500
Rehmann Technology Solutions, LLC	57,400
Berry, Dunn, McNeil & Parker, LLC	95,020
ReEngine Consulting, LLC	99,860
MGT of America Consulting, LLC	127,980

The proposal submitted by Dewpoint addresses the objectives identified by the City's RFP. Besides being low-bidder, Dewpoint was chosen because it is a Michigan-based company devoted to providing IT services and solutions. Dewpoint's proposal identifies a team of 10 professionals, greater than most other proposals, and provides several West Michigan public sector references. After interviewing the companies' representatives, Dewpoint is recommended as the best choice.

It is reasonable to believe that the assessment may identify contingencies that were not considered during development of the RFP; therefore, it is recommended that City Council authorize the City Manager, at his discretion, to authorize additional Dewpoint services up to an additional $4,176.

BUDGET IMPACT:

Sufficient budget exists in account 101-258-25800-801.000 (General Fund-Information Technology-Professional Services).

CITY OF WYOMING

RFP FOR INFORMATION TECHNOLOGY (IT) ORGANIZATIONAL ASSESSMENT

December 12, 2023, 11:00 am

Submitted By: Mike Coyne, Account Executive

mcoyne@dewpoint.com

300 S Washington Square #200
Lansing, MI 48933
P (517) 258.2750

Dewpoint

300 S Washington Square #200 Lansing, MI 48933
Dewpoint.com

December 12, 2023

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

The City of Wyoming has released an RFP for an Information Technology (IT) Organizational Assessment to identify a well-qualified vendor with first-hand experience delivering informative, actionable assessments for local governments. This undertaking is a testament to the City of Wyoming's mission of community, safety, and stewardship. The right partner will provide the City with industry knowledge, first-hand experience with local governments, and a vision for leveraging technology to improve the citizen experience. Enclosed in our proposal is the City's bid and addendum forms, our company profile and experience, IT organization assessment methodology, resumes, and pricing, as requested.

Dewpoint, LLC was formed in Michigan and is headquartered in Lansing. Like the City of Wyoming, we are committed to the stewardship of the solutions and services our clients trust us with. Our success is rooted in our commitment to meeting and exceeding our clients' goals. We have a rich history of working with local government clients, performing services ranging from IT assessments to fully managed services, to other consulting services such as CISO as a Service, and helping clients with network modernization and cloud adoption strategies. Our experts understand the unique needs of the public sector.

We look forward to the City's feedback on our proposed IT assessment solution described in this response. If the City has any questions regarding our response, Mike Coyne, our State and Local Government Account Executive, is our point of contact. Mike is a key member of our Account Executive team and has supported Michigan Government clients for over 23 years. He can be reached by phone at 517.331.0715 or by email at mcoyne@dewpoint.com.

This proposal is signed and authorized by Joe Findlater, Dewpoint's Senior Vice President. As requested, the pricing figures provided in this response will remain valid for 120 days.

Sincerely,

Joseph P. Findlater

Joe Findlater
Senior Vice President, Sales
Dewpoint, LLC

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Dewpoint

COMPANY QUALIFICATIONS

Briefly describe the company, its experience and qualifications to perform the requested work.

Dewpoint is a Lansing, Michigan-based company established in 1996 that provides IT services and solutions. Initially servicing the Lansing area, we've grown into a company with clients throughout the United States. We achieved this growth by ensuring our service delivery meets or exceeds our clients' goals and objectives, resulting in both repeatable clients and expansion of our IT services within a client's organization.

In January 2015, The 4100 Group (formerly GLM Holding Company) purchased Dewpoint as a wholly-owned subsidiary. Delta Dental of Michigan is the parent company of The 4100 Group. Under this arrangement, Dewpoint has maintained our autonomy and culture. We continue to run the company and support our clients as an independent company.

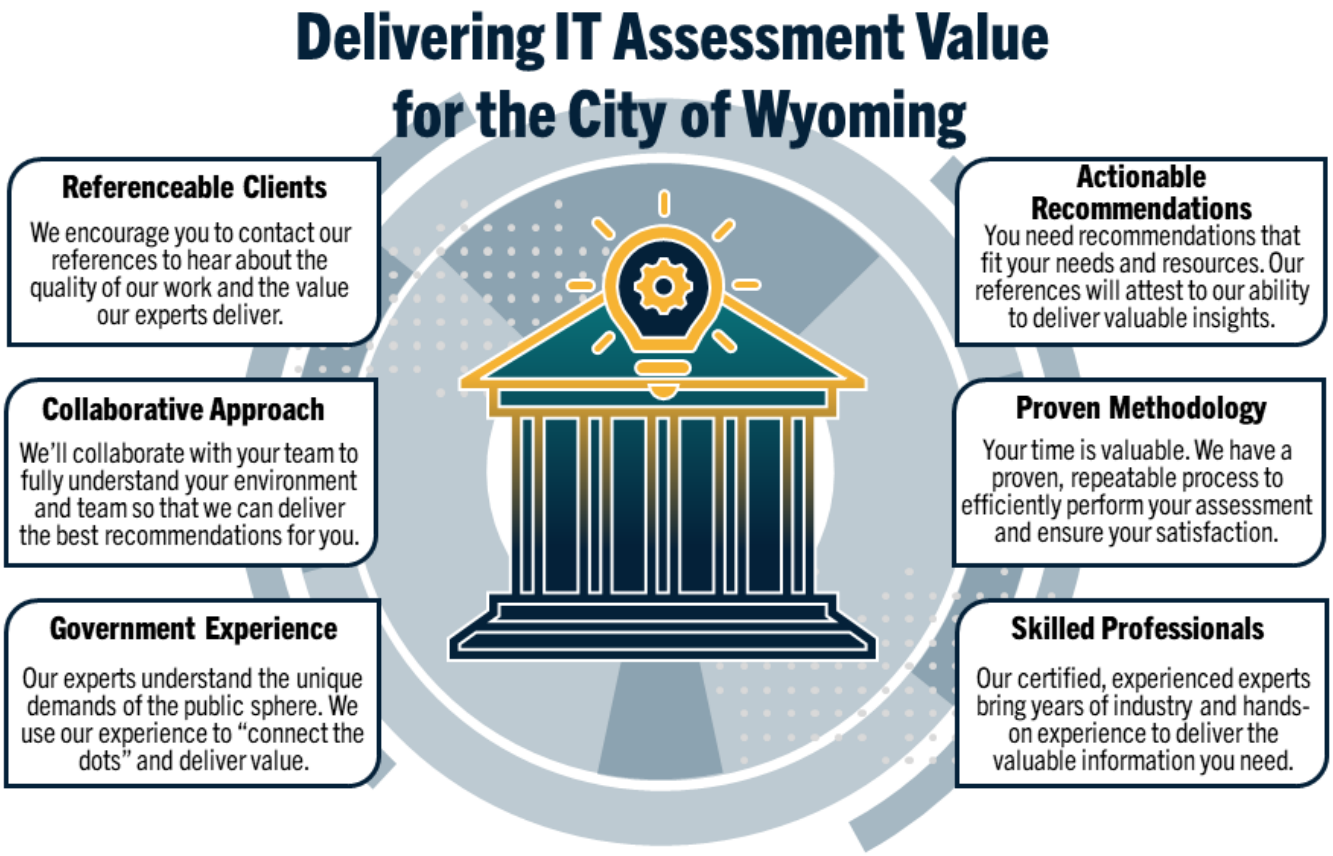
Dewpoint has been providing IT organization consulting services for over 20 years and has the people, processes, and technology needed to perform the City's assessment. Through Dewpoint's years of experience performing IT assessments, we have developed a proven process to ensure client satisfaction. Dewpoint provides "As-Is (current state) and "To-be" (future state) analysis based on interviews, as well as discussions with identified stakeholders. Our team of experts also performs an in-depth review of current documentation to determine gaps between the current state and opportunities for improvement by implementing future processes. Our goal is to help you:

- Meet key City and Departmental objectives
- Fortify IT and data security
- Improve IT governance and operations
- Promote staff development and succession planning
- Effectively leverage current investments and prioritize future investments

A cornerstone of performing assessments is developing a collaborative team with the City. Dewpoint strives to gain an in-depth understanding of the City through onsite and offsite meetings, facilitated sessions, and interviews. We come prepared with discussion agenda(s) and questionnaires in conjunction with our assessment experience to ensure the City's time provides valuable input into the review. Dewpoint's company tagline is "Making IT Personal." To our employees, this is more than just a company tagline; it is how we work by taking personal responsibility to achieve our clients' goals.

There are a lot of organizations with certified IT professionals. What differentiates Dewpoint is our experience working with local governments and our ability to translate IT best practices into clear, actionable recommendations that help the City deliver services to its citizens.

Figure 1. Benefits of partnering with Dewpoint for the City's IT Organizational Assessment



We encourage the City of Wyoming to talk directly to the client references we have offered in this proposal response. Their project scopes closely align with the assessment work the City of Wyoming is requesting. In each case, we expect our clients will describe our team members' personal commitment to completing assessment work in line with the scope and contract commitments. Each of our references found significant value in the assessment data our team of experts provided and have made positive changes in both their organizations and their connection to the government business they support.

We are confident that our team can do the same for the City of Wyoming.

ADDENDUM A – PROJECT TEAM EXPERIENCE & COMPETENCY

Identify the project team (roster) who will be assigned to conduct the service. Company's team should have broad knowledge and understanding of IT capabilities and the general skills required for an effective and high-performing IT department. Include all resumes, descriptions of expertise, disciplines, experience and qualifications.

Dewpoint's experts have the breadth and depth of IT experience to complete your requirements successfully. We specifically chose our team led by Jerry Steenson, Sr. Vice-President; Ernesto Cuevas, Sr. Solutions Architect; Noelle Rose, Project Manager, and John Varilek, Customer Success Manager (CSM), for this assessment (resumes included in Addendum G for proposal organization). As detailed in our response, our team of experts brings first-hand experience delivering comprehensive assessments to local governments.

Ongoing support is critical to our client partnerships. To that end, we assign a Client Success Manager (CSM) to all our engagements. Our CSM is critical in ensuring contracted deliverables are met and the City has an escalation point if needed. Dewpoint's John Varilek will serve as your Client Success Manager for the City of Wyoming and this particular project.

Jerry Steenson
Senior Vice-President Service Delivery

Jerry has 30+ years in IT, including a long career with Hewlett-Packard, serving in various roles such as Director of Global Operations, Chief Technology Officer, Global Service Delivery Executive, and Client Delivery Executive. He oversees the Dewpoint Service Delivery Team, providing leadership, establishing strategic direction, and meeting with clients to advise on current and future needs to help them on their IT journey. Jerry applies his knowledge to continuously improve Dewpoint's delivery services to gain efficiencies and ensure the technology meets clients' business needs. Jerry recently led the Dewpoint team responsible for our successful IT Assessment of Washtenaw County.

Ernesto Cuevas
Sr. Solutions Consultant

With over thirty years of IT experience, Ernesto provides innovative solutions for network management, network technology infrastructure, support, planning, capacity analysis, and implementation. Since joining Dewpoint in 2019, Ernesto has furnished technical, solution

development, and project management expertise for various projects. He advises on best industry practices for clients, analyzing the current client technology environment, governance, business value, and developing future state architecture. As a CyberAB registered practitioner, Ernesto regularly performs assessments, providing clients with actionable recommendations to improve their IT security and create a future state roadmap, including performing the assessments for our clients listed as references in this response. Before joining Dewpoint, Ernesto had a long career with EDS/HPE/DXC, successfully implementing several global network transformation projects.

Noelle Rose
Program Manager

As a certified Project Management Professional (PMP) with over 20 years of experience in the project field, primarily supporting IT projects, Noelle applies PMBOK guidelines to deliver projects on time, within budget, and meet project goals and objectives. She works with all organizational levels to ensure collaboration and obtain buy-in to achieve the project goals and objectives. Noelle is also a Certified Scrum Master, Microsoft Certified Professional, and Certified Prosci Change Management Professional.

Since January 2022, she has been the program manager for the DTMB Cyber Security Assessment Project. Noelle supported the assessments for 50+ FOC/PA county offices. Noelle has supported various large State of Michigan projects as a Project and Program Manager overseeing enterprise-level multi-year, multi-million-dollar projects. Noelle recently performed the Project Manager role for the Washtenaw County IT Assessment project.

John Varilek
Customer Success Manager

With over 35 years in the IT field, John focuses his proven organizational leadership skills on identifying process improvements to drive return on investment from technology solutions. In his current role, John ensures Dewpoint services are provided as contracted, striving to develop a successful client relationship by delivering results. He has also spent time as an Executive on Loan (acting CIO) to improve operations, create a three-year road map, and assist with locating and hiring a permanent CIO. Before joining Dewpoint, Hewlett-Packard employed him for over 31 years with roles ranging from an account manager, account executive, client delivery manager, and project manager. Today, John serves many SLED clients as CSM, including Eaton Rapids, Grand Rapids, and Hudsonville.

In addition, we included a synopsis of other possible team members to assist with the facilitated interviews and data analysis based on their specific expertise. Each individual has multiple years of local and state government experience and knows the skill sets and team it takes to deliver IT services.

Don Cornish
Chief Information Security Officer (CISO)

As a security expert, Don can quickly identify IT security risks and provide actionable recommendations to increase an organization's overall security posture. He has an extensive and diverse background in IT security architecture and consulting, from working with Fortune 500 companies, state and local governments, and small- to medium-sized business segments. Additionally, Don speaks at local conferences and webinars promoting cybersecurity practices. Don holds certifications in the following: Certified Information Systems Security Professional (CISSP), ITIL V3 Foundations, ISO 27001 ISMS Master Implementer, and SANS session 504: Hacking Techniques, Exploits & Incident Handling Certificate and Cybersecurity Maturity Model Certification – Registered Practitioner.

Matt Scott
Vice-President, Solutions

With over twenty-nine years in the IT field, Matt applies his real-world experience to assess clients' environments and make recommendations for improvements based on industry standards and his working knowledge of infrastructure solutions based on ITIL practices. In his current role, Matt oversees the presales IT technical team to develop customized client solutions to solve business issues. Before joining Dewpoint, Matt worked for Fortune 500 companies focusing on infrastructure solutions for global multi-million-dollar companies.

Ed Rowe
Sr. Solution Architect

Ed has over twenty years of experience in all aspects of technical architecture, cloud adoption strategy, delivery, migration, remediation, deployment, infrastructure support, and client support, working with multinational clients and teams. Having served as Delivery Manager for multiple accounts, both on the global and national levels, he has demonstrated the ability to lead projects, ensure the successful delivery of products, and guarantee results. Ed has a diverse background in technical and managerial areas, with experience in creating strategies and business management for delivering technical infrastructure projects and products.

John Wood
Solutions Architect

John has over twenty years of experience spanning the IT services delivery lifecycle. He has broad industry experience providing technical direction and implementing solutions for customers in the education, government, finance, and manufacturing sectors. In addition, John is experienced in installing, configuring, and supporting threat management and data and asset protection solutions, patch management, alert monitoring solutions, and content filtering solutions. John holds the following certifications: ITIL V3 Foundations Certified, Altaro VM Backup Professional, CompTIA A+ and Network+ Certifications VMware Certified Professional – Desktop and Mobility 2020 (VCP-DTM 2020), Microsoft Certified SC-900: Security, Compliance, and Identity Fundamentals.

Wade Prestonise
Infrastructure, Network, and EUC Manager

Wade has over fifteen years of IT experience, incorporating his technical background and customer experience to respond to client requests and quickly address and resolve issues. Wade's experience with local governments, including the City of Grand Rapids and Meridian Charter Township, allows him to administer Cityworks asset management services and assist clients with multiple software packages. He also oversees Dewpoint's Operations Center (NOC) to ensure Dewpoint meets clients' contractual obligations. As part of his current job responsibilities, Wade evaluates the existing staff to ensure they have the right skill sets and recommends additional training or mentoring. Wade's technical skills include but are not limited to ESRI ArcGIS (Desktop & Server), ESRI ArcGIS Online, ESRI ArcGIS Collector, Azteca Cityworks, Microsoft Office (XP 2013, 365), VMware Server Virtualization, Active Directory, MSSQL Server (20052012), MSSQL Reporting, BS&A Applications (Tax, Assessing, Utility Billing, Etc.), Windows Server 2003, 2008, 2012.

Scott Rosenbrook
Technical Delivery Manager

Applying his twenty-eight years of IT experience, Scott provides expertise in various server and hosting environments, utilizing IT to improve overall operational efficiencies. For the past five years, Scott has been the delivery leader for the City of Grand Rapids clients, overseeing the Dewpoint delivery team, acting as the client liaison and escalation point, and leading all IT delivery-related initiatives. He applies his broad range of IT experience to identify, recommend, and implement opportunities for improvement.

ADDENDUM B – LOCAL GOVERNMENT EXPERIENCE

Detail the company's years of experience and relevant details related to organizational consulting for IT departments/companies. Company must provide evidence of engagement with state and/or local government.

Since our inception in 1996, we have provided a full range of technology services. In 2005, due to the importance of State, Local, and Education clients (SLED), Dewpoint formed a division dedicated specifically to State and Local Government clients. Today, approximately 40% of Dewpoint's business is connected to state and local government clients. Our leadership team of account executives (2) and customer success managers (2) are dedicated to our government sales and delivery and have over 70 years of supporting government clients in Michigan.

The Dewpoint Team dedicated to our City of Wyoming IT Assessment solution is comprised of IT experts with a track record of successfully delivering projects for governmental organizations at all levels, from the state down to the county and city levels. Our experts are accustomed to dealing with stakeholders at all organizational levels. Our team's capacity to "connect the dots" is one of the key differentiators for Dewpoint. We understand existing government standards, common approaches to government IT organizational structure, and our government clients' modernization initiatives. With this experience, our team knows how to get things done in a government setting. Due to our structure and experience, Dewpoint staff typically need very little "ramp-up" time to begin Assessment projects for our government clients.

Our team is also close enough to the City of Wyoming to attend in-person meetings as needed. In our experience delivering assessment projects to our local government clients, we have found that client sponsorship of our work and the endorsement of our team to those who will be interviewed are key to assessment project success. We highly recommend a face-to-face kickoff meeting with all stakeholders to help achieve early trust between our team and your organization.

We have included four references below. We currently have contracts with the State of Michigan in several different departments, including the Department of Management, Technology, Budget, Department of Treasury, and Department of Health and Human Services and Licensing and Regulatory Affairs. Examples of our current local government contracts include the City of Grand Rapids, the City of Lansing, the City of Ypsilanti, the City of Eaton Rapids, the City of Brighton, the City of Hudsonville, and the City of Charlotte. Dewpoint also does business at the County level with contracts in Ottawa, Kent, Monroe, Washtenaw, and Oakland counties.

In addition to formal assessments, there are instances where we conduct informal organizational assessments to determine IT skills and organizational structure within a client's environment as they move to our IT-managed services. This effort is a key component of our pre-go-live due diligence. In those cases, we evaluate the current staff, conducting a skills analysis for possible transition to the Dewpoint team.

Our knowledge, references, and team demonstrate our ability to successfully manage IT projects for government clients. Dewpoint's company motto is "Making IT Personal." To our employees, this is more than a tagline; it's how we perform our daily work by taking personal responsibility to achieve our clients' goals and objectives.

References

Include a list of similar projects, services, or work the proponent has provided within the last 5 years including:

A. The name(s) of the proponent's client(s) or customer(s),

B. A description of the work performed,

C. A description of the overall project,

D. The date(s) the proponent performed the work, and

E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.

Oakland County, Michigan	
Contact Information	**Contact Name:** TJ Fields, CISO, Oakland County **Phone Number:** 248.858.0810 **Email Address:** fieldstj@oakgov.com
Project Dates	January 2020 – May 2020
Project Scope and Relevance to this RFP	**Project Scope** Oakland County contracted Dewpoint to perform a comprehensive assessment of IT governance, business-critical applications, infrastructure, security, and procurement. Assessment deliverables included a findings and recommendations report and a strategic technical roadmap aligning technology initiatives with Oakland County business objectives. Dewpoint leveraged our years of experience performing IT assessments and our assessment process, focusing on people, processes, and technology. The results helped Oakland County utilize

Oakland County, Michigan	
	technology for both current business objectives and desired future growth. **Experience Relevant to this RFP** Dewpoint provided Oakland County with data-driven information to make technology decisions based on an objective view of its current technical environment and organizational structure. Dewpoint brought our proven assessment processes to this project and a core team of well-qualified, senior resources with specific backgrounds and "hands-on" expertise spanning project management, infrastructure technology, application modernization, solutions design, and cybersecurity. The assessment components included: • **Independent Review** – an independent view of the current IT structure, providing recommendations for improvements • **Improved Planning** –a list of recommendations for short and long-term planning predicated upon Oakland County's IT budgets and established strategic plans • **Identified Critical Areas** – recommendations prioritized by areas of vulnerability • **Prioritize Investments** – assist Oakland County in focusing its IT investments on critical priority initiatives • **Project Management Oversight** – to facilitate interviews and data gathering and ensure the deliverables were created as committed.

Michigan Virtual		
Contact Information	**Contact Name:**	CEO Jamey Fitzpatrick
	Email:	jfitz@michiganvirtual.org
	Phone:	517.324.5360
	Contact Name:	VP Joe Freidhoff
	Email:	jfreidhoff@michiganvirtual.org
	Phone:	517.331.2008
Project Dates	March 2022 – May 2022	
Project Description and Dewpoint Role	**Project Scope** Michigan Virtual (MV) is a 501(c)3 organization whose mission is to advance both learning and teaching through research, practice, and	

Michigan Virtual	
	partnerships. MV offers supplemental online courses to middle and high school students, provides online and blended professional learning courses, conducts original research, and engages in consulting. The organization employs over 400 staff, with over half of these employees serving as part-time instructors for student courses. Michigan Virtual issued a Request for Quote (RFQ) seeking an experienced firm to examine and evaluate its information technology operations, including related organization structure, skill sets, policies, and practices. The desired outcome of this work was a detailed evaluation and analysis cumulating in a final report with prioritized and clear recommendations. Specific areas to address were the information technology organizational structure (job positions for increased role clarity, necessary talent and skill sets, and existing gaps), recommended reporting structures, identifying gaps in policies and procedures and how to close the gaps, and benchmark comparisons. **Project Experience** Dewpoint was competitively selected to perform the evaluation based on our prior experience, staff, and price. Our team consisted of an IT Assessment subject matter expert, Sr. solution architects, a security and network architect, and a project manager (PM). The Dewpoint team conducted 40 interviews and reviewed current documentation to assess each area. Furthermore, our PM provided regular updates to the MV Team. Dewpoint produced an Assessment Findings and Recommendations Report with each of the findings categorized by governance, staffing, and service delivery. Each key finding included recommendations and also high-level steps to implement. We also provided key benchmarks to compare current staffing levels to industry benchmarks. The report concluded with a prioritized roadmap to implement the recommendations. In addition, Dewpoint presented summarized details to critical MV stakeholders to allow them to ask clarifying questions and make sure the report met their expectations.

Washtenaw County, Michigan	
Contact Information	**Contact Name:** Jeff Rose, Information Technology Director, CIO **Phone Number:** 734.476.1739 **Email:**
Project Dates	June 2023 – October 2023
Project Description and Dewpoint Role	**Project Scope** Washtenaw County issued an RFP for an IT Organizational Assessment to identify an experienced vendor to perform a professional assessment of the County's IT department, including skills analysis, organizational structure, policies, practices, and evaluation of shadow IT. The desired outcome was to identify improvement opportunities and recommendations to support the County's continuous improvement of staff, skills, and performance and improved alignment of IT organizational and capacity with the demands and needs of the County's operations. **Project Experience** Dewpoint was competitively selected based on prior experience, staff, and price. Our team consisted of a Senior IT Assessment subject matter expert, Sr. solution architects, a security and network architect, and a project manager (PM). The Dewpoint team conducted over 40 interviews and reviewed current documentation to assess each IT functional area. Furthermore, our PM provided regular updates to the County team consistently measuring progress to our committed schedule. After the interviews, data collection, and data review work was completed, the Dewpoint team produced a detailed Assessment Findings and Recommendations Report categorized by the functional teams inside of the Washtenaw IT department. Each functional team's assessment included high-level findings for their current state of operations as well as recommendations and expected results. We also provided key benchmarks to compare current staffing levels to industry benchmarks. The report included a four-year suggested roadmap to achieve the County's stated goals and align with industry benchmarks. In addition, Dewpoint presented summarized details to critical County stakeholders including County political leaders to allow them to ask clarifying questions and make sure the report aligned with Washtenaw's expectations and to ensure that our findings and recommendations were easily understood.

Grand Rapids Public Library		
Contact Information	**Contact Name:**	Douglas Start, Information Technology Director, City of Grand Rapids
	Phone Number:	616-387-9339
	Email:	dstart@grand-rapids.mi.us
Project Dates	January 2023 – March 2023	
Project Description and Dewpoint Role	**Project Scope** The City of Grand Rapids contracted Dewpoint to perform a comprehensive IT assessment of the Grand Rapids Public Library (GRPL) to evaluate the current environment's readiness to move into the centralized IT support model provided by City IT to many City of Grand Rapids departments. The GRPL's goal was to identify opportunities to modernize and align with their stated goal of being a transformational partner in the Grand Rapids community. Dewpoint leveraged our years of experience performing IT assessments and our proven assessment process to conduct the assessment and build the findings report. **Project Experience** Dewpoint produced an assessment findings and recommendations report with each of the findings categorized by governance, technology, security, and applications. The assessment included interviews with over a dozen key stakeholders from GRPL. Each key finding included recommendations and also high-level steps to implement. We also provided key benchmarks to compare current staffing levels to industry benchmarks. The Dewpoint team also produced a prioritized roadmap to implement the improvements as well as transform their organizational structure. In addition, Dewpoint presented summarized details to City and GRPL stakeholders to allow them to ask clarifying questions and make sure the report aligned with expectations.	

ADDENDUM C – PRICE SHEET

Bidders must provide the total cost of the project and a detailed schedule of hourly rates and estimated time commitments for all assigned personnel.
Bidder should propose the payment methodology as either progress payment or based on milestones. All progress payments or milestone payments will be made based on the progress of the work or milestone achieved as approved by the city.
In summary, Bidder should provide in their proposal:

- Detailed breakdown of hourly rates and estimated time commitments
- Total cost estimate for the project
- Progress or Milestone Payment selection & details

Title	Hourly Rate	Estimated Hours	Total Estimate
Senior Consultants (Ernesto Cuevas, Geoff Smiley, Ed Rowe, Don Cornish)	$170.00	154	$27,200.00
Supporting Consultants (Noelle Rose, John Wood, Wade Prestonise)	$138.00	48	$6,624.00
Executive Level Consultants (Jerry Steenson, Matt Scott, Scott Rosenbrook, John Varilek)	$0	120	$0
TOTAL PROPOSAL ESTIMATE:			$33,824.00

Attach additional sheets as needed.

Select One of the Following:

☐ Progress Payment (Attach detailed proposal)

☒ Milestone Payment (Attach detailed proposal)

Other Notes:

- Dewpoint is proposing a single milestone payment at the completion of the assessment.
- Dewpoint has the cost broken down in our model by Senior Consultant (our most technical team members), Supporting Consultants (our PM and technical resources that will support the Senior Consultants), and Executive Level Consultants.
- We are not invoicing the City of Wyoming for the Executive Level Consultants' time. These Executives will be key members of the delivery of this project. We do this to keep our Executives engaged with the delivery of our projects and maintain their skills. We also hope that it shows our personal commitment to doing this project the right way, with the right level of people, at an affordable price point.

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA): Dewpoint, LLC

ADDENDUM D – PROJECT TIMELINE & METHODOLOGY

Provide the company's proposed project plan, including project phases, timelines, and significant activities, including the company's expected use of city staff time. Include a detailed outline of the methods that will be used for data collection and analysis, conduction of meetings, communications, etc.

Dewpoint follows the Project Management Body of Knowledge (PMBOK®) for the project. Below are the high-level tasks and timeline.

Project Start-Up and Planning

Our project manager, Noelle Rose, develops the initial project schedule and provides regular project status updates on the overall progress (defined during project start-up). Following project management principles ensures the City and Dewpoint understand and agree upon the project goals and deliverables, provide clear focus and accountability, and provide accurate project status to identify, escalate and resolve issues and risks.

Furthermore, our project manager acts as the Single Point of Contact (SPOC) to coordinate the tasks and deliverables for the assessment. The SPOC oversees the evaluation to make sure the following tasks are completed:

- Identify and involve key stakeholders
- Coordinate Dewpoint consultants for on-site/offsite information gathering
- Schedule meetings (including the initial kickoff)
- Ensure reviews are completed
- Facilitate delivery of assessment output

We encourage the City to assign an SPOC to coordinate with Dewpoint.

Data Collection

Our process involves reviewing relevant documentation, budgets, records, and agreements and analyzing system data. Activities may include reviewing facilities, documentation, financial information, standards and procedures, contracts, system data, and interviews with the City's employees, vendors, third parties, and business users. The information gathering is a combination of on-site and remote work.

Our project start-up includes identifying specific materials required for review and candidates for initial interviews. We understand the City's team has day-to-day work to complete; thus, we conduct our activities to minimize workplace disruption. This includes:

- Establishing timeframes to contact individuals

- Developing agenda topics to cover
- Reviewing documentation before meetings and interviews to gain a better understanding of the current environment to ask specific, targeted questions

Phased Methodology and Timeframe

Dewpoint proposes a four-phased approach to complete this assessment, as outlined in Figure 2 below.

Figure 2. Proven assessment methodology and timeframe to deliver results

The team will assign specific dates to each task and deliverables during the project planning phase (before these activities start). The estimated timeline of eight (8) weeks is based on current information provided to Dewpoint. It is an estimate based on our ability to gather information from the City and participation in the process. Phase 3 of this timeline may be expanded or compressed depending on our ability to obtain the required data.

Status Reporting

As stated above, our Project Manager, Noelle Rose, uses the Project Management Body of Knowledge (PMBOK®) framework to ensure consistent reporting and communication. Dewpoint uses standard templates to log and report issues and risks. We also developed a status template (see Figure 3) as an easy-to-read, concise status snapshot. However, if the City has a specific status report format, we can also use that format.

Figure 3. Clear and concise status reporting

Dewpoint	Report Date	MM/DD/YYYY																	
	Project Name																		
	Project Lead																		
	Description																		
Project Status	Scope	Schedule	Client Relation	Resource	INSTRUCTIONS: At a minimum, describe the reasons for any Yellow and Red statuses below														
See R/Y/G/N Definitions in Instructions Tab and update as appropriate	G	G	R	G	Client Relation is red due to a delay in signing of SOW.														
INSTRUCTIONS: List up to 10 Project Milestones or Projects within your Program	Planned Start	Planned Completion	Revised Planned Completion	Actual Completion	Trend vs. Last Report	Current State	INSTRUCTIONS: Highlight the Cells Corresponding with your Start/Expected Finish												
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2023
					↓	In Progress/Behind	←												
					–														
					–														
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					–														
					–														
					–														
Escalated Risks and Issues - Description	R or I?	Owner	Mitigation/Notes				Major Accomplishments this Reporting Period												
							Next Steps												

Final Report Delivery

The final key component of the IT Assessment is preparing and presenting the findings and recommendations for the identified critical stakeholders. This report includes how the existing process operates and suggests improvements to move the City to a future state. The report will contain the sections required by the City:

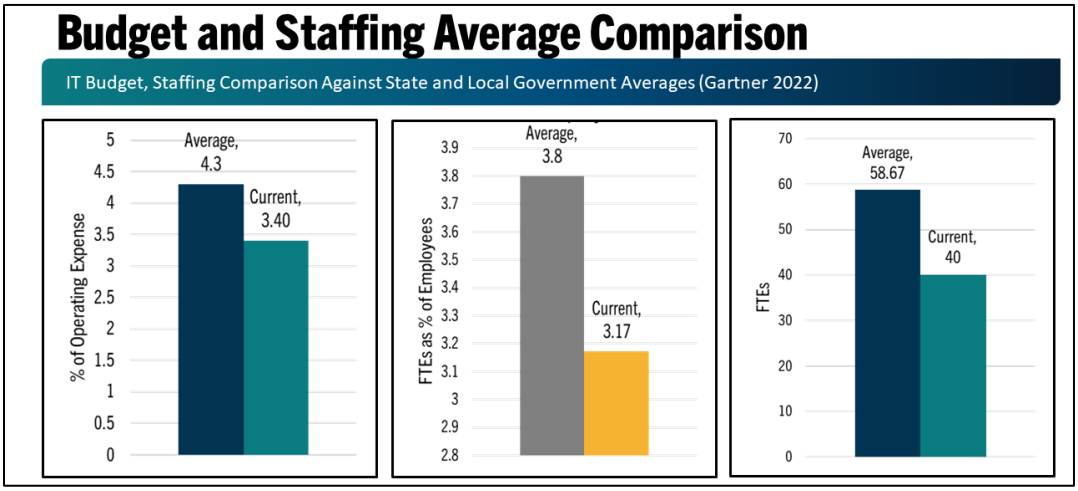
- Executive summary on the state of the overall IT Organization – visual snapshot with critical findings.
- Skills and Capacity analysis (strengths and gaps) with supporting evidence
- Assessment of Current Organizational Structure – comparison to industry benchmarks based on City size.
- Cloud Adoption Strategy- evaluate the current long-term and short-term data storage, management, and protection.
- Project Management - assessment of capacity and methods for onboarding and managing projects.
- Partner Perception- assessment of the business to the perception of the value by dept.
- Recommendations – a prioritized roadmap to assist the City in achieving established goals.

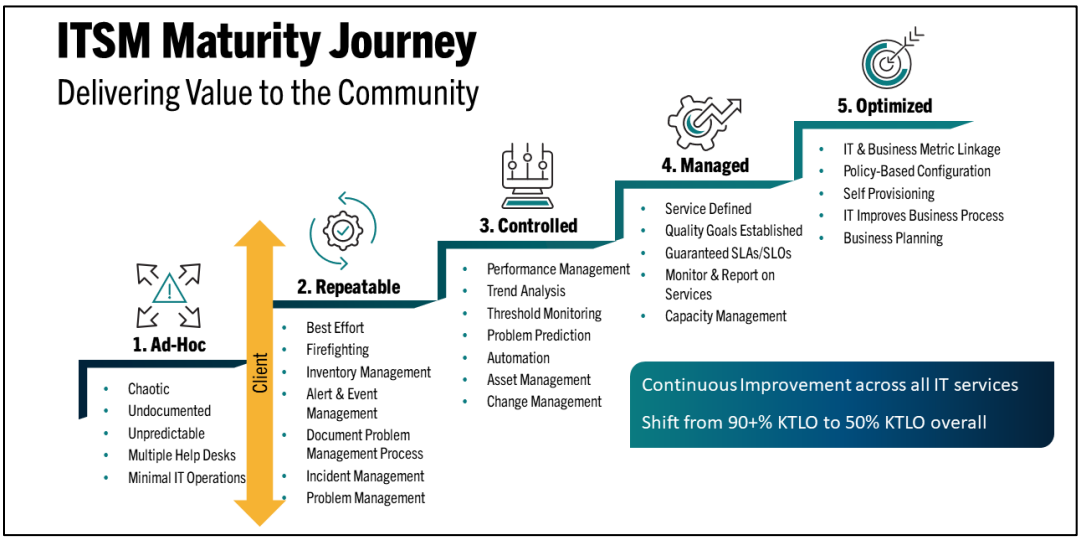
The most critical element in performing an IT assessment is having an experienced team that will deliver a report with clear and accurate recommendations. Dewpoint's experienced team possesses technical knowledge and hands-on government assessment experience to achieve this goal.

The relationship and feedback from our clients ensure the evaluation provides "real" value to achieve their business goals using IT. We work closely with our clients throughout our process to ensure their input is received, evaluated, and ultimately incorporated into the final report and presentation. Before issuing the final report, Dewpoint provides a draft assessment report for review and input.

Dewpoint also provides an oral presentation in PowerPoint format (Figure 4) to discuss our findings as well as answer questions that key stakeholders may have. We aim to ensure the City has the results to optimize the organization.

Figure 4. Clear, accurate assessment presentations





ADDENDUM E – PROPOSAL SUBMITTAL FORMS

BID/PROPOSAL FORM

Proposal for IT Organizational Assessment

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	YES	NO
Section 3 Certified Contractor?		X

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?		X

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	YES	NO
Woman Owned Company?		X
Minority Owned Company?		X

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA): Dewpoint, LLC

PROPOSAL SUBMITTAL FORM CONTINUED

Dewpoint, LLC
[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Joe Findlater, Sr. Vice President, Sales
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 12/11/2023

300 Washington Square
[Proponent's street address]

517.331.0715 (Mike Coyne, Account Executive
[Proponent's business phone]

Lansing Michigan 48933
[City] [State] [Zip]

517.881.4973
[Cell phone number(s) of person(s) signing for proponent]

joe.findlater@dewpoint.com
[E-mail address(s) of person(s) signing for proponent]

Limited Liability Company
[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

ADDENDUM - PROPOSAL FOR

INFORMATION TECHNOLOGY ORGANIZATIONAL ASSESSMENT

BID DUE: 11:00 AM; Tuesday, December 12, 2023

ADDENDUM #1

Price Sheet (replaces original from the RFP)
Proposal Questions and Responses

City Organization Charts

Page 1 of the Addendum shall be part of and be incorporated into this proposal.

Please complete this addendum and attach to your proposal. If your proposal has already been submitted, please return the addendum to the Clerk's Office in a sealed envelope with the name of the proposal written on the outside of the envelope.

Dewpoint, LLC		
COMPANY		
517.881.4973	Same	joe.findlater@dewpoint.com
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS (REQUIRED)
Joe Findlater	Joseph P. Findlater	12/11/2023
NAME (PLEASE PRINT)	SIGNATURE (REQUIRED)	DATE

ADDENDUM F – CONTRACT

IT ORGANIZATIONAL ASSESSMENT PROJECT CONTRACT
PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: Dewpoint, LLC
[Name of contracting entity]
A Limited Liability Company
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
300 Washington Square
[Professional's street address]
Lansing, Michigan 48933
[Professional's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Deliverables means the work products of Contractor's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: _____, 202_.

Proposal means Contractor's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Services or *Work* means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By:_____
Kent Vanderwood, Mayor

By:_____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor: **Dewpoint, LLC**

By: Joe Findlater, Sr Vice President, Sales
[Signature officer, director, or principal of Contractor]

Joseph P. Findlater
[Typed/Printed Name & Title of Person Signing for Contracto

Date signed: 12 / 11 , 2023

ADDENDUM G – RESUMES

Jerry Steenson

Senior Vice President, Service Delivery

Professional Summary

Over 25 years of experience in IT, including a long career with Hewlett Packard serving in various roles such as Director of Global Operations, Chief Technology Officer, Global Service Delivery Executive, and Client Delivery Executive. For the past five years, Jerry has been part of Dewpoint's strategic leadership team setting corporate direction, including delivery of services to the State of Michigan and several local municipalities.

Areas Of Skills and Expertise

- Talent Acquisition
- B2b Alliances
- International Relationships
- Business Operations
- Cost Control
- Business Architecture Development
- Regulatory Compliance
- Project Management
- Creative Problem Solving

Professional Experience

Senior Vice President, Service Delivery 2017 to Present

Dewpoint, Lansing, MI

- Responsible for Dewpoint Service Delivery Teams, overseeing State and local government and commercial client services.
- Provide Leadership by establishing strategic direction, participating in employee development, interviewing potential employees, and meeting with clients to advise on current and future needs.
- Strive for continuous improvements resulting in over 90% client retention and expansion from the initial contract.
- Set future company direction, including IT services, hardware, and software.
- Participate in the annual budget process and monthly financial reviews.

Director of Global Operations 2012 to 2016

Hewlett-Packard Enterprise (HPE)

- Served as the Global Delivery Lead to facilitate the international sales effort for USA applications and global core infrastructure services in a strategic sales center initiative.
- Piloted a transformation program with a global leveraged team to upgrade hosting, storage, monitoring tooling, and support processes to meet service improvement measures while condensing operating costs.

- Strategically allocated and built a team of 200 full-time employees to a single India delivery center to support infrastructure globally.
- Contributed to shaping the architectural direction to rationalize and modernize the legacy environments for an extended lifespan.
- Introduced DevOps in eCommerce sunrise-style applications and infrastructure to facilitate quicker, smaller release cycles delivering business value faster.
- Supported architecture and operational integration of customer's acquisitions, from single stores to their merger to double in size.
- Commanded a global team to augment service operations by slashing the number of business impacting outages by +15% for four consistent years while reducing time to restore service.
- Secured PCI compliance in the USA for five years in a row and SOC1 compliance in the EU for four years in a row; supported a customer to achieve SOX compliance for the first time in 2016.
- Employed focus, attentiveness, and reliability to orchestrate efforts to surpass margin targets for three consecutive years; supported revenue margin achievement for five years in succession.

Global Service Delivery Executive 2008 to 2011
Hewlett-Packard (HP)/Delphi

- Teamed up with the CTO and Account Applications Leader to introduce groundbreaking uses of technology for a client, including virtual desktop, private cloud, and data analytics to extend legacy environments and allow new development to go on the latest technologies.

Global Service Delivery Executive 2003 to 2007
EDS/Delphi

- Established the role of Delphi private utility global infrastructure management process to provide service excellence at competitive costs. Championed the development of global processes and support structures based on ITIL by interfacing with the client and different EDS support groups to achieve Delphi objectives.

Client Delivery Executive 2002 to 2003
Delphi Safety & Interior

- Spearheaded the organization's downsizing due to client business restructuring and divestitures while minimizing client satisfaction and operational excellence impacts.
- Preserved an account with the highest margin contribution percentage in Delphi from 1997-2003.

Operations Director 2001 to 2002
Delphi Safety & Interior

- Navigated sales to non-Delphi clients and administrated 27 direct reports and 82 matrixed reports to deliver world-class service to all clients.

Education

University of Nebraska Lincoln

B.S. Industrial Engineering (Chemical Engineering Concentration)

Certifications

- ITIL Foundations
- ITSMF Conference Chicago
- Leadership in the Global Enterprise
- Manufacturing Enterprise Leadership

Ernesto Cuevas

Sr. Solutions Consultant

Professional Summary

Sr. Solutions Consultant with over 30 years of professional Information Technology (IT) experience from infrastructure engineering to architectural roles, including personnel and business management. Transformed service delivery offerings for a Fortune 50 company to a global centralized management model, increasing overall productivity and standardization across the organization. Created and implemented IT standards across global enterprises as well as the public sector, and developed the processes to support them in alignment with ITIL recommendations, as well as evaluating cybersecurity practices against CIS Controls.

Consistent, strong Leadership in network design and implementation activities in support of business divestitures and mergers and acquisitions with minimum service disruption. Consulting services evaluating people, processes, and technologies, including creating technology roadmaps in alignment with the client's strategic objectives, governance and management models, and cybersecurity assessments as a CMMC Registered Practitioner (CMMC- RP). Mentored personnel over many years, within and outside the organization, with a strong understanding of cultural and global diversity benefits and challenges. Bilingual English-Spanish.

Professional Experience

Sr. Solutions Consultant May 2019 to Present

Dewpoint

- Provide technical, solution development, and project management expertise to various projects throughout the firm.
- Advise on best industry practices for clients and internal Dewpoint.
- Analyze current state client technology environment and develop future state architecture.
- Provide Assessment services against industry standards and security frameworks such as CIS and CMMC practices.

Engineering/Consulting Architect October 2017 to Present

AT&T Inc. (Transition from DXC to ATT per company agreement)

Client: Delphi/Aptiv

- Lead Network Engineering Support for Delphi services.
- Support Delphi Account as Network Consultant / Architect.
- Lead the effort from a network consulting perspective for a large company spinoff.

Engineering/Consulting Architect September 2016 to September 2017

DXC Technology

Client: Delphi/Aptiv

- Provided Lead Engineering Support for Delphi services transition back to HPE/DXC.
- Supported Delphi Account as Network Consultant / Architect.

Engineering/Consulting Architect September 2014 to September 2016
HPE, Inc
Client: Various

- Provided Lead Support for HPE clients such Altria, Procter and Gamble and Allison Transmission, in addition to general support for Delphi.

Global LAN Tower Lead April 2012 to April 2014
HPE, Inc.
Client: Delphi

- Extended Role in Support of HP Delphi Account in addition to Network Operations Manager within Account.

Global LAN Network Operations Manager/Delphi Account July 2010 to March 2012
HP, Inc.
Client: Delphi

- Global Role responsible for client relations and account management.
- Set up and implemented processes and provided technical direction.
- Performed network support role on a global basis.
- Responsible for escalation and ensured SLA Compliance.
- Led the integration for Remote Infrastructure Operations services into the account.
- Acted as Resource coordination via Regional Leaders.

Line of Service Management/Technical Leader June 2007 to June 2010
CSC.
Client: Delphi Americas

- Responsible for LAN technical services across Americas.
- Performed support role on LAN global basis.
- Responsible for escalation and ensured SLA Compliance.
- Led the integration for Remote Infrastructure Operations services into the account.
- Responsible for client relations and account management.
- Coordinated personnel.
- Line of Service Lead for LAN Services.
- Role expanded to cover two additional areas for the Delphi Account with similar overall responsibilities.

Infrastructure Specialist/Network Engineer 1992 to 2008
EDS

Infrastructure Specialist Sr. (2005 to 2007)

- Responsible for LAN technical services across Americas

Infrastructure Specialist (2000 to 2005)

- Provided LAN Engineering & Support

Network Engineer (1992 to 2000)

- LAN Engineering & Support

Representative Accomplishments

For the roles above, achievements included the following:

- Led Several Client Network Divestitures / Spin-Offs.
- Led Several Network Transformation projects.
- Led Several Support Transition projects.
- Managed Clients' first SONET MAN OC-3 Implementation.
- Designed and implemented Client's first Catalyst 6500's / 8500's network upgrade implementation. This involved approximately 3,000 user ports provided in a 10,000-port campus.
- Managed the overall estimate and design of the client's US network infrastructure facilities including 50+ sites.
- Managed migration from former remote management group in year 2000 to another centralized management group. Savings associated with such action exceeded the $1M over the extent of the project.
- Participated in Vendor Maintenance Rationalization Project producing over $1M savings for end client.
- Identified cost savings for end client through Circuit Rationalization activities.
- Managed Client Global Network Enrollment and Remote Management Project. This activity included service for more than 150K end user ports.
- Performed network Infrastructure Separation Project for main client and former parent company. The project included data collection and analysis of several thousand events and firewall rules implementation.
- Participated in Network Infrastructure Upgrade for largest Client Site including several buildings with 15000 user ports and VoIP capabilities. Responsible for Design and Implementation portion. Overall project value exceeded $8M. Originally targeted for 1.5 years to implement, however, completed in less than 10 months.
- Support Client's WAN Migration activities from one provider to another.
- Support Client's WAN Migration activities from Frame-Relay to MPLS.
- Created process and technical implementation for Intrusion Detection/ Protection Technology. Infrastructure Implementation of Cisco Secure and Integration with Active Directory. Client utilized created infrastructure as a standard for global deployment of centralized authentication services.
- Implemented wireless standards and LEAP Authentication Protocol across client network infrastructure.
- Created the first set of procedures utilized by the clients' current IP readdressing project.
- Created the first set of procedures / roles and responsibilities for the network remote monitoring and management group. These procedures, while modified over time, are still in use.
-

Education

Georgetown University, Washington D.C.
M.S. Technology Management (Ongoing)

Massachusetts Institute of Technology (MIT), Cambridge, Massachusetts
Cybersecurity for Managers

Universidad Autónoma de Nuevo León, Mexico
Bachelor's degree in Electronics and Communications Engineering

Professional Certifications

Cybersecurity Maturity Model Certification (CMMC)

- Registered Practitioner
- CMMC-AB

Information Technology Infrastructure Library

- ITIL Foundation
- ITIL Release and Control

Test Instrumentation/Analysis

- Sniffer University: Intro. to Network Analysis
- Sniffer University: Upper-Layer Protocol

LAN/WAN/Routing

- Introduction to Cisco Router Configuration
- Cisco Catalyst 5000 / LAN Switch Configuration
- Advanced Cisco Router configuration

Network Management

- Cisco Enterprise Network Management

Additional Training

- HP Unix Fundamentals
- Proposal Workshops
- Systems Life Cycle
- Project Management
- Cycle Time Reduction
- Project Solving and Decision Making
- Team Building
- Practical Quality
- Human Resources Program

Cisco Certifications

- CCNA
    - (Legacy circa 2000)

Rapid 7

- Certified Technical Sales Associate (IDR)

Fortinet

- NSE 3

Recent Professional Education

MIT - Massachusetts Institute of Technology / Sloan School of Management

- Cybersecurity for Managers: A Playbook (2021)

Noelle Rose, PMP, CPT

Project Manager

Certified Prosci® Change Management Professional

Professional Summary

Program/Project Manager with experience across an array of business and Information Technology (IT) projects. As a Certified Prosci® Change Management Professional and Project/Program Management Professional (PMP), Noelle strives for excellence through the adoption of best practices. Vigilance to detail, proactive risk and issue management and the ability to communicate well through multiple media ensures consistent quality and assurance. Able to function effectively across organizational roles as a team leader, team member or autonomous role. Extremely self-motivated and enjoys solving problems through the application of experience and hard work. Strong commitment to customer service and an assertive personality with the ability to be an effective negotiator.

Professional Experience

Program/Project Manager 2019 – Present

Dewpoint – Consultant varies contracts

Michigan Virtual – Managed the team to bring Michigan Virtual to our Desktop Managed Services Umbrella. Worked with the IT manager on organizational change, schedule, risk/issue management, resources, and budget. Made sure she understood the importance to manage changes for the business and to minimize disruption. Using the Prosci Methodology, we assisted in creating communications that the manager sent out to prepare employees. Project completed on-time and within budget.

DHHS OCS Security Assessments – Worked with 58 county Friend of the Court and Prosecuting Attorney offices. Conducted Security Assessments using the CSAT Pro Controls and scoring. Provide a documented report and assisting with remediation consultation on items noted in the report. Schedule meetings with each county to interview and provide reporting. Tracked overall schedule. Provide monthly status to OCS (Office of Child Support). Will redo assessment on remediation items by end of 2024.

City of Grand Rapids – Provide general program/project management support on an array of software and infrastructure projects.

Enterprise Project Management Office (PMO) Program Manager February 2013 to 2019

Dewpoint –contracted to The State of Michigan

- Overarching responsibility and accountability for the activities of a specific Program such as Fraud, Policy Planning and Legal and MILogin (Secure Single Sign-On).
- All Program resources report up through the PMO Program Manager for the project work.
- Work directly with the Project Managers, Operational Leaders, and other Program Management Teams to adjust workloads of the projects.

- Communicate project status to customers and management, working closely in alignment with PMO Leadership.
- Responsible to guide, lead, and mentor the project managers.
- Responsible for team dynamics and accountability of the project managers and operational leadership team.
- Planning and assisting with the transition to each successive PMO release (e.g., resource plans, communication with customer).
- Responsible for the quality assurance review of every Project level Charter.
- Establishing and enforcing the use of the Program's Governance processes.
- Functioning as the Project Quality Engineer responsible for coaching and guiding the project team in the proper execution of Quantitative Management processes.
- Facilitates the Program Ownership Status Meetings and provides program and project status updates.
- Works as part of the Program Ownership and Program Leadership committees.
- Responsible for the timely resolution of all program and project level issues. No issue or change controls should exceed one week without clear action being documented and acted upon.
- Accountability and ownership of the PMO Program level project schedule.
- Facilitate and work closely with the Operational Leadership team to create and provide materials to be presented at Operational Leadership Committee meeting.
- Serve as key contributor to Statement of Work creation and procurement coordination.
- Monitoring team dynamics and team accountability related to delivery commitments.
- Identifying risk management actions that need to be included in the project schedule.
- Provide updates to Tactical and Operational status and management meetings.
- Working with the PMO Manager to coordinate and direct project resources.
- Providing an executive presence and attend executive committee meetings when required.

Project Manager – *Contracted to The State of Michigan*

- Hired directly by Dewpoint in 2013. Promoted to senior project manager and most recently to Program Manager.
- Worked on many highly visible projects. Largest project budget exceeding $22M.
- Successfully managed two HL7 messaging projects for Newborn Screening (Bloodspot, and Hearing) and one for general State of Michigan Lab testing. These three projects involved not only the State of Michigan but Hospitals, Qualified Organizations, and outside vendors. Combined budgets of over $8M.
- Managed Enterprise level projects for Inspector General's office and the Food Assistance Program. The Inspector General's office was to help detect Providers who were fraudulently either billing or prescribing to the Medicaid system. The Food Assistance Program (FAP) project was to detect people who are receiving Food Assistance that should not. The combined budget for these projects was over $12M.

- Organize meetings, budget, and schedule for State of Michigan as well as outside vendor. This vendor is located in North Carolina which made communication key to success.
- Provide weekly/monthly status reports to management and stakeholders.
- Also became PMO manager for the MILogin project. This project was Statewide and replaced the current Single Sign-on.

Project Manager
AIC, Project: HIE

- Contract through AIC to Dewpoint. Worked on multiple projects for the State of Michigan.
- Manage cross-functional team to implement new technology that will provide one point of truth for all people to go to for Health Provider Information. This will also enable people to see if the provider's license is current, where they practice, etc.
- Manage budget for the project which is over $3M for first phase.
- Project schedule includes multiple schedules since this project encompasses many other ongoing projects, making the creation and management of this schedule vital to the project's success.
- Worked with multiple departs to gather requirements and tasks.
- Provide weekly/monthly status reports to management and stakeholders.

Project Manager July 2011 to May 2012
Pool4Tool, Inc.

- Pool4Tool is a SaaS (Software as a Service) application. Managed implementation of this application in multiple companies.
- Upgrade and install new software for multiple companies, including Bayer, Inc (Canada).
- Gather and analyze customer requirements, showing return on investment (ROI), project schedule and end user training.
- Present to upper management details of project plan to get buy in.
- Consult with sales regarding cost estimating, based on analysis of project scope and duration. Created project plan and action lists. Once requirements were agreed upon, managed a team of international developers to make any necessary changes/enhancements to the program. Tested enhancements and received final approval from customers on new system.
- Worked with international customers residing in Austria and Germany.
- Demonstrate and train for the client all purchased modules of the software such as SRM/CRM (supplier and customer relationship management), RFQ and Invoicing, eAuctions, and PO Management, integrated with SAP. This included designing training program, training material, room arrangements and Lunch for training.
- Internally supported laptops, backups and created desktop standard for the office.

IT Consultant March 2008 to June 2011

- Consultant for Local Restaurant to upgrade their Point of Sale (POS) application and provide a system with the capability to communicate with Quick Books.
- Researched, conducted interviews and demos until an acceptable system that was affordable as well as expandable was located.
- Worked with company on installing and training workforce.
- Consultant for SPS (Structural and Precast Services) Inc., new construction erecting company to implement a shared server and store company files.
- Setup a VPN (virtual Private Network) along with training, configuring laptops, setup e-mail and continue to be their support.
- Researched and found the company very affordable Health Insurance.

Project Manager Consultant October 2007 - March 2008

Chaucer America

- Project lead for Pfizer Project leading the migration of Pharmacy document management system into one GDMS (Global Document Management Solution) for Pfizer Inc.
- Conducted an initial risk meeting with 25 team members to train on process and clarify the definition of risks vs. issues.
- Initiated and conducted weekly status meetings with top management from each respective department to review risks and issues.
- Developed and managed three project schedules incorporating project variables.
- Project involved the setup of a Citrix environment and coordination between three departments.
- Project lead for British Petroleum managing a $50m refurbishment project for BP (British Petroleum).
- Project included creating tracking reports for different phases of equipment arrivals and a schedule for factory acceptance tests. This tracking enabled the team to meet their goals of 85% on time delivery and testing.
- Created and designed a weekly reporting tool for upper management that enabled stakeholders to quickly ascertain the status of the project and major deliverables.

Various Roles December 2001 to August 2007

Pfizer

- Project Manager managing the scope, schedule, budget, issues, risks, change requests and communication plan for multiple projects.
- Technology Lead, leading the investigation of a new technology for a phase II and phase III clinical drug team.
    - Utilized Electronic Data Capture (EDC) to transmit information to the main database.
    - Ensured technology solutions were compatible with the company infrastructure.

  - Responsible for vendor selection.
- Project Lead for Data Standards Conversion responsible for migration of ongoing projects to the latest ICD-9 dictionary codes.
  - Managed the work of multiple contractors at various global locations including India, England, and New York. Teams varied in size from 10-20 people.
- Team Lead to improve review cycle time
  - Created a training program for teams and management to take advantage of improved process and cycle time.
  - Conducted train the trainer sessions that carried this process improvement across the company globally.
- Team Lead for FDA Presentation Setup
  - Managed contractors and vendors who supported investigator and FDA meetings.
  - Oversaw the IT equipment setup of FDA meetings with 100% customer satisfaction.

Various Roles December 1999 to December 2001
Kforce (Contractor for Pfizer)

- Analyzed helpdesk metrics, created and generated reports for management using Crystal Reports and MS Access.
- Team lead on upgrade from Windows 2000 to Windows XP.
- Created in house training programs to increase employee productivity and support new employee orientation.
- Answered support calls and provided desk-side support when necessary.
- Oversaw support queue and assigned tasks based on analyst expertise.
- Installed and supported Blackberry and IPAQ devices.
- Created training sessions for administrative personnel on Outlook calendaring and distribution lists creation as well as how to better utilize all of Netmeetings functionality.
- Installed company software and did fixes or replacements of equipment when necessary.

Education

Central Michigan University
B.S. Business Administration, Major: Human Resource

Certifications

- Certified Prosci® Change Management Professional – Certified 2023
- Project Management Institute: PMP Certification 2007
- Scrum Master Certified – June 2014
- National Healthcare Administration: CMAA 2009
- ACE Certified – Certified Personal Trainer
- Microsoft Certified Professional- MCP

Technical Skills

Development
HTML, C++, EDC

Databases
MS Access, MS SQL, Oracle, Oracle Clinical, SAS

Platforms
Windows XP / 2000 / NT / 98, Citrix, UNIX, Novell, NetWare TCP/IP

Software
MS Project, MS Office, Outlook/Exchange, Visio, Crystal Reports, Microsoft Office, Support Magic, pcAnywhere, Documentum, Service Center, CoreDossier 5.5.2, I*Net, Norton Ghost, MedDRA, eRoom, Insight, ARISg, Documetrix, Hypercam, NetMeeting, SharePoint, Peachtree, Backup Exe

John S. Varilek

Client Success Manager

Professional Summary

Senior leader with more than 35 years of information technology experience spanning multiple industries. Broad background in all aspects of IT leadership including delivery, consulting, sales, and client relationship management. Possesses strong leadership and sales skills coupled with innovative approaches required to achieve business results. Extensive experience working with C Level leaders from various industries. Excellent track record of driving client value and exceeding company goals.

Areas Of Skills And Expertise

- Client Relationship Development
- Large Deal Strategy and Execution
- Project Execution
- Business Development
- Territory Planning and Development
- Strategic Account Management
- Manufacturing Information Technology
- Business Consulting

Professional Experience

Client Success Manager June 2022 – Present
Dewpoint

- Ensure teams meet operational delivery objectives of contracts.
- Manage teams for appropriate staffing to deliver services.
- Monitor organizational cost objectives to ensure delivery teams are aligning with financial objectives.
- Review organizational delivery results for improvement opportunities, identifying efficiencies and growth objectives.

Insurance Practice Account Executive January 2019 – June 2022
Dewpoint

- Managed all aspects of the delivery of service for our commercial clients.
- Staffing, quality control, service level management, client relationship development, and contract management.

Service Deliver Manager April 2017 – December 2018
Dewpoint

- Managed all aspects of the delivery of service for our commercial clients.
- Staffing, quality control, service level management, client relationship development, and contract management.
- Consulting engagement:

- Spent five months as an Executive on loan to Delta Dental of Minnesota as acting CIO. Worked to improve operations, developed three-year roadmap & assisted with locating and hiring the new CIO.
- Lead an evaluation team for Renaissance Insurance to select a new group insurance management system reporting directly to the CEO.

Industrial Sales Executive November 2015 – March 2017
Hewlett Packard Enterprise

- Develop relationships with new and existing clients to understand their business imperatives finding creative ways to drive value through the delivery of the HPE portfolio.
- Closed $2m in year revenue
- Generated $250m in new opportunity pipeline
- CIO level relationship developed at 5 new accounts

Account Manager 2011 – 2105
Hewlett Packard Enterprise

- Lead client relationship and delivery functions for three Global Business Units on the Royal Dutch Shell Account.
- Responsible for generating $7m in organic growth through the introduction of new portfolio offerings. Managed the Upstream Business Unit client relationship and $13m P&L.
- Drove profit improvements through effective cost control and organic growth. Established new relationships to expand selling opportunities.

Client Sales Executive 2007-2011
Hewlett Packard Enterprise

- Responsible for $50M in annual total contract value for the US manufacturing industry.
- Lead sales pursuits for strategic outsourcing opportunities for the automotive, high tech and process industry segments.
- Won a highly competitive new logo pursuit for a major glass manufacturer hosting business valued at $20M.

Client Sales Executive 2005-2007
Electronic Data Systems

- Led all aspects of the 18-month competitive sales process for the manufacturing portion of General Motors 2006 outsourcing contest.
- Successfully secured a five year $250M outsourcing contract for the Network and OnStar organizations covering 300 sites in 40 countries.
- Achieved top honors sales performance.

Account Executive 1999-2005
Electronic Data Systems

- GM Pontiac Truck Assembly Plant - Responsible for the client relationship and delivery of all services of EDS' Manufacturing contract. Led the account team of systems professionals at the GM Truck plant responsible for:
- Led all day-to-day operations of the information technology needed to run the plant including the network, servers, desktops and manufacturing applications. Drove revenue increase of 20% and profit improvement of 15%
- Led the systems launch of GM's successful GMT800 vehicle program.

Account Executive 1996-1999
Electronic Data Systems

- GM Buick City Assembly Plant - Responsible for the client relationship and delivery of all services of EDS' Manufacturing contract. Led the account team of systems professionals at the GM car plant responsible for:
- All day-to-day operations of the information technology needed to run the plant including the network, servers, desktops and manufacturing applications.
- Led the implementation of multiple Lean Manufacturing systems implementations driving efficiency into the manufacturing processes and improving product quality.

Client Delivery Manager 1995-1996
Electronic Data Systems

- Managed the consolidation of multiple support organizations into a single efficient team structure. Responsible for a team of systems engineers that supported all Finance and Personnel systems utilized by Lansing Automotive. Over 10,000 employees and 30+ locations were supported.
- Led the development and deployment of several key systems across Lansing Automotive Division.
- Drove the total cost down through systems consolidation and process improvement.

Project Manager 1991-1995
Electronic Data Systems

- GMT410/430/480 Product Launch - Successfully managed the implementation of all IT systems required to build the new GMT4XX product line at the Janesville, Wisconsin assembly plant.
- Responsible for the development, deployment and management of key manufacturing systems in GM Janesville plant.
- Managed a team of nearly 100+ system engineers throughout the project
- All systems were delivered on time and within budget.

- Implemented a new local area network throughout the plant to facilitate efficient plant floor communications.

Education

Richland College, Dallas, TX 1981-1983
General Studies

University of Texas at Dallas, Dallas, TX 1983-1986
Business Management

Electronic Data Systems:

- **Sales Institute** 2000
  Multi-session program to develop sales professionals
- **Leaders Internship Program** 1989-1991
  Distinguished program to groom and grow EDS' future leaders
- **Other training programs** 1986-2010
  Strategic Negotiations, Executive Presentations, Advanced Communications, Stephen Covey Seven Habits, Business Planning

City of **Wyoming** Michigan

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616.530.7296 | Fax: 616.530.7200 | wyomingmi.gov

January 10, 2024

Subject: Zoning Board of Appeals (ZBA) Appointment – January 2024

Dear Councilmembers:

The Mayor and I continue to meet to discuss potential appointments to board and commission vacancies. A full list of vacancies is attached for your review. While we intend to present several recommendations at the February work session, this schedule would be problematic for an appointment to the ZBA, which is scheduled to meet before council could approve a new appointment. For this reason, we are sharing this recommendation in hopes that council can address this vacancy at the February 5 council meeting.

Board of Zoning Appeals – This board has two vacancies. Council will be asked to consider one new appointment (LaPlaca) while additional applications are reviewed for the remaining vacancy. Appointment of this member at the February 5 City Council meeting will ensure this applicant can be on-boarded and prepared to participate in the February 19 meeting of this board.

Please review and consider this recommendation. Please contact Mayor Vanderwood or me if you have any questions or concerns. I look forward to discussing this with you at the January 15 council meeting.

Sincerely,

Kelli A. VandenBerg

Kelli A. VandenBerg, City Clerk

Attachment

Board and Commission Expiring or Vacant Terms

Term Exp.	Member Name	Notes	Member interest?	City support?	Applications on File?	Notes/Recommendation
Board of Review - 3 members and 2 alternates, 3-year term (3 terms or 9 years), Appointed by Council						
1/31/2025	VACANT				Adam Cowan - Appt'd to P&R Robert DeKryger - Appt'd to CBA	
Community Development Committee - 9 members, 2-year term (5 terms or 10 years), Appointed by Council						
6/30/2024	VACANT				Derek Anderson - Appt'd to HBA	
6/30/2025	VACANT				Adam Cowan - Appt'd to P&R Robert DeKryger - Appt'd to CBA Tanell Hills Dylan Janisse Fladiana Lopez Molly Perez Megan Roche - Appt'd to HBA and TC	
Downtown Development Authority - 9 members, 4-year term (2 terms or 8 years), Appointed by Mayor, confirmed by Council						
1/1/2024	VACANT	Must own property within the DDA			No qualified applications on file	
1/1/2024	VACANT	Must own property within the DDA				
1/1/2026	VACANT	Must own property within the DDA				
Historical Commission - 9 Members, 3-Year Term (3 terms or 9 years), Appointed by Mayor, confirmed by Council						
6/30/2024	VACANT				Matthew Farris	
6/30/2026	VACANT					
Tree Commission - 7 members, 4-years term (2 terms or 8 years), Appointed by the City Manager, confirmed by Council						
6/30/2027	VACANT				No applications on file	
Zoning Board of Appeals - 7 members and 2 alternates, 3-Year term (3 terms or 9 years), Appointed by Council						
6/30/2025	VACANT		Yes	Yes	Steven Balk - Appt'd to OCC	Appoint LaPlaca
6/30/2026	VACANT				Kyle Brethauer - Appt'd to EDC Robert Kilgo - Appt'd to OCC & P&R Robert LaPlaca	