



DATE: SEPTEMBER 11, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO EXTEND AWARD OF ITB-W-0871; TESTING OF PFAS ON WASTEWATER INFLUENT AND EFFLUENT SAMPLES

The Purchasing Division concurs with the Waste Water Treatment Plant (WWTP) and recommends that City Council extend the award of Bid ITB-W-0871 for Testing of PFAS on Wastewater Influent and Effluent Samplets, to ALS Environmental (ALS) 3352 128th Avenue, Holland, MI 49424, for the first of three possible one-year extensions, at the same terms and conditions, in an annual amount not to exceed \$23,000.00.

On November 14, 2023, City Council approved an award to ALS to furnish Testing of PFAS on Wastewater Influent and Effluent Samples for a two-year period in the annual amount not to exceed \$23,000.00. There are options to extend the award for three additional one-year periods, with mutual consent of both parties.

The recommendation before your honorable body it to approve the first of three possible one-year extensions. The City's WWTP has been please with the work of ALS and are confident that they will continue to perform to the satisfaction of the City.

If approved by your honorable body, the award shall commence on November 17, 2025 and run through November 16, 2026.

Funds for this service are available in the WWTP Accont: 592-1580-74300.

Respectfully Submitted,

Signed by:
Craig Treppa
E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<small>Signed by:</small> <i>Kristen Butler</i> <small>70F0C39E1C142B...</small>	9/13/2025
Controller:	<small>DocuSigned by:</small> <i>Richard Fox</i> <small>CF2C773238C54C9...</small>	9/15/2025
MAYOR:	<small>Signed by:</small> <i>Lori M. Stone</i> <small>76FABF22E3214B9...</small>	9/15/2025

Item No.	Parameter	Matrix	Method Number**	Quantity	Unit Price		Amount
1	PFAS	Water	537**	100	\$ 230.00	per sample	\$ 23,000.00
2	Pickup Services, including mileage			30	NO BID	per event	NO BID
3	Method Number used by Bidder	METHOD 537 MODIFIED					
ONE-YEAR GRAND TOTAL:							\$ 23,000.00
TWO-YEAR GRAND TOTAL:							\$ 46,000.00



PUBLIC SERVICE DEPARTMENT
WASTE WATER TREATMENT PLANT
32360 Warkop
Warren, Michigan 48093
(586) 264-2530
www.cityofwarren.org

MEMO TO: Mr. Craig Treppa, Purchasing Agent
Office of the Controller

FROM: Donna Dordeski, P.E., WWTP Division Head

SUBJECT: **Recommendation for a one (1) year extension of ITB-W-0871, Testing of PFAS in Wastewater Influent and Effluent Samples, to ALS Environmental, 3352 128th Avenue, Holland, MI 49424 for a term commencing on November 17, 2025 thru November 16, 2026, in the total award amount not to exceed \$23,000.00**

DATE: 9/4/25

The existing two (2) year agreement term with ALS Environmental (ITB-W-0871) for testing of PFAS in wastewater influent and effluent samples, is expiring on November 16, 2025.

The WWTP desires to continue utilizing services from ALS Environmental for testing of PFAS in wastewater influent and effluent samples, for an additional one (1) year term.

ALS Environmental has agreed to the one (1) year extension under the terms of ITB-W-0871, which allows for three (3) additional one (1) year extensions after the original two (2) year term.

It is being respectfully requested that the existing agreement for ITB-W-0871, Testing of PFAS in Wastewater Influent and Effluent Samples, to ALS Environmental, 3352 128th Avenue, Holland, MI 49424 be extended for the first of the allowable three (3) additional one (1) year terms (11/17/2025 thru 11/16/2026), as stipulated in the terms of the original award for ITB-W-0871, in a total award amount not to exceed \$23,000.00.

Please take the steps necessary to seek authorization to approve extension of the agreement ITB-W-0871, Testing of PFAS in Wastewater Influent and Effluent Samples, to ALS Environmental, 3352 128th Avenue, Holland, MI 49424 for an additional one (1) 1-year term (11/17/2025 thru 11/16/2026), on the same terms and conditions as the original award for ITB-W-0871, resulting in the total award amount for the additional 1-year term not to exceed \$23,000.00.

Funds for the requested one (1) 1-year term extension (11/17/2025 thru 11/16/2026) in the amount not to exceed \$23,000.00 will be made available from the FY26 and FY27 Budgets, WWTP Account 592-1580-74300.

ALS Environmental, ITB-W-0871 Testing of PFAS in Wastewater Influent and Effluent, 1-year Extension

Page 2

9/4/2025

Should you have any questions regarding this request, please do not hesitate to contact me.

Respectfully,



Donna Dordeski, P.E.
WWTP Division Head

DD

cc: David Muzzarelli, Public Service Director

attachment: copy of ITB-W-0871 bid pricing for ALS Environmental

RESOLUTION

Document No: ITB-W-0871

Product or Service: Testing of PFAS on Wastewater Influent and Effluent Samples

Requesting Department: Waste Water Treatment Plant (WWTP)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

On November 14, 2023, Warren City Council approved an award of bid ITB-W-0871; for furnishing Testing of PFAS on Wastewater Influent and Effluent Samples to ALS Environmental, 3352 128th Avenue, Holland , MI 49424 for a two-year period in an annual amount not to exceed \$23,000.00. The bid document had options to extend the award for three additional one-year periods, with mutual consent of both parties.

The WWTP Division Head has determined that, in the best interest of the WWTP and the City, that the award be extended for the first of three possible one-year periods.

Funds are available in the following Account: 592-1580-74300.

IT IS RESOLVED, that the bid of ALS Environmental is hereby accepted by City Council to furnish WWTP Water Sample testing for the first of a potential three-year period, in an annual amount not to exceed \$23,000.00, with options to extend for two additional one-year periods, with mutual consent of both parties.

IT IS FURTHER RESOLVED, that the award shall commence on November 17, 2025.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Bid document

☐ Contract

X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2022.

Sonja Buffa
City Clerk



DATE: SEPTEMBER 11, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: ITB-W-1644; RECOMMENDATION OF AWARD TO FURNISH URINE DRUG & ALCOHOL TESTING SERVICES

The Purchasing Division concurs with the 37th District Court and recommends that Bid ITB-W-1644; to Furnish Urine Drug & Alcohol Testing Services, be awarded to Class A Training Center, LLC. dba Testing and Prevention, 43550 Elizabeth Road, Clinton Township, MI 48036, for a one (1) year period, with options to renew for five (5) additional one (1) year periods, at the same terms and conditions, in an annual amount not to exceed \$282,500.00.

On Wednesday, September 3, 2025 at 1:00 PM local time, electronic bids for furnishing Urine Drug & Alcohol Testing Services were publicly opened. Bids were solicited through the BidNet® (MITN) system. Seven (7) vendors responded with a bid, which are detailed on the attached bid tabulation sheets for your review.

The City specified that the awarded vendor must have at least one (1) site located within five (5) miles of the 37th District Court and must have multiple locations open on weekends and holidays for at least three (3) hours in the morning, at least three (3) hours in the evening on weekends, and at least one (1) location open in the evening on holidays.

The low bidder, Avertest, LLC dba Averhealth, did not meet these requirements as they did not offer at least one (1) site located within five (5) miles of the 37th District Court. In addition, Avertest, LLC dba Averhealth does not have multiple locations open on weekends and holidays for at least three (3) hours in the morning, at least three (3) hours in the evening on weekends, and at least one (1) location open in the evening on holidays.

The second low bidder, ADAPT Drug Testing, also did not meet these requirements as they did not offer multiple locations open on weekends and holidays for at least three (3) hours in the morning, at least three (3) hours in the evening on weekends, and at least one (1) location open in the evening on holidays.

Class A Training Center, dba Testing and Prevention, the third lowest bidder, meets all the requirements of the bid and has serviced the City for several years. Based on this, the 37th District Court is confident that Class A Training Center, dba Testing and Prevention will perform to the satisfaction of the 37th District Court.

If approved by your honorable body, this award will commence on October 1, 2025, or upon the official date of City Council approval, whichever occurs later, for a one (1) year period, with options to renew for five (5) additional one (1) year periods, at the same terms and conditions, in an annual amount not to exceed \$282,500.00.

Funds are available in the following Account: 101-1136-82240.

Respectfully Submitted,

Signed by:
Shanah Turner
D3220749F3AC487...
Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:
Craig Treppa
E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<div>Signed by: <i>Kristen Kunkle</i> F0F0C633E1C1426...</div>	9/13/2025
Controller:	<div>DocuSigned by: <i>Richard Fox</i> CF2C713236C94C9...</div>	9/15/2025
MAYOR:	<div>Signed by: <i>Lori M. Stone</i> 70F4B6F22E9214B9...</div>	9/15/2025

AS-READ BID SUMMARY

City of Warren One City Square Warren MI 48093		BID #: ITB-W-1644 BID DUE DATE: 9/3/2025 DEPT: Drug Court
Product or Service: FURNISH URINE DRUG & ALCOHOL TESTING SERVICES		
BIDDER	GRAND TOTAL	
* ADAPT DRUG TESTING	\$	268,000.00
** AVERTEST, LLC dba AVERHEALTH	\$	255,000.00
CLASS A TRAINING CENTER, LLC. dba TESTING & PREVENTION	\$	282,500.00
DSI MEDICAL SERVICES, INC.	SUBMITTED "NO BID"	
NATIONWIDE ELECTRONIC MONITORING	DID NOT ACKNOWLEDGE ADDENDUM #2, THEREFORE, BID NOT CONSIDERED	
NORTON MEDICAL INDUSTRIES	\$	887,000.00
ONSITE SUBSTANCE ABUSE TESTING - NEW FRONTIER COUNSELING SERVICES	\$	316,000.00
UNITED STATES DRUG TESTING LABORATORIES	\$	327,225.00

* ADAPT Drug Testing did not meet the requirements.

** Avertest, LLC dba Averhealth did not meet the requirements.

ITB-W-1644

ADAPT DRUG TESTING
AS-READ BID DETAIL

FURNISH URINE
DRUG AND ALCOHOL
TESTING SERVICES

ITEM	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
A.	Administer 7 panel, Random Urine Drug Tests and ETGs for Alcohol Test	10,000	\$ 16.00	\$ 160,000.00
B.	Administer 12 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 23.00	\$ 34,500.00
C.	Administer 16 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 49.00	\$ 73,500.00
GRAND TOTAL:				\$ 268,000.00

ITB-W-1644

AVERTEST dba AVERHEALTH
AS-READ BID DETAIL

FURNISH URINE
DRUG AND ALCOHOL
TESTING SERVICES

ITEM	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
A.	Administer 7 panel, Random Urine Drug Tests and ETGs for Alcohol Test	10,000	\$ 18.00	\$ 180,000.00
B.	Administer 12 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 22.00	\$ 33,000.00
C.	Administer 16 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 28.00	\$ 42,000.00
GRAND TOTAL:				\$ 255,000.00

ITB-W-1644

CLASS A TRAINING
AS-READ BID DETAIL

FURNISH URINE
DRUG AND ALCOHOL
TESTING SERVICES

ITEM	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
A.	Administer 7 panel, Random Urine Drug Tests and ETGs for Alcohol Test	10,000	\$ 17.00	\$ 170,000.00
B.	Administer 12 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 22.00	\$ 33,000.00
C.	Administer 16 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 53.00	\$ 79,500.00
GRAND TOTAL:				\$ 282,500.00

ITB-W-1644

NORTON MEDICAL INDUSTRIES
AS-READ BID DETAIL

FURNISH URINE
DRUG AND ALCOHOL
TESTING SERVICES

ITEM	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
A.	Administer 7 panel, Random Urine Drug Tests and ETGs for Alcohol Test	10,000	\$ 65.00	\$ 650,000.00
B.	Administer 12 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 69.00	\$ 103,500.00
C.	Administer 16 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 89.00	\$ 133,500.00
GRAND TOTAL:				\$ 887,000.00

ITB-W-1644

ONSITE SUBSTANCE ABUSE TESTING
AS-READ BID DETAIL

FURNISH URINE
DRUG AND ALCOHOL
TESTING SERVICES

ITEM	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
A.	Administer 7 panel, Random Urine Drug Tests and ETGs for Alcohol Test	10,000	\$ 22.00	\$ 220,000.00
B.	Administer 12 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 29.00	\$ 43,500.00
C.	Administer 16 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 35.00	\$ 52,500.00
GRAND TOTAL:				\$ 316,000.00

ITB-W-1644

UNITED STATES DRUG TESTING
AS-READ BID DETAIL

FURNISH URINE
DRUG AND ALCOHOL
TESTING SERVICES

ITEM	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
A.	Administer 7 panel, Random Urine Drug Tests and ETGs for Alcohol Test	10,000	\$ 24.24	\$ 242,400.00
B.	Administer 12 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 27.15	\$ 40,725.00
C.	Administer 16 panel, Random Urine Drug Tests and ETGs for Alcohol Test	1,500	\$ 29.40	\$ 44,100.00
GRAND TOTAL:				\$ 327,225.00

Purchasing Department

RE: Justification Letter for Drug Testing Bids

Dear Shanah Turner,

I am writing this **Justification Letter** recommending that the drug testing bid for the Warren Drug Court remain in place by Class A/TAPs Testing.

The Criteria for the Warren Drug Court Vendor's Hours and Locations Indicates: The Awarded Vendor Shall Have a Minimum of Four Locations within the Tri-County Area with at Least (1) Site be Located Within (5) Miles of the 37th District Court. Multiple locations Shall be Open on Weekends and Holidays for at Least (3) Hours in the Morning and at Least (3) Hours in the evening on Weekends. At Least one location Open in the evening on Holidays.

The first lowest bidder, **Avertest. LLC aka Averhealth**, does Not meet the bid criteria since they do not have a facility (5) miles from the Warren Drug Court. This Vendor also does NOT have evening hours on the weekends and does not indicate the Holiday hours. (Other than Roseville and Madison Hgts, all the other facility locations are West and South of the Warren Drug Ct.) The locations are in Pontiac, Farmington, Detroit and Dearborn. Although a specific part of the Tri-county area was not indicated in our Criteria, these locations are not suitable for our participants since they reside more North and East of the Tri-County Area. This will make the transmute by bus extremely difficult for our participants.

The second lowest bidder, **ADAPT**, does Not meet the bid criteria due to their facility location and hours. We had indicated in our criteria sheet that the weekend and holidays hours must be available in the "AM" and "PM". Their facilities only offer "AM" on Weekends and Holidays ONLY. The Criteria indicates that all (4) of the Vendor Locations must meet this requirement. This Vendor only has 4 locations, although they do have one being 5 miles from 37th District Court; the Taylor location is only open Monday and Thursdays each week and three additional random days including 1 day on weekend and on holidays. Another issue is the location of three of the other facilities is located in the Southeast Tri-County Area making the bus route a difficult task for participants who do not have a driver's license. Their locations are: Warren, Southfield, Taylor and Westland. With consistent issues with the bussing system, this transmute could take up to 3 hours for one participant to drug test. Another issue, is that Taylor and Westland locations use a color system at their facility. It is stated in the Criteria that the Vendor must use a system that does not notify the participant, in which a color system does just that. Therefore, two of those locations would not be allowed for our program.

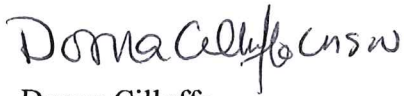
The third lowest bidder, our current testing facility **Class A/TAPs Testing**, not only meets our Criteria it also exceeds it. We have worked with this vendor for almost a decade now and have been satisfied with their overall services. They treat our staff and participants professionally and provide necessary documentation in a timely fashion. The location of their facilities focused North and East of the Tri-County area which is more suitable for our population of participants who reside in these locations.

Their locations are: Romeo, Clinton Twp, Sterling Hgts, Madison Hgts, St. Clair Shores and Troy. This helps our participants with the bussing routes as well as getting to the testing facility in a timely matter. The goal is to Avoid setting our participants up to fail this program. It is my concern, if we go with another facility, other than Class A/TAPs Testing, we will be doing just that.

Therefore, I am recommending we remain with Class A/TAPS testing. They are to be awarded \$282,500.00 annually. This award is for one (1) year, with options to extend for up to 5 (5) additional one (1) year periods, commencing on October 1, 2025.

The award amount will be taken out of **Account #1136-82240**

Sincerely,

A handwritten signature in black ink that reads "Donna Cilluffo" followed by a stylized "CNSW".

Donna Cilluffo
Project Director

CC:

A handwritten signature in blue ink that reads "Annette Gattari-Ross".

Annette Gattari-Ross
Cour Administrator

RESOLUTION

Document No: ITB-W-1644

Product or Service: Furnish Urine Drug & Alcohol Testing Services

Requesting Department: 37th District Court

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Electronic bids were accepted, publicly opened and read on Wednesday, September 3, 2025 at 1:00pm Local Time.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bid of Class A Training Center, LLC. dba Testing and Prevention, 43550 Elizabeth Road, Clinton Township, MI 48036, has been determined to be the responsible and cost-effective bidder to furnish urine drug and alcohol testing services, for a one (1) year period, with options to renew for five (5) additional one (1) year periods, at the same terms and conditions, in an annual amount not to exceed \$282,500.00.

Funds are available in account number: 101-1136-82240.

IT IS RESOLVED, that the bid of Class A Training Center, LLC dba Testing Prevention is hereby accepted by City Council for a one (1) year period, with options to renew for five (5) additional one (1) year periods, at the same terms and conditions, in an annual amount not to exceed \$282,500.00.

IT IS FURTHER RESOLVED, that the award shall commence on October 1, 2025 2025, or upon the official date of City Council approval, whichever occurs later.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☒ Bid document

☐ Contract

☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk



CITY CONTROLLER'S OFFICE
 ONE CITY SQUARE, SUITE 425
 WARREN, MI 48093-5289
 PHONE (586) 574-4600
 FAX (586) 574-4614
 www.cityofwarren.org

DATE: SEPTEMBER 11, 2025
 TO: MINDY MOORE, WARREN CITY COUNCIL
 SUBJECT: SOL-W-1659; RECOMMENDATION TO AWARD THE PURCHASE OF HOLIDAY DECORATIONS

The Purchasing Division concurs with the Beautification Commission and recommends that City Council waive the bid process and award the purchase of Holiday Decorations to Bronner's Commercial Display, 25 Christmas Lane, P.O. Box 176, Frankenmuth, MI 48734, in the total amount of \$29,997.00.

The Beautification Commission is recommending that City Council waive the bid process and award the purchase of holiday decorations to Bronner's Commercial Display in order to remain uniform with the existing decorations throughout the City. Bronner's Commercial Display is the sole proprietor for the design of their products in the State of Michigan (see attached).

If approved by your honorable body, the Beautification Commission will display these decorations on the existing light poles on Van Dyke Avenue, from 14 Mile Road to 11 Mile Road.

Funds are available in the following Account: 101-1793-96134.

Respectfully Submitted,

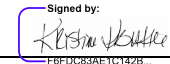
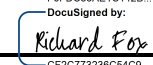
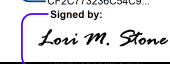
Read and Concur,

Signed by:

 D3220749F3AC487...
 Shanah Turner
 Assistant Buyer

Signed by:

 E610E2D7FFE5449...
 Craig Treppa
 Purchasing Agent

Approved By:	Signature	Date
Budget Director:	 F8FD083AEC1C142B...	9/13/2025
Controller:	 DocuSigned by: CF2C773236C54C9...	9/15/2025
MAYOR:	 Signed by: 101-K0P22E321659...	9/15/2025



BRONNER'S COMMERCIAL DISPLAY

25 Christmas Lane • P.O. Box 176
Frankenmuth, MI 48734-0176 U.S.A.

PHONE 800-544-6635
FAX 989-652-8678

www.bronnerscommercial.com

To: City of Warren
From: Bronner's Commercial Display, Frankenmuth, MI 48734
Re: Sole Provider
Date: September 8, 2025

The commercial displays quoted to the City of Warren Beautification Committee are a proprietary design created exclusively for Bronner's in Michigan. The original creative & CAD drawings are not available for use by any other companies in the State of Michigan.

These designs are proprietary and not available for lease or duplication by other manufacturers. Our production facility artists are trained in designing original artwork and CAD drawings to create displays used for commercial applications.

Questions regarding this matter may be directed to:
Craig Fick, Bronner's Commercial Sales Manager;
Craig.fick@bronners.com

Kristina Rubis, Bronner's Human Resources Manager;
Kristina.rubis@bronners.com

25 Christmas Lane Frankenmuth, Michigan 48734
1-800-544-6635



BRONNER'S COMMERCIAL DISPLAY

25 Christmas Lane • P.O. Box 176
Frankenmuth, MI 48734-0176 U.S.A.

800-544-6635
FAX 989-652-8678

www.bronnerscommercial.com

SALES ORDER

PAGE 1 of 1

Bill To:

DIVISION OF PURCHASING
CITY OF WARREN
SUITE 425
ONE CITY SQUARE
WARREN MI 48093
United States

Ship To:

WARREN BEAUTIFICATION
CITY OF WARREN DPW
12801 STEPHENS RD
WARREN MI 48089-4332
United States

Order Date:	08/15/2025	Customer#:	5744557PC	Salesperson:	Craig Fick
Cust. PO#:		Sales Order#:	SO866258	Ordered By:	MARILYN
Terms:	Net 30	Estimate#:	Estimate #EST8746		

Item	Item Note	Order	Price	Total
1041172 CANDLE WREATH WITH BOW 4.5'		43	664.00	28,552.00
1195822 FACE PLATE ONLY		43	0.00	0.00
COM1173-24X30 RED NYLON BOW 24" X 30"		43	0.00	0.00
1193456 32" QUICK RELEASE CLAMPS		129	0.00	0.00

Comments:

SHIPPING LOCKED AT \$1445; BRONNER'S TO ABSORB OVERAGE.

*

UPGRADED BANDING STRAPS INCLUDED AT NOT CHARGE.

*

Subtotal:	28,552.00
Shipping:	1,445.00
Sales Tax:	0.00
TOTAL:	29,997.00

Thank you for your order!

If you have any question regarding this order, please call our Commercial Sales Division @ 1-800-544-6635. No return without written authorization. All claims must be made within 10 days after receipt of goods. Finance charge of 1 1/2 % per month, 18% per annum on overdue accounts. 15 % restocking charge on all returned or cancelled orders. All shipping costs are the responsibility of the customer.



Beautification Commission
ONE CITY SQUARE
WARREN, MI 48093-5286

August 28, 2025

TO: Shanah Turner
Purchasing Agent

FROM: Marilyn Kay
Beautification Commission Secretary

In 2021, the Beautification Commission requested that the bid process be waived and the City award the purchase of Christmas decorations to the sole source provider, Bronner's Commercial Display, 25 Christmas Lane, P. O. Box 176, Frankenmuth MI, 48734-0176. We have been using Bronner's as the sole source provider since that time. Please refer to the enclosed letter for more information.

This year we are requesting that the City once again award the purchase of Christmas decorations to Bronner's as the sole source provider in the amount of \$29,997 with delivery charges included in the price. We will be placing these items on the light poles on Van Dyke from 14 Mile Road to 11 Mile Road.

By purchasing these decorations from Bronners, the City decorations will have a uniform look .

We are hopeful that you will find this information adequate and you are able to move forward with recommending this purchase for approval by the City Council.

This purchase will be paid from the following account: 101-1793-96134.

Thank you for your assistance in this matter,

Marilyn Kay
Beautification Commission Secretary
586-445-8971

RESOLUTION

Document No: SOL-W-1659

Product or Service: Furnish Holiday Decorations

Department: Beautification Commission

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Beautification Commission has determined that it is necessary in the interest of the Commission and the City, and to remain uniform throughout the City, to acquire Holiday Decorations from Bronner's Commercial Display, 25 Christmas Lane, P.O. Box 176, Frankenmuth, MI 48734, in the total amount of \$29,997.00.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in the following Account: 101-1793-96134.

IT IS RESOLVED, that the purchase of Holiday Decorations from Bronner's Commercial Display is hereby accepted by City Council in the total amount of \$29,997.00.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☐ Cooperative Bid Document
- ☐ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk



ONE CITY SQUARE, SUITE 425
 WARREN, MI 48093-5289
 PHONE (586) 574-4600
 FAX (586) 574-4614
 www.cityofwarren.org

DATE: SEPTEMBER 11, 2025
 TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
 SUBJECT: RECOMMENDATION TO AWARD THE PURCHASE OF UV LAMPS AND SUPPLIES TO TROJAN TECHNOLOGIES; SOL-W-1660.

The Purchasing Division concurs with the Waste Water Treatment Plant (WWTP) and recommends that City Council waive the bid process and award the purchase of UV Lamps and supplies to the sole source provider, Trojan Technologies Corp., 4310 44th Street S.E., Kentwood, MI 49512, in the total amount of \$156,081.80.

The WWTP, in December, 2010, upgraded their disinfection system at the plant to a Trojan 3000 Plus2007 Ultraviolet Light Disinfection System. This Trojan 3000 Plus UV System has been operating very effectively since its installation.

The system requires regular maintenance and replacement of wear and consumable parts, such as lamps, ballasts, wiper cylinders, and other associated parts that are necessary in order to keep the system operating.

Trojan Technologies provides a lifetime disinfection guarantee that the proprietary UV System will always meet the specified level of disinfection required by the National Pollutant Discharge Elimination System (NPDES) permit as long as regular maintenance is performed, as specified, using genuine Trojan replacement parts.

Therefore, please consider Trojan Technologies as a sole-source provider (see attached) for the City's UV system replacement lamps and other parts that are necessary for the WWTP staff to perform the required maintenance on the UV system in the total amount of \$156,081.80.

If approved by your honorable body, payment shall be remit to Trojan Technologies Corp., P.O. Box 411691, Boston, MA 02241-1691.

Funds for these expenditures are available in the 2025 Capital Outlays Account: 592-9047-98080.

Respectfully Submitted,

Read and Concur,

Signed by:

Shanah Turner

D3220749F3AC487...


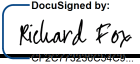
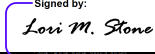
Shanah Turner
 Assistant Buyer

Signed by:

Craig Treppa

E610E2D7FFE5449...

Craig Treppa
 Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<p>Signed by:</p>  <p>FOR DISCLOSURE TO 1428...</p>	9/13/2025
Controller:	<p>DocuSigned by:</p>  <p>FOR DISCLOSURE TO 1428...</p>	9/15/2025
MAYOR:	<p>Signed by:</p>  <p>FOR DISCLOSURE TO 1428...</p>	9/15/2025



08/19/2025

Trojan Systems: UV3000Plus07 – Sole Source

To Whom It May Concern:

In the Engineered Submittal Package for the Trojan System, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

For the equipment guarantee, system warranty, and parts warranty to be maintained, it is imperative that the appropriate Trojan certified onsite service is performed along with genuine components and replacement parts are to be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, Acti-clean Gel, printed circuitry, etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming and onsite service is unknown and not Trojan certified.

In order to keep the equipment performance guarantee, system warranty, and parts warranty intact, it is required that genuine specialized system component(s) and onsite service are solely purchased and contracted from Trojan Technologies. Trojan Technologies genuine parts can only be purchased directly through Trojan Technologies and no third parties are authorized to provide genuine Trojan Technologies parts.

Best regards,

TROJAN TECHNOLOGIES

Fady Alaloul | Regional Account Manager - Aftermarket Parts Sales

(226) 268-7263

midwestus@trojantechnologies.com



QUOTATION
QM0002971

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Sold to
CITY OF WARREN
ONE CITY SQUARE
SUITE 425
Warren MI 48093-5292
UNITED STATES

Ship to
CITY OF WARREN WWTP
32360 WARKOP
Warren MI 48093-1044
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms : DELIVERED DUTY PAID
Carrier/LSP :

Internal Sales Rep : Fady Alaloul
Customer No. : 100002619
Reference :
Quote Date : 08-18-2025
Quote Expiry Date : 10-30-2025

Customer contact: Lloyd Rudolph
Phone number: 586-264-2530 ext 8416
Email OA: lrudolph@cityofwarren.org

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-ORD LAMP P, GA64T6HE ANGLE BASE	200.00	451.90/	EA	451.90 90,380.00	0.00% 0.00	90,380.00
20	316144P O-RING, SLEEVE SEAL UV3+ 10PK	20.00	3.45/	EA	3.45 69.00	0.00% 0.00	69.00
30	901507 CLEANER, ACTICLEAN GEL 4X4L	1.00	408.75/	CS	408.75 408.75	0.00% 0.00	408.75
40	914374-006GF PLUG, UV3+ PDC MODULE 6' GF	15.00	603.30/	EA	603.30 9,049.50	0.00% 0.00	9,049.50
50	914343 RECEPTACLE, UV3+ PDC	15.00	247.60/	EA	247.60 3,714.00	0.00% 0.00	3,714.00
60	316505-096X LAMPHOLDER, AMLG ANG UV3+ 96"X	64.00	107.65/	EA	107.65 6,889.60	0.00% 0.00	6,889.60

**QUOTATION****QM0002971**

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
 TROJAN TECHNOLOGIES CORP
 4310 44th St SE
 Kentwood, MI 49512
 USA
 T: 1-866-388-0488
 www.trojantechnologies.com

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
70	316136-004 SLEEVE, QTZ UV3+ 28x25x19584PK	2.00	625.60/	EA	625.60 1,251.20	0.00% 0.00	1,251.20
80	917111 BOARD KIT, UV3+ CCB G2	2.00	3,133.55/	EA	3,133.55 6,267.10	0.00% 0.00	6,267.10
90	931088 BOARD, UV3+ CCB EXPANSION	6.00	848.65/	EA	848.65 5,091.90	0.00% 0.00	5,091.90
100	326411 CYLINDER, WIPER UV3+ GEN 2	7.00	2,462.75/	EA	2,462.75 17,239.25	0.00% 0.00	17,239.25
110	917067 LAMP DRIVER, 2 X 240W SMD	8.00	1,209.00/	EA	1,209.00 9,672.00	0.00% 0.00	9,672.00
120	327027P FITTING, INTER-WIPER UV3+ 10PK	20.00	13.45/	EA	13.45 269.00	0.00% 0.00	269.00
130	907624-04M186BK HOSE ASSY,UV3+1/4"EXT M 186 BK	2.00	258.00/	EA	258.00 516.00	0.00% 0.00	516.00
140	907624-04M102BL HOSE ASSY,UV3+1/4"EXT M 102 BL	5.00	249.00/	EA	249.00 1,245.00	0.00% 0.00	1,245.00
150	907624-04F107BK HOSE ASSY,UV3+1/4"RET F 107 BK	3.00	327.50/	EA	327.50 982.50	0.00% 0.00	982.50
160	907624-04F181BL HOSE ASSY,UV3+1/4"RET F 181 BL	6.00	295.00/	EA	295.00 1,770.00	0.00% 0.00	1,770.00
170	SURCHARGE SURCHARGE	1.00	/	EA	0.00 0.00	0.00% 0.00	0.00



QUOTATION
QM0002971

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Line	Project Item Description	Quantity	Price Discount %	Unit	Net Price Net Amount	Tax Rate Tax Amount	Amount
180	FREIGHT FREIGHT & HANDLING Freight Quote: 9695	1.00	1,267.00/	EA	1,267.00 1,267.00	0.00% 0.00	1,267.00
		Goods	154,814.80	Discount	0.00	Tax Amount	Total USD
		Costs	1,267.00	Subtotal	156,081.80	0.00	156,081.80

We are applying a TEMPORARY SURCHARGE due to the increasing costs caused by the uncertainty in the global economy



QUOTATION
QM0002971

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions





PUBLIC SERVICE DEPARTMENT
Waste Water Treatment Plant
32360 Warkop
Warren, MI 48093
(586) 264-2530

MEMO TO: Craig Treppa, Purchasing Agent
Controllers Office

FROM: Anthony Conigliaro, WWTP Sr. Facilities Engineer

SUBJECT: SOL-W-1660, Procurement of UV Lamps for WWTP

DATE: September 10, 2025

As you are aware, the WWTP operates a proprietary ultra violet disinfection system at the waste water treatment plant to provide an effluent that meets the requirements of its NPDES operating permit. The Trojan 3000 Plus UV System went on line in December of 2010 and has been operating very successfully ever since.

The system does require regular maintenance and replacement of wear and consumable parts. For reference, \$159,000.00 was allocated in the 2025 budget for purchase of replacement lamps, ballasts, wiper cylinders and associated parts that are necessary to keep the system operating. In this year's capital we have allocated \$165,000.00 for procurement of the aforementioned replacement lamps, ballasts and ballasts.

Trojan Technologies provides a lifetime disinfection guarantee that our proprietary system will always meet the specified level of disinfection required by the NPDES operating permit for the treatment plant. Trojan will only honor the guarantee if regular maintenance is performed as specified, using genuine Trojan replacement parts.

Therefore, please take steps to seek approval in the amount of \$156,081.80 for the purchase of Trojan authorized parts that are needed for WWTP staff to perform required maintenance on the system. Please note that this request in the amount of \$156,081.80 is for all of the required parts.

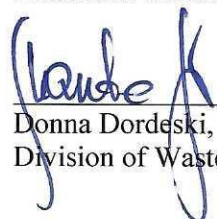
Funds for this expenditure are available in the 2026 FY Budget, Capital Outlays, Account 592-9047-98080.

Sincerely,


Anthony Conigliaro, P.E.
WWTP Sr. Facilities Engineer

AC/DD

Read and Concurred


Donna Dordeski, P.E., Department Head
Division of Waste Water Treatment

Attachments: Trojan Sole Source Letter, Trojan Quote QM000297

cc: D. Muzzarelli, Public Service
R. Fox, Controller's Office

RESOLUTION

Document No: SOL-W-1660

Product or Service: UV Lamps & Supplies

Requesting Department: Waste Water Treatment Plant (WWTP)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Waste Water Treatment Plant (WWTP) has determined that it is necessary in the interest of the City, for the purchase of a UV Lamps and Supplies from the sole source provider, Trojan Technologies, Corp., 4310 44th Street S.E., Kentwood, MI 49512, in the total amount of \$156,081.80.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the following Account: 592-9047-98080.

IT IS RESOLVED, that the sole source purchase through Trojan Technologies, Corp. is hereby accepted by City Council for a total amount of \$156,081.80.

IT IS FURHTER RESOLVED, that payment shall be remit to Trojan Technologies, Corp., P.O. Box 411691, Boston, MA 02241-1691.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☐ Contract

☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: SEPTEMBER 12, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: SOL-W-1691; RECOMMENDATION OF AWARD TO ADVERTISE AVAILABLE CITY POSITIONS

The Purchasing Division concurs with the Human Resources Director and recommends that City Council waive the bid process and award the sole source provider, Gannett Detroit LocaliQ (formerly Michigan.com), P.O. Box 632097, Cincinnati, OH 45263, the providing of advertising services for open positions within the City of Warren, for the period, commencing on September 15, 2025, through August 31, 2026, in an annual amount not to exceed \$25,000.00.

Due to a lawsuit filed with the Department of Justice against the City, it is now required that all Civil Service positions be posted in a way that they reach a wide area of qualified and diverse applicants. To achieve this, the City utilizes the Detroit News and Detroit Free Press. Gannett Detroit LocaliQ (formerly Michigan.com) is the only direct resource for advertising in the Detroit News and Detroit Free Press. They also post on the jobnetwork.com and over 800 other job opportunity websites, which reach anyone with access to the internet.

The Human Resources Department has worked with Gannett to establish a special rate plan for the first fifty (50) postings that are completed during the first annual period. The total cost for the first fifty (50) postings shall amount to \$15,000.00. The services agreement is attached.

If approved by your honorable body, the award shall from September 15, 2025 through August 31, 2026, or upon City Council approval, whichever occurs later, in an amount not to exceed \$45,000.00. The assistant City Attorney has reviewed the service agreement and agrees with its content.

Funds for this purchase are available in the following Account: 101-1220-90000.

Respectfully Submitted,

Read and Concur,

Signed by:

Shanah Turner

D3220749F3AC487...

Shanah Turner

Assistant Buyer

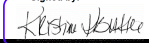
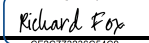
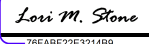
Signed by:

Craig Treppa

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Craig Treppa

Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<small>Signed by:</small>  <small>F8FDC83AETC142B...</small>	9/13/2025
Controller:	<small>DocuSigned by:</small>  <small>CP2C713236C54C9...</small>	9/15/2025
MAYOR:	<small>Signed by:</small>  <small>76FABF22E3214B9...</small>	9/15/2025



September 10, 2025

DEPARTMENT OF HUMAN RESOURCES

ONE CITY SQUARE, SUITE 410

WARREN, MI 48093-5286

(586) 574-4670

www.cityofwarren.org

Craig Treppa, Purchasing Agent
Purchasing Division
City of Warren

RE: Gannet Detroit Local IQ (Formerly Michigan.com) Sole Source Request

Dear Mr. Treppa:

Due to a lawsuit filed with the Department of Justice against the city, it was required that all Civil Service positions be posted in a way that they reach a wide area of qualified and diverse applicants. A significant way that the City is able to reach the required geographic area online and in print if necessary, is by utilizing the platforms for the Detroit News and Detroit Free Press. Gannet Detroit LocaliQ (Formerly Michigan.com) is the only direct resource for advertising on the platforms for the Detroit News and Detroit Free Press. Utilizing Recruitology and JobCase, LocaliQ also post on thejobnetwork.com, Google and over 800 other job opportunity websites, which reaches anyone with access to the internet. We are requesting the amount of \$25,000 annually to begin September 15, 2025. This amount is will cover the \$15,000 agreement with LocaliQ for 50 prepaid job advertisements at a significantly reduced cost. In the event that Human Resources needs to go outside of the 50 prepaid job advertisements, the additional \$10,000 appropriated would be available. We request your approval for the utilization of Gannet Detroit Local IQ (Formerly Michigan.com) as a sole source for the one-year period of September 15, 2025 through August 31, 2026.

Sincerely,

A handwritten signature in black ink, appearing to read "J. H. Gajos", is written over a horizontal line.

Jared H. Gajos
Human Resources Director



CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-5285
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

August 18, 2025

Mr. Jared Gajos
Director of Human Resources
City of Warren

SENT VIA EMAIL

RE: Advertising Commitment and Advertising Services Agreement 2025-26

Dear Mr. Gajos:

Our office has reviewed and approved the above-referenced document as to form and will route for signatures with the attached cover and tracking sheets.

If I may be of need further assistance, please contact Ext. 4678.

Sincerely,



Laura Sullivan
Assistant City Attorney III

LS/ Ltr to J Gajos re review of Advertising Commitment and Advertising Services Agreement ID 114197

Cc: Craig Treppa, Purchasing Director
Jacqueline Damron, Human Resources Analyst

Attachment

CONTRACT/AGREEMENT COVER SHEET

New, Expiration, or Renewal for contract or agreement

(this form must be attached to any contract/agreement that requires clerk signature)

Requesting Department: City Attorney's Office

Please indicate if Contract, or Agreement: Agreement

New, Expiration, Renewal, Modification/Amendment, Termination (or other): Renewal

VENDOR NAME/ADDRESS/PHONE: Internal Contact: Laura Sullivan x 4678

Gannett/USA Today
Attn: Michelle Hartman-Byrnes, Advertising Sales Rep.
1675 Broadway, 23rd Fl
New York, NY 10019
Phone: 614-714-5749
E-mail: mhartman@gannett.com

CONTRACT BID# (if applicable):

DURATION INFORMATION

Date of Service (start and end date of contract/agreement): September 15, 2025 – September 14, 2026

Contract Duration: 1 year

Contract Terms (ex: 2 years, 5 years with 3 year extension agreed upon by both parties etc.): Advertising Commitment: 50 Job Board Postings.

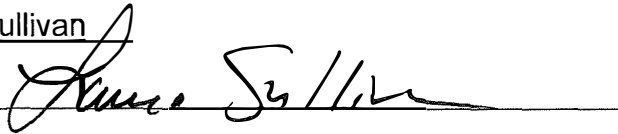
Are there any other terms that may apply (ex. may be canceled by either party with 30-day written notice): Either party may terminate with 30 days' prior notice.

Prior Contract Dates (if applicable): September 15, 2024-September 14, 2025

Department contact for contract/agreement: Laura Sullivan

Name of Person completing cover sheet: Laura Sullivan

Signature of Person completing cover sheet: _____



Date completed form: August 8, 2025

CONTRACT/PROGRAM TRACKING SHEET

Title: Advertising Commitment – Gannett-USA Today

Department: City Attorney's Office

Contact Person: Laura Sullivan

Phone: x 4678

Date Submitted: August 8, 2025

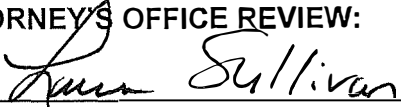
Resolution attached: No

Is funding approval needed: No

CITY COUNCIL APPROVAL:

Date

ATTORNEY'S OFFICE REVIEW:



Approved as to Form

August 7, 2025

Date

MAYOR'S OFFICE:

Lori M. Stone, Mayor

Date

CLERK'S OFFICE:

Sonja Buffa, Clerk

Date

**ALL CONTRACTS SHOULD BE RETURNED TO
ATTORNEY'S OFFICE FOR FILING AND DISTRIBUTION**

ADVERTISING COMMITMENT

This Advertising Commitment, entered into by and between Gannett/LocalIQ ("Publisher") and The City of Warren ("Advertiser") is subject to the terms of the Advertising Services Agreement between Publisher and Advertiser dated as of 9/15/25 (the "Agreement"). Advertiser and Publisher hereby agree to the following Commitment during the period indicated below ("Commitment Term"). If, during or at the conclusion of the Commitment Term, Advertiser desires to make a new Commitment with Publisher, the parties will separately execute a new Advertising Commitment that will be incorporated into this Agreement by reference. Each Advertising Commitment is independent of each other. Capitalized terms used in this Advertising Commitment and not defined herein will have the meanings ascribed to such terms in the Agreement.

Total Spend: \$15,000 (\$5,000 to be billed September 2025, \$5,000 to be billed October 2025 and \$5,000 to be billed November 2025)

The parties agree that the Rates/Fees set forth herein will apply to Advertiser's purchases of the Services below, during the applicable Commitment Term(s). Following the Commitment Term(s), unless the parties execute a new Advertising Commitment, all Services purchased by Advertiser will be billed at Publisher's then-current Rates/Fees for such Services.

1. **Print Advertising (Addendum A):** the Advertiser has hereby agreed to the following rates (size, frequency, cost per inch, cost per insertion): N/A

Print to SEO/directory: \$_____ per ad. Advertiser can opt out at any time upon request. An ad processing fee will be applied based the number of ads during the month.

Print Commitment Term: N/A

2. **Preprint Advertising (Addendum A):** the Advertiser has hereby agreed to the following rates (size, frequency, quantity, distribution): N/A

Preprint Commitment Term: N/A

3. **Digital Display (Addendum A):** The Advertiser has hereby agreed to the following digital display rates (impressions, CPM, CPD, sponsorship). Any ad processing fee will be applied based on the number of ads during the month.

Digital Display Commitment Term: N/A

4. **PIQ & Lead Generation Ads (Addendum A):** The Advertiser has hereby agreed to the following rates: N/A

PIQ Commitment Term: N/A

5. **Digital Marketing Services (Addendum B):** The Digital Marketing Services rates outlined herein are based upon the Company's Digital Marketing Services Rate Card (SEO, PPC, email, social ads, social media management and web development): N/A

Digital marketing services will continue until cancelled. A minimum of 30 days prior written notice of cancellation is required.

Digital Marketing Services Commitment Term: N/A

6. **Branded Content (Addendum C):** the advertiser has hereby agreed to the following package (impressions, CPM): N/A
Branded Content Commitment Term: N/A

7. **GET Creative Services: (Addendum D):** USA TODAY Network's in-house agency services team will provide on-going account management, consultative direction and advertising/marketing deliverables based on overall media spend, if spend qualifications are met.

Fee for GET Creative Services: N/A

GET Creative Commitment Term: N/A

8. **Other Advertising:** (Specialty Magazine, We Print, Direct Mail, Post its, etc.). The rates for Other Advertising outlined herein shall be earned based upon fulfillment of the Advertising Commitment: 50 job boards postings. The remaining posts will be rolled over to renewal agreement.

Other Advertising Commitment Term: 9/15/25-9/15/26

9. **Sponsorship (Addendum E):** The Advertiser has hereby agreed to the following sponsorship benefits of the Event and the Fee: N/A

Sponsorship Commitment Term: N/A

AGREED AND ACCEPTED:

PUBLISHER REPRESENTATIVE

By: Michelle Hartman
 Name: Michelle Hartman
 Title: Recruitment Specialist

ADVERTISER
 THE CITY OF WARREN

By: _____
 Title: Mayor
 By: _____
 Sonja Buffa
 Clerk

ADVERTISING SERVICES AGREEMENT

This Advertising Services Agreement (this "Agreement") is entered into as of the date of later signature below (9/15/25) by and between [GANNETT/LocalIQ, with offices at 1675 Broadway, 23rd Floor, New York, NY 10019 ("Publisher") and City of Warren, with offices at One City Square, Suite 410, Warren, MI, 48093. Subject to the applicable Standard Terms and Conditions (the "Standard Terms") herein, Advertiser desires to procure from Publisher, and Publisher desires to sell to Advertiser, on behalf of itself and/or its affiliates identified in this Agreement, the Services described in this Agreement (each a "Service"). Advertiser may purchase any of the Services described in this Agreement from time to time by submitting insertion order forms to Publisher that reference this Agreement and the applicable Service(s) to be purchased and contain other applicable terms and conditions (each an "Order").

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1. Addendums and Orders. In addition to the terms set forth in these Standard Terms, Advertiser's purchases of Services from Publisher under this Agreement are subject to the terms and conditions set forth in the applicable Service-specific addendum to this Agreement (each an "Addendum"). The details regarding Advertiser's purchase of a particular Service (e.g., run dates, ad sizes, etc.) will be described in an Order. Multiple Orders may be executed under this Agreement for a single type of Service.

2. Term. The term of this Agreement will commence as of the Effective Date and shall continue in effect unless and until terminated as set forth herein ("Term").

3. Economic Terms.

3.1. Fees. Fees for each Service purchased by Advertiser hereunder will be calculated based on Publisher's (or its affiliates', if applicable) standard rate card for such Service ("Standard Rates"). Notwithstanding the foregoing, if Advertiser is committing to an annual spend amount or making other firm commitments (e.g., placement, frequency and/or volume commitments), as further specified in Advertising Commitment (each a "Commitment"), Publisher and Advertiser may agree that Advertiser is entitled to discounts off of the Standard Rates on Services purchased in satisfaction of such Commitment. Any such discounts will be reflected in Advertising Commitment (or in adjusted rate cards attached to Advertising Commitment). Publisher and Advertiser may also agree that Advertiser is entitled to Value Add (or "Added Value") on Services purchased. Any such Value Add will be described in the Advertising Commitment. Value Add is not guaranteed and is based upon availability of space. Value Add must be used prior to termination of the Commitment Term or it shall be forfeited. Upon termination or cancellation of this Agreement, for any reason, Value Add shall be forfeited.

3.2 Payment. Publisher will invoice Advertiser on a monthly basis, and payment is due within forty five (45) days of invoice date. If Advertiser fails to timely pay, Publisher may suspend the provision of services hereunder or immediately terminate this Agreement. Advertiser agrees to reimburse Publisher for all expenses incurred by Publisher in connection with the collection of amounts payable, including court costs and attorneys' fees. If this Agreement is terminated due to Advertiser's failure to timely pay, Publisher may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable, and all discounts shall be forfeited. All deliverables will be the property of Publisher until payment in full is received. Accounts paid by invoice are subject to a 3.99% service fee. An account that is paid by check or ACH will receive a service fee discount equivalent to the 3.99% service fee. Accounts that are paid by credit card will not receive the service fee discount.

3.3 Expenses. All expenses related to the delivery of Advertiser Content or other materials to Publisher and the return of such materials by Publisher (if return is directed in writing by Advertiser) shall be paid by Advertiser. Publisher may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have been made.

3.4 Taxes. In the event that any federal, state or local taxes are imposed on Advertiser's use of the Services hereunder, such taxes shall be assumed and paid by Advertiser.

3.5 Late Payment. If any amount is not paid within forty five (45) days of when due, Publisher reserves the right to charge interest at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law (whichever is lower), computed from the original due date until paid.

3.6 Credit Check. The terms of this Agreement may be subject to a satisfactory credit check on Advertiser (and/or Agency, as defined below). Publisher may request advance payment for any advertisement(s) or other material provided by Advertiser or Agency if

periodic credit checks are not satisfactory.

3.7 Billing/Credits. Any claims by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within ninety (90) days of the invoice date or the claim will be waived. In the event Advertiser is entitled to a credit due to overpayment of an invoice, Advertiser must use the credit within ninety (90) days of issuance or the credit will be forfeited. No cash refunds will be provided for any credit earned by the Advertiser. All credits earned will be for the benefit of Advertiser.

4. Advertising Materials.

4.1. Content. Advertiser may, from time to time, provide Publisher with advertising materials, including, without limitation, text, data, video, audio, images, illustrations, and graphics, trademarks, service marks, and logos (collectively, "Advertiser Content") for use in connection with Publisher's distribution of the Services purchased hereunder.

4.2. License. Advertiser hereby grants Publisher and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, mirror, distribute, perform and display the Advertiser Content (or any portion thereof) via print and on the websites (mobile and traditional), properties, applications and/or devices described in this Agreement (including any Orders) (collectively, the "Distribution Networks"); (ii) to modify, copy, reformat, transmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use the Advertiser Content and creative, Advertiser's name and logo in connection with providing the Services.

4.3. Clearances. Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, "Clearances") from third parties necessary to enable Publisher to distribute the Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

4.4. Advertiser Approval Right. To the extent that Publisher and/or its affiliates are developing any creative or other deliverables on behalf of Advertiser under any Order (e.g., Ads, emails, social media campaigns, etc.), Advertiser will have two (2) days from receipt of any such deliverable to review and approve the deliverable. Advertiser must notify Publisher in writing of any rejection of the deliverable within two (2) days after receipt thereof or the deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of revisions shall be provided unless otherwise agreed by Publisher. Additional corrections or modifications will be subject to an additional charge and may result in delays in the service start date.

5. Ownership. All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Section 3.3, will be returned upon request. The results of any and all work performed by Publisher, including development of advertising material, creative work, or other content for Advertiser, will be the property of Publisher. Advertiser may not modify such material or authorize the reproduction or use of such material in any medium without Publisher's prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by Publisher.

6. User Information. Any user or usage data or information collected via Publisher's Digital Properties or related to Publisher's Digital Properties, or any information collected from sites operated by Publisher's affiliates under this Agreement, shall be the property of Publisher and/or such affiliates. Advertiser shall have no rights in such information by virtue of this Agreement. Any user or usage data or information collected shall be the property of Publisher.

7. Termination.

7.1. Termination of Agreement. Either party may terminate this Agreement (including all Addendums entered into hereunder) upon written notice to the other party (i) at any time, if there are no current Orders then in effect under any Addendum; (ii) in the event of a material breach of this Agreement or any Order by the other party that remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching party; or (iii) 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, or ceases business as a going concern.

7.2. Termination of Orders. Publisher may terminate any Order for convenience at any time upon thirty (30) days' prior written notice to Advertiser.

7.3. Effect of Termination. Upon any termination of this Agreement, Advertiser shall pay to Publisher all accrued and unpaid fees for Services utilized by Advertiser through the effective date of termination. Sections 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12, as well as any other representations, warranties or indemnification obligations under any Addendum will survive any termination of this Agreement.

8. Representations and Warranties; Disclaimer.

8.1. Advertiser Warranties. Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with Publisher's exercise of such rights and licenses, (ii) Advertiser is in compliance with all U.S. federal and state laws and regulations applicable to its business operations and products and/or services being advertised or promoted, (iii) the Advertiser Content is true and accurate, does not violate any federal, state or local law or federal or state regulation and is not misleading, defamatory, libelous or slanderous, (iv) Publisher's use of the Advertiser Content in connection with providing the Services will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, and (v) for digital services, Advertiser will maintain a privacy statement on its principal website ("Privacy Statement") that complies with applicable law and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by this Agreement.

8.2. Online gambling and sports betting (if applicable). If Advertiser offers online gambling or sports betting, Advertiser represents and warrant that it is, it has been in the prior 12 months, and it shall be during the Term of this Agreement, in compliance with all U.S. and state laws and regulations, including, but not limited to, each state in which it conducts any online gambling or sports betting, including, but not limited to, not offering domestic or offshore online gambling to U.S. residents when such activity is legally prohibited. Advertiser shall promptly notify Publisher, in writing, if any of the foregoing representations and warranties become untrue.

8.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR, AND PUBLISHER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE PUBLISHED. PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES, INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

9. Indemnity.

9.1. Indemnity. Advertiser will indemnify and hold Publisher, Gannett Co., Inc., any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "Publisher Indemnitee") harmless from and against any and all suits, judgments, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of a third-party claim resulting from (i) the Advertiser Content and other materials provided by Advertiser, or any websites or content that is linked to from any such Advertiser Content or other materials, including, without limitation, any claim such Advertiser Content or material is libelous or defamatory or violate or infringe the rights of any third party, including any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights, or any rights of privacy or publicity, or claims based on Advertiser's willful misconduct, negligence or strict liability for a defective product; (ii) violation of or failure to comply with any federal or state laws, rules or regulations applicable to Advertiser's business operations, products and/or services; (iii) any actual or alleged breach of Advertiser's representations, warranties, or obligations under this Agreement; or (iv) Advertiser's Privacy Statement.

9.2. Programmatic Advertising (if applicable). In addition to any other Advertiser indemnification obligations under this Agreement, including without limitation Subsection 9.1 above, Advertiser will indemnify and hold Publisher, Gannett Co., Inc., and/or any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "Publisher Indemnitee"), harmless from and against any and all Losses arising out of a third-party claims resulting from: (i) any claims for libel, slander or invasion of privacy arising from Advertiser Content; (ii) any claims arising from Regulated Products (as defined below); and/or (iii) violation of programmatic vendor's policies and procedures.

9.3. For purposes of this Agreement, "Regulated Products" means any raw materials, ingredients, pharmaceuticals, 20 fabricated devices, manufactured goods, media, health, finance, identification records, or other 21 goods and services requiring local, state, or federal regulatory compliance.

9.4. Duty to Defend. Advertiser shall defend at its own expense any claim instituted by any person or entity against a Publisher Indemnitee resulting from a claim covered by Section 9.1. The Publisher Indemnitee(s) will have the right, at its or their option, to defend such litigation jointly with Advertiser. Advertiser may not agree to any settlement that imposes any obligation or liability on a Publisher Indemnitee without such indemnitee's prior written consent.

10. Limitation of Liability. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (IF ANY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR OWED BY ADVERTISER TO PUBLISHER HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Agencies. If Advertiser is using an advertising agency in connection with this Agreement, Advertiser and such agency (the "Agency") shall be jointly and severally liable for compliance with the terms of this Agreement and any Order. Publisher may pursue any applicable remedies in the event of default of this Agreement (including any non-payment) against Advertiser or Agency or both without any requirement of first seeking a remedy from one or the other. This Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agency further agree that Publisher does not and will not accept orders or space reservations claiming sequential liability. The person or entity signing this Agreement on behalf of Advertiser warrants that such person or entity is duly authorized and has the full power to bind Advertiser to this Agreement and agrees to indemnify and hold Publisher, and their subsidiaries and affiliated companies, and all of their respective employees, officers, directors, agents, successors and assigns, harmless from any and all claims, losses, damages or costs (including reasonable attorneys' fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to Agency.

12. Miscellaneous.

12.1. Waiver/Severability. The waiver or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of the same or any other term or condition. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

12.2. Assignment. Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement without Publisher's prior written consent. Publisher shall have the right to assign, delegate or transfer, its rights and obligations, under this Agreement, in whole or in part. Publisher shall provide written notice to Advertiser of any such assignment.

12.3. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. Any dispute arising from this Agreement must be resolved in the courts located in Macomb County, Michigan or the US District Court for the Eastern District of Michigan.

12.4. Waiver of Jury Trial. Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to this Agreement.

12.5. Force Majeure. Neither party will be liable to the other party for delays and/or defaults in its performance or commitments under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers or other labor disturbances, or acts or requests of any governmental authority; and additionally, Publisher shall not be responsible for any failures or damages resulting from facts and circumstances beyond publishers' control, including but not limited to service or delivery issues with freight or the USPS.

12.6. Electronic Contract. The following provision applies if the Agreement is accepted electronically. The Agreement is an electronic contract that sets out the legally binding terms of the Services. Advertiser (or its authorized agent) indicates acceptance of the Agreement by clicking on the "Click to E-Sign" button (or its equivalent if the electronic signature platform being used does not have a specific "Click to E-Sign" button). This action creates an electronic signature that has the same legal force and effect as a handwritten signature on a written contract under any applicable law or regulation and is equally binding. By clicking on the "Click to E-Sign" (or equivalent) button, Advertiser (or its authorized agent) acknowledges reading and accepting the Agreement and represents, warrants and agrees that Advertiser (or its authorized agent) has the power, authority and legal right to enter into the Agreement on behalf of Advertiser.

12.7. Third Party Beneficiaries. The disclaimers and limitations of liability made by Publisher, and the representations and warranties made by Advertiser in this Agreement shall apply to Publisher's vendors, as intended third party beneficiaries of this Agreement.

12.8. Entire Agreement. This Agreement, including any Addenda or Order(s), is the entire agreement of the parties regarding the provision of the Services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof. This Agreement may not be modified except in a writing signed by both parties.

12.9. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

□

IN WITNESS WHEREOF, the parties have executed this Agreement, including applicable Addenda, as of the Effective Date.

PUBLISHER Gannett/LeanQ ADVERTISER

By: Michelle Hartman By: _____

Name: Michelle Hartman Name: LORI M. STONE

Title: Recruitment Specialist Title: MAYOR

Date: 2/15/25 Date: _____

By: _____

Name: SONJA BUFFA

Title: CLERK

Date: _____

□

□

Rev: 02.05.2024

ADDENDUM A PRINT AND ONLINE ADVERTISING

If Advertiser is purchasing (i) print advertising ("Print Ads") for display in Publisher's newspaper property(ies) (each a "Newspaper"), or (ii) online display advertising ("Digital Ads" and collectively with Print Ads, "Ads") for distribution on Publisher's digital media property(ies) (e.g., Publisher's website(s), Publisher's tablet or mobile applications, digital display ads associated with the e-edition of Publisher's newspaper, etc.) specified in the applicable Order (each a "Digital Property"), then the additional terms and conditions set forth in this Addendum A and Addendum C will apply to each Order submitted for such Advertising Services.

4. □

1. **Rates.** Unless otherwise specified in Advertising Commitment in connection with a Commitment from Advertiser, Advertiser's purchase of Ads for display in the Newspapers, on the Digital Properties will be billed at Publisher's Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher's standard rate card. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates, at any time and from time to time. Publisher will provide Advertiser with at least 30 days' prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue display of the applicable Ads by giving written notice to Publisher prior to the effective date of such changes. Advertiser's right to discontinue the display of its Ads shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue display of the applicable Ads, then, following the expiration of the notice period, all Ads shall be billed at Publisher's increased rates.

2. **Delivery.**

2.1. **Deadlines.** Advertiser will provide Publisher all applicable Ads by Publisher's standard deadline (as designated by Publisher), in a format suitable for display in the Newspaper(s) or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Ads(s) after submission, provided that it submits any such changes to Publisher no later than Publisher's standard deadline (as designated by Publisher). Advertiser shall pay all expenses connected with the delivery of the Ad(s) to Publisher. Changes to any Ads after first publication may result in additional charges, which will be disclosed to Advertiser in advance.

2.2. **Submission of Advertising Materials.** Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Ads(s). Advertiser will submit the Ad(s) in accordance with the applicable Publisher policies in effect from time to time, including policies regarding artwork specifications, format and submission deadlines.

3. **Ad Serving.** Advertiser grants to Publisher a license to (a) display Advertiser's Ads on the Distribution Network; and (b) modify, copy, reformat, transmit and otherwise manipulate the Ads in connection with such display. Advertisements will be served in accordance with one of the following options:

3.1. **By Publisher.** If Publisher will be responsible for serving the Digital Ads through its own ad servers, then Publisher will track delivery of the Digital Ads through such servers. The parties agree that Publisher's final impression measurements will be used to determine the fees due under this Agreement.

3.2. **By a Third Party.** If a third party ("Third Party") will be responsible for serving the Digital Ads through such Third Party's ad server, and such Third Party will track delivery of the Digital Ads through its server. The Third Party's final audited impression measurements will be used to determine the fees due under this Agreement. If the parties agree to use a Third Party ad server under the terms of this Addendum, Advertiser agrees to provide Publisher with a user login name and password to access the Third Party's impression measurements for purposes of verification of such measurements.

4. **Invoices.** Publisher agrees that Invoices covering the delivery of Ads hereunder will contain: (a) the dates and times upon which Advertiser's Ads were displayed in the Newspapers and/or the Digital Properties, and, if applicable, dates and times upon which the Ads could be accessed on the Digital Properties, (b) where applicable, the number of impressions, and/or click-throughs reported during such dates, and (c) the charge to Advertiser. The invoice shall serve as Publisher's certificate of performance.

5. **Short-Rating.** If Advertiser has made a Commitment in accordance with Advertising Commitment of this Agreement and, at the end of the Commitment Term set forth in Advertising Commitment Advertiser has either (i) purchased less volume (inches/pages/impressions) of Ads than agreed to in the Advertising Commitment or (ii) fallen short of the minimum revenue commitment agreed to in Advertising Commitment, then, if Publisher's Standard Rates are higher than the rates Advertiser was paying

during the Commitment Term, (a) Advertiser will be billed for (and will be obligated to pay) the difference between the Standard Rate and the Commitment Term rate for all Ads that ran during the Commitment Term, and (b) Advertiser will be billed at the Standard Rate (as such Standard Rate may be modified in accordance with Section 1, above) for all Ads run after the Commitment Period.

6. Cancellation.

6.1. Cancellation of Print Ads. Cancellations will not be accepted for Print Ads after the Publisher's standard closing time, as designated by Publisher. Advertiser will be responsible for any production or creative services provided by Publisher regardless of the cancellation of any Print Ads.

6.2. Cancellation of Digital Ads

6.2.1. Cancellation Prior to Initial Distribution. At any time prior to the serving of the first impression of a Digital Ad on a Digital Property under this Agreement, Advertiser may cancel an online advertising campaign on thirty (30) days prior written notice to Publisher.

6.2.2. Cancellation After Initial Distribution Once the first impression of a Digital Ad has been served on any Digital Property, Advertiser may cancel an online advertising campaign by giving Publisher written notice of such cancellation, which cancellation will be deemed effective on the later of: (i) thirty (30) days after serving of the first impression of the applicable campaign; or (ii) fourteen (14) days after providing Publisher with such notice. If Advertiser exercises its right to cancel under this Paragraph 8(b), Advertiser will be responsible for all fees that accrue prior to the cancellation date.

7. Reservation of Rights. Publisher may reject, remove or cancel any Ad, space reservation or position commitment at any time in its sole discretion. Publisher also may edit, reject or remove from its Newspaper(s) and/or Digital Property(ies), at any time, any Ad or other material submitted by Advertiser or its Agency, or place the Ad in any Publisher advertising classification or section that Publisher deems appropriate. Publisher also shall have full latitude with respect to positioning all advertisements in the Newspapers; provided, however, that Publisher will use its reasonable efforts to accommodate Advertiser's positioning requests.

8. Responsibility for Advertisements.

8.1. Technical Quality; Typographical Errors; Incorrect Insertions or Omissions. Publisher is not responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies). This Agreement cannot be invalidated, and neither Publisher will be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from display or publication.

8.2. Failure to Display Advertiser Content. Publisher Properties hereunder) are not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the publication of any Advertiser Content or other material contracted to be published hereunder, Publisher may suggest a substitute time period for the publication of the interrupted or omitted Advertiser Content or material or run the Ads in a different position in the Newspaper(s) or on the Digital Property(ies), as determined by Publisher. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's good faith business judgment, Publisher shall provide a "make good" in the form of a reduction in the amount of fees due to Publisher (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Ad(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Ads or other advertising material and Publisher shall have no further liability hereunder for such failure.

8.3 Removal or Change of Content. Publisher, in its sole discretion, may remove or revise its Newspaper(s) and/or Digital Property(ies), including the Newspapers' and/or Digital Properties' content, nature, design, and/or organization, during the term of this Agreement. If any such revision materially alters the value of the Ad(s) to be run by Advertiser, Publisher will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected ads due to such revision, Advertiser may cancel this Agreement with respect to the affected Ad(s) and shall not have to pay (or shall receive a refund) for Ads not displayed due to such cancellation. Such cancellation shall be Advertiser's sole and exclusive remedy and Publisher shall have no further liability whatsoever.

9. Pre-Print Policy. All pre-prints must conform to the Publisher's standard pre-print specifications and recommended waste calculations, which will be provided by each Publisher. Inserts must be delivered to the Publisher at least 10 days in advance of distribution date. The Publisher will invoice pre-print billing quantities based on copies actually distributed (i.e., home delivery net sales, single copy total draw, and other circulation). Advertiser agrees to be billed the ordered distribution in the event that out of specification inserts are received.

10. Branded Content Advertising. This section applies if the campaign(s) described in the Agreement contemplate that Publisher will distribute Branded Content (aka "Native Advertising") campaigns on behalf of Advertiser. Branded Content can include short-form content or long-form content, videos, , or social media posts that is published on Publisher's print and/or digital platforms and that is either (i) created by or on behalf of Publisher, at Advertiser's direction, for the purpose of enabling Publisher to run a contextually relevant advertisement on behalf of Advertiser ("Publisher Branded Content"), or (ii) is created or provided by Advertiser or its designee for placement by Publisher in or on its print or digital properties specified herein ("Advertiser Branded Content"). Advertiser, in its sole discretion, will have the right to approve any Publisher Branded Content prior to publication or distribution by Publisher in connection with the campaign described herein, and Publisher, in its sole discretion, will have the right to approve any Advertiser Branded Content prior to publication or distribution by Publisher in connection with such campaign. For clarity, Publisher will not be obligated to publish, via any platform, any Advertiser Branded Content that Publisher determines, in its sole discretion, does not meet Publisher's content guidelines or is otherwise inappropriate for publication. In addition, Publisher reserves the right, in its sole discretion, to include labels in, on and/or around any Branded Content published on behalf of Advertiser hereunder that indicate that the applicable Branded Content was paid for and/or provided by Advertiser.

10.1 FTC Guidelines. Publisher and Advertiser shall each comply with all applicable laws, rules and regulations, including without limitation the FTC's Guides Concerning Endorsements and Testimonials and the FTC's Enforcement Policy for Native Advertising.

10.2 Cancellation of Branded Content Campaign. If Advertiser cancels prior to the start date of the campaign, Advertiser shall be obligated to pay for any fees and costs incurred associated with the Services which have been completed up to the point of cancellation, plus non-cancellable costs and fees which are owed for third party contracts which cannot be cancelled.

11. Pay for Performance / Lead Generation. This section applies to an Advertisement in the Publication or on the Publication's website which include a designated phone number or a tracking code or a click through from the Publication's Site to the Advertiser by which Publication and Advertiser can track and verify readers to respond to and offer in the Advertisement. Any specific qualifications for the lead shall be included in the Insertion Order or on the Advertising Commitment. Publication shall have the right to audit the Advertiser's records to confirm the number of qualified leads generated by the Advertisement. Publication shall be provided with access to the call tracking records and other records maintained by Advertiser. Publication shall be paid a percentage of the revenue generated from the lead or a fee per lead as specified in the Advertising Commitment or Insertion Order. Only unused print and digital inventory will be available for the Advertisements. The frequency, location, and placement of the Advertisements shall be determined by Publisher, in its sole discretion.

12. □

ADDENDUM B LOCALIQ DIGITAL MARKETING SERVICES

If Advertiser is purchasing LocalIQ digital marketing services under this Agreement ("Marketing Services"), then the additional terms and conditions set forth in this Addendum B will apply to each Order Advertiser submits for such Marketing Services. LOCALIQ provides Pay Per Click Service, SEO Service, listings management service, Social Media Service, Web Design/Development/Hosting Service, and/or other Marketing Services including targeted email. LOCALIQ's Marketing Services applicable terms and conditions are at <https://localiq.com/legal/terms-and-condition/online-marketing-services-terms-and-conditions/>. Publisher reserves the right to use other affiliates to provide Marketing Services. For clarity, if Advertiser has not purchased a particular Service described below, then the terms below relating to that Service will not apply to Advertiser.

D

1. Rates/Fees. The Total Spend and the Rates/Fees for each Service are disclosed on the cover page of this Advertising Commitment. from Advertiser, Advertiser's purchase of Marketing Services will be billed at Publisher's Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher's standard rate card for Marketing Services. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates for Marketing Services, at any time and from time to time. Publisher will provide Advertiser with at least 30 days' prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue use of the applicable Marketing Services by giving written notice to Publisher prior to the effective date of such changes and Advertiser's right to discontinue the use of particular Marketing Services shall be its sole and exclusive remedy. If Advertiser does not elect to discontinue use of the applicable Marketing Services, then, following the expiration of the notice period, all Marketing Services shall be billed at Publisher's increased rates.

2. Marketing Services.

2.1. Pay Per Click ("PPC") Service. Publisher will create ads based on the Advertiser Content and will distribute the Ads through the Publisher Distribution Networks. Advertiser will have the opportunity to review and approve all PPC campaigns prior to launch. Advertiser will be solely responsible for all content associated with any PPC campaign. Fees are based upon the number of clicks on ads by users, based on the cost per click ("CPC") rate set forth in the applicable Order.

2.2. Search Engine Optimization ("SEO") Service. The SEO Service includes the optimization of the chosen number of keywords (e.g., 5, 10, 15 or custom) and the application of "on page" and "off page" SEO strategies for Advertiser's website, with the goal of obtaining improved ranking in organic search engine results for selected keywords. To the extent Advertiser's website is not hosted by Publisher, Advertiser will provide access to its website to enable Publisher to perform the SEO Service. Notwithstanding the foregoing or anything in this Agreement to the contrary, Advertiser acknowledges that, although Publisher will use reasonable efforts to optimize the ranking of Advertiser's ads based on the selected keywords, Publisher makes no guarantee that Advertiser's search ranking position will be maintained or optimized. Advertiser agrees that Publisher will not be liable for any unfavorable ranking results of Advertiser's ads, whether such unfavorable results arise from the SEO Service or from an act or omission of the applicable search engine.

2.3. Maps/Reputation Management Service. This Service is designed to help Advertiser's business listing appear in the "Google Maps/Places" in response to searches for Advertiser's optimized keywords. Advertiser acknowledges that search results and search engine rankings are influenced by several factors, and Publisher does not guarantee any placement in the "Google Maps/Places" or a particular position or rank for Advertiser's website or business listing in any search results.

2.4. Keywords. Advertiser acknowledges and agrees that Publisher, in its discretion, may select keywords for the PPC and SEO campaigns and for Maps Reputation Management Services. Publisher will use reasonable efforts to use Customer provided keywords; however, Publisher cannot guarantee that all of the Customer's keywords will be used.

2.5. Email Marketing Service. Publisher's Email Service includes the creation of email marketing messages based on the Advertiser Content and transmission of email messages on behalf of Advertiser. Advertiser will have the opportunity to review and approve all email marketing messages prior to the launch of an email marketing campaign under the applicable Order. Publisher will determine the transmittal date and time. The Order will specify (i) whether Publisher or Advertiser determines the recipient list and (ii) the number of recipients and the number of transmittals to the recipient list. Publisher does not make any representations or warranties about deliverability or open rates. Upon request of Publisher, Advertiser will provide its Do-Not-Email list for Publisher's use in deleting addresses on such list from the recipient list. Advertiser represents and warrants that its Do-Not-Email list includes addresses for all recipients who have opted out of receiving emails from Advertiser.

2.6. Social Media Service. Publisher's Social Media Service includes the creation and maintenance of Advertiser's social media accounts (e.g., Facebook, Twitter, Instagram, Pinterest etc.) on the sites as agreed upon by Publisher and Advertiser. To the extent Advertiser's social media accounts are already claimed by Advertiser or its representative, Advertiser will provide administrative credentials for such social media outlets to enable Publisher to provide the Social Media Service as contemplated herein. Advertiser shall have the opportunity to review and approve all social media posts, tweets, and other social media statements or content prior to publication of the post, tweet, statement or other content distributed by or on behalf of Advertiser via Advertiser's social media accounts. Advertiser will ensure that all such content complies with applicable law and applicable social media service's terms of service, as such terms of service may be modified from time to time. Advertiser further acknowledges that Publisher does not operate or otherwise control any third-party social media service. Publisher is not responsible or otherwise liable for any inaccuracy on, or unavailability of, any third-party social media service.

2.7. Web Design/Development/Hosting Service. [Desktop or Mobile]: Publisher will design, develop, and/or update the Advertiser's website as part of this service. Publisher's Services may include hosting a website for Advertiser, including performing maintenance and controlling the functionality and accessibility of the website. Publisher may perform these Services directly or through a subcontractor. Advertiser is required to provide Publisher with its terms of use and privacy policy to be displayed on its website.

3. Ancillary Services. In connection Advertiser's subscription to with one or more of the Marketing Services described above, Publisher may provide the following ancillary Services:

3.1. Proxy Sites. Publisher may provide a mirrored version of the Advertiser's website ("Proxy Site"). In order to use the proxy service, (i) Advertiser's website must be operational, functional, and accessible through the Internet, and (ii) the URL visible above the Proxy Site to users clicking on the Advertiser's ad must reflect the website address for the Proxy Site and NOT that of the Advertiser's website. Advertiser agrees that Publisher is in no way responsible for the operation and functionality of the Advertiser's website. Advertiser agrees that it has all rights to the content on the Advertiser's existing website and Advertiser is able to grant the right to Publisher to use the content in connection with the Services.

3.2. Call Recording Services. If Advertiser elects to use the Call Recording Service in connection with one or more of the Marketing Services described in Section 1, above, Publisher will, on Advertiser's behalf, record (i) calls between Advertiser and its clients regarding the Services (the "Service Calls") and (ii) incoming calls to Advertiser from prospective clients of Advertiser (the "Inbound Calls") (collectively "Call Recording"). Advertiser acknowledges that the purpose for Call Recording is for auditing this Agreement and

the Services in the Order. Advertiser grants specific permission to Publisher to administer, monitor, use and access Call Recording and the content of the recorded calls as Advertiser's agent. Publisher will provide prompt disclosure in Call Recording that the Service Call or Inbound Call may be recorded ("**Recording Notification**"). Advertiser acknowledges that it is responsible for notifying and/or obtaining the consent to Call Recording from its representatives (including employees, agents and Independent contractors) who may be recorded in a Service Call or Inbound Call. For clarity, Advertiser acknowledges and agrees that Publisher is not responsible to provide any notice in connection with Call Recording other than Recording Notification. Advertiser specifically acknowledges that Publisher is not responsible to provide notice of rights of the Advertiser's clients and prospective clients relating to potentially confidential or privileged communications. Any notice required by law other than Recording Notification is the sole responsibility of the Advertiser.

4. **Indemnification for Call Recording.** Without limiting Advertiser's indemnification obligations under Section 8.1 of the Agreement, if Advertiser uses the Call Recording service, Advertiser agrees to indemnify and hold the Publisher Indemnitees harmless from and against any and all Losses arising out of a third-party claim resulting from (i) any failure by Advertiser to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, or (ii) Advertiser's use or misuse of the Call Recording service. Advertiser shall not use the Call Recording service to intimidate, harass, or otherwise violate the privacy or other rights of a caller and a Recorded Person. If Publisher learns about any alleged misuse of the Call Recording service, Publisher reserves the right to terminate the totality of Advertiser use of the Call Recording service without notice or liability.

5. **Billing Cycle.** When the Advertiser cancels an order early, the Advertiser will be billed through the next billing cycle. For example, if the Advertiser cancels prior to the end of the month, the Advertiser will be billed through the end of the next calendar month. If the Advertiser cancels prior to the end of the four (4) month minimum commitment, the Advertiser will be billed for four (4) full months. Upon cancellation, the Advertiser must notify Publisher in writing if the online advertising should cease, if no notice is provided, advertising will be active through the end of the commitment.

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ADDENDUM C BRANDED CONTENT (Native Advertising)

Statement of Work

If Advertiser's Order includes Branded Content the following the terms and conditions set forth below will apply to each Order.

Content Distribution:

Media Company has a tiered distribution strategy to reach readers in multiple ways on desktop and mobile:

- *Editorial tiles on the homepage and section fronts throughout the promotional flight for each content piece.*
- *In-line article placements and run-of site display promotional units will run throughout the promotional flight .*
- *Promotion includes a thumbnail image and headline that drives readers to the Native Advertising. Media Company's team will create versions based on the approved Branded Content.*

Social: Recognizing the importance of social media in Branded Content campaign, the Media Company has a dedicated social media expert in-house who will manage all of Advertiser's social activity. Media Company will deliver social extensions for Advertiser's Branded Content across Facebook. . Media Company can review social Key Performance Indicators (KPI's) specific for Advertiser.

Campaign management:

- **Targeted promotions & dynamic optimization:** In order to drive audience engagement across all pieces of content, Media Company will have a measurement plan in place that includes real time analytics managed through your dedicated program manager. The program manager will seek to dynamically optimize all promotional tactics in real time toward the best possible performing placements across desktop and mobile. All promotional placements will run in relevant content sections (aside from homepage and section fronts) to drive reader response.
- **Reporting:** Media Company will provide content and social reporting.

Use of Branded Content by Advertiser:

- Advertiser may distribute the Branded Content (including videos if applicable) on the below channels as long as there is either attribution (which will be provided by Media Company) or a link back to the Branded Content. If there is a link to the Branded Content attribution is not required. Headlines and images that link back to Media Company do not require attribution. Only when the Branded Content is hosted in its entirety by Advertiser, Advertiser must provide attribution.
- Branded Content can only be hosted in its entirety after the first 30-days, and thereafter may be used on:
 - 1) any Advertiser digital owned asset (website, emails, Advertiser app);
 - 2) any non-owned platform where Advertiser has a presence (i.e., Facebook, Instagram, Twitter, social media sites, etc.); and
 - 3) as part of the content in its advertising brand media campaign.
- Distribution of the Branded Content (including videos) by Advertiser, is subject to the following conditions:
 - 1) Branded Content (including videos) shall be distributed and/or displayed without any edits or modifications; and
 - 2) Advertiser cannot attribute the Branded Content to USA TODAY or imply that the editorial or news staff of USA TODAY was involved in the creation of the articles or video. Advertiser can attribute the Branded Content to "GET Creative, a division of USA TODAY".

Labeling:

Media Company's legally approved label for custom content work is "Story From" which will be included in articles, listicles, video, infographics, Interactives, promotional units, and social media.

Cancellation Prior to Initial Campaign Launch Date:

Up to thirty (30) days prior to the first date of the campaign, Advertiser may cancel the campaign, with at least 30 days prior written notice to Media Company. Should the Advertiser cancel, it shall pay for any fees and costs associated with the Services completed up to the point of cancellation, and all non-cancellable costs and fees which are owed for third party contracts which cannot be cancelled.

Publicity

Advertiser agrees that Publisher may include Advertiser's name (including any trade name, trademark, service mark and logo) and any content produced by Publisher for Advertiser in case studies and for marketing purposes.

ADDENDUM D GET Creative

1. GET Creative Services, Include the following:

- (i) **Assigned Creative Director:** Your campaign will include an assigned Creative Director who will partner closely with you and your team to understand your brand needs and turn them into compelling brand stories.
- (ii) **Assigned Account Manager:** Your campaign will include a dedicated Account Manager to oversee the execution of all deliverables to fulfillment. The Account Manager will set up regular meetings (as needed) to discuss the status of all elements throughout the duration of the campaign.
- (iii) **Timelines:** GET Creative will provide detailed timelines of each deliverable at the start of the campaign. These timelines will vary based on the deliverable type and client review times. All deliverables will be provided for client review and approval. Client will receive up to two rounds of revisions for each deliverable.
- (iv) **Reporting:** USA TODAY will provide reporting on monthly basis.

2. Get Creative Intellectual Property: Client Content and Licensed Images

Any text, images, logos, trademarks, service marks, promotional materials, product or service information, comments, reviews, photos, audio and video clips and other information provided by Client ("Client Content") will remain the property of the Client and will be returned upon request, or no more than ten (10) days from the termination of Client's Marketing Services. Excluding Branded Content, if any, the results of any and all work performed by GET Creative for Client including original creative work, will be property of Client to the extent GET Creative has ownership of or applicable licenses to such content, such that it can transfer ownership or license such creative content to Client, provided that (i) GET Creative shall retain ownership of the design elements of such content, excluding any of Client's trade names, trademarks, service marks or logos or other proprietary elements that may be included within such content, but that predate the creation of the content, and (ii) Client shall receive only the license rights with respect to Licensed Images.

If and to the extent GET Creative provides any licensed graphics images, other than Client Materials in any of the resulting work product from the Marketing Services ("Licensed Images"), Client shall receive a limited, revocable license to use each such Licensed Image solely in the context of the resulting work product of the Marketing Services performed by GET Creative and may not otherwise copy, reproduce, republish, modify, upload, post, translate, distribute, transfer, transmit, display or otherwise distribute, assign, sublicense or transfer any rights in the Licensed Images in any way. Specific Licensed Images may be subject to additional restrictions or requirements, including disclaimers or attribution, or may require additional cost for sensitive uses that cast subjects in an unflattering manner that will be communicated to Client by GET Creative. Client further acknowledges and agrees that its rights in any Licensed Image are revocable, and GET Creative may withdraw such license(s) to any particular Licensed Image at any time, provided further, that so long as you continue to receive Marketing Services, GET Creative shall endeavor to replace any Licensed Image with a similar Licensed Image at no additional cost.

3. Publicity

Advertiser agrees that Publisher may include Advertiser's name (including any trade name, trademark, service mark and logo) and any creative produced by Publisher for Advertiser in case studies and for marketing purposes.

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ADDENDUM E EVENT SPONSORSHIP

If Advertiser is purchasing a Sponsorship or receiving benefits in connection with a Publisher Event, as specified in the Advertising Commitment or the applicable Order, the terms and conditions below shall apply.

1. **Cancellations.** Sponsorship Fees (i.e., the amount listed on the Advertising Commitment) are non-refundable. Advertiser may not cancel or terminate its sponsorship. If an Event is cancelled by the Publisher and not rescheduled, the Advertiser may receive a refund of a portion of its Sponsorship Fee. The amount refunded will be determined after deducting (i) any non-refundable costs and expenses associated with the Event and (ii) any promotional advertising for the Event that has already been published or displayed. Any trade or complimentary advertising included in the Sponsorship Fee shall be forfeited.

2. **Content and Creative.** Publisher shall be solely responsible for creating all promotional materials (print and digital), signage, or program(s) for the Event or the Program. Advertiser shall be identified as a promotional sponsor of the Event or Program in the promotional materials, signage and program book (if applicable). Publisher has sole discretion to determine the volume, frequency, number of impressions of any advertising for the Event, placement of advertising (print and/or digital) and positioning of Advertiser's name. Publisher has sole discretion to determine if any radio, TV or billboard advertising will be provided.

3. **Limit of Liability.** Publisher is not liable for any interruption, error or omission regarding any advertising (print, online, or other media). Publisher is not liable for cancellation or rescheduling of an Event, due to unavailability of the venue where the Event is being held or due to circumstances beyond its control.

4. **Advertising Value.** The advertising value being provided to Advertiser shall apply solely to advertising and promoting the Event. Unused advertising will expire on the expiration date the sponsorship and will be forfeited. Advertising value cannot be bartered, sold, transferred to, or used, in whole or in part, by any third party. The advertising value may not be used to fulfill any other advertising commitment between Advertiser and Publisher.

5. **Renewal Option.** If the Sponsorship is for an annual Event, program, product, or service, the parties must agree in writing upon the terms of the renewal at least thirty (30) days prior to the end of the current Sponsorship. The renewal terms shall be stated in a new Advertising Commitment or Order.

6. **Insurance.** If the Sponsorship includes the Advertiser attending the Event (as exhibitor or vendor) to market its products and services, the Advertiser shall maintain insurance issued by a company reasonably acceptable to Publisher, for the following insurance: (i) commercial general liability insurance, including coverage for property damage, personal injury, or death in an amount of not less than One Million Dollars (\$1,000,000) per occurrence; (ii) automobile liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence; (iii) worker's compensation insurance in amounts as statutorily required; (iv) product liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, illness, and property damage combined; and (v) professional liability insurance in amount of not less than One Million Dollars (\$1,000,000) per occurrence. A copy of the certificate(s) of insurance, naming the Publisher, Gannett Co., Inc., and its subsidiaries and affiliates as additional insureds, shall be provided to Publisher prior to the Event.

7. **Publicity.** Any press releases or public announcements regarding the Sponsorship which will include Publisher's name, are subject to Publisher's prior review and approval. Such approval may be granted or denied in Publisher's sole discretion.

RESOLUTION

Document No: SOL-W-1691

Product or Service: Advertising for Civil Service Position Openings

Requesting Department: Human Resources

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Human Resource Director has determined that it is necessary in the interest of the City, to award the advertisements of available City positions to the sole source provider, Gannett Detroit LocaliQ (formerly Michigan.com), P.O. Box 632097, Cincinnati, OH 45263, for the period September 15, 2025 through August 31, 2026, in an amount not to exceed \$25,000.00.

The City utilizes Gannett Detroit LocaliQ, the only direct resource for advertising in the Detroit News and Detroit Free Press, in order to reach a wide area of qualified and diverse applicants.

The purchasing agent has conducted a review and concurs with the sole source purchase.

Funds are available in the following Account: 101-1220-90000.

IT IS RESOLVED, that the award to Gannett Detroit LocaliQ (formerly Michigan.com) is hereby accepted for the period commencing September 15, 2025 and running through August 31, 2026, or upon City Council approval, whichever occurs later, in an amount not to exceed \$25,000.00.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☐ Cooperative Bid Document
- ☒ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk



DATE: SEPTEMBER 11, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: STA-W-1690; RECOMMENDATION TO AWARD THE PURCHASE OF TWO (2) POLICE VEHICLES

The Purchasing Division concurs with the Police Department and recommends that the purchase of two (2) 2025 Ford Interceptor with EcoBoost Police vehicles, be awarded to Gorno Ford, Inc., 22025 Allen Road, Woodhaven, MI 48183, utilizing the State of Michigan Contract (#MA240000001193), in a total amount of \$97,574.00 (\$48,787.00 each).

If the City Council approves this purchase, payment shall be authorized to be made immediately upon successful delivery from the recommended vendor.

The City is utilizing the State of Michigan contract #MA240000001193 (see attached) with Gorno Ford, Inc. for the purchase of two (2) 2025 Ford Interceptor with EcoBoost Police Vehicles, in the amount of \$97,574.00 (\$48,787.00 each).

If approved by your honorable body, the vehicles will be for the Police Department's marked patrol fleet, replacing older, high-mileage vehicles into the bureaus and divisions, as needed.

Funds are available in the following Account: 261-9261-82214.

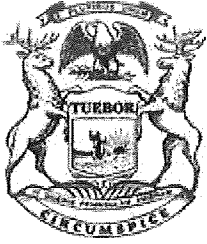
Respectfully Submitted,

Signed by:
Shanah Turner
D3220749F3AC487...
Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:
Craig Treppa
E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	Signed by: <i>Kristin Kunkle</i> F6FDC83AE1C142B...	9/13/2025
Controller:	DocuSigned by: <i>Richard Fox</i> CF2C773236C54C9...	9/15/2025
MAYOR:	Signed by: <i>Lori M. Stone</i> 76FABF22E3214B9...	9/15/2025



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number MA240000001193

CONTRACTOR	GORNO FORD INC
	22025 Allen Rd
	Woodhaven MI 48183
	Patrick Southward
	(734) 671-4033
	psouthward@gornoford.com
	CV0019327

STATE	Program Manager	Erin Reincke	MDOT
		517-855-1986	
		ReinckeE@michigan.gov	
	Contract Administrator	Alannah Doak	DTMB
		517-230-9424	
		doaka@michigan.gov	

CONTRACT SUMMARY

Domestic Vehicle Dealers – Patrol, Passenger, Trucks, and Vans Prequalification.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2024	August 31, 2029	2 - 12 Months	August 31, 2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

F.O.B. Destination

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$600,000.00	\$0.00	\$600,000.00		

DESCRIPTION

Effective 2/14/2025, Patrick Southward is now the primary vendor contact for this contract. Please note the Contract Administrator has been changed to Alannah Doak. All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.



Preview Order F454 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 09/10/2025

14:29:23 Receipt: 5/23/2025

Dealership Name : Gorno Bros Inc

Sales Code : F48022

Dealer Rep.	patrick southward	Type	Fleet	Vehicle Line	Explorer	Order Code	F454
Customer Name	WAYNE CNTY	Priority Code	H4	Model Year	2025	Price Level	520

DESCRIPTION

K8A0 POLICE INTER UTILITY AWD
 .119 INCH WHEELBASE
 TOTAL BASE VEHICLE
 AGATE BLACK METALLIC
 CLOTH BUCKETS/VINYL REAR SEATS
 ONYX INTERIOR
 EQUIPMENT GROUP 500A
 .FM STEREO
 3.0L ECOBOOST V6 ENGINE
 10-SPEED AUTO TRANSMISSION
 JOB #3 ORDER
 FORD FLEET SPECIAL ADJUSTMENT
 GLOBAL LOCK/UNLOCK

DESCRIPTION

50 STATE EMISSIONS
 DRIVER AND PASS LED SPOT LAMP
 KEYED ALIKE -KEY CODE B
 REAR DR HNDL AND LOCKS INOPR
 PRICE CONCESSION INDICATOR
 REMARKS TRAILER
 SPECIAL DEALER ACCOUNT ADJUSTM
 SPECIAL FLEET ACCOUNT CREDIT
 FUEL CHARGE
 NET INVOICE FLEET OPTION (B4A)
 PRICED DORA
 ADVERTISING ASSESSMENT
 DESTINATION & DELIVERY

TOTAL BASE AND OPTIONS

MI Deal # MA240000001193

DISCOUNTS

MI Deal Price Delivered \$48,787.00 Per Vehicle

TOTAL

Total For 2 \$97,574.00

This is not an invoice.



WARREN POLICE DEPARTMENT
29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

September 11, 2025

Mr. Craig Treppa, Purchasing Agent, City of Warren

RE: VEHICLE PURCHASE REQUEST UTILIZING STATE OF MICHIGAN CONTRACT #240000001193

Dear Mr. Treppa:

The Police Department regularly requests appropriation of funds in our yearly budget to supplement the unmarked, investigative and patrol fleet vehicles. The vehicles listed below will be utilized in the marked patrol fleet. In an effort to remain fiscally responsible and continue our operational effectiveness, we will rotate the older, high-mileage vehicles out of the fleet and place the new ones into the bureaus and divisions as needed. Funding for this purchase is available in the 2025-2026 budget, under GL #261-9261-82214.

<u>Quantity</u>	<u>Vehicle</u>	<u>Unit Cost</u>	<u>Total Cost</u>
2	2025 Ford Interceptor w EcoBoost	\$48,787.00	\$97,574.00
		Michigan State Contract #240000001193	
		Purchased at Gorno Ford	

Gorno Ford Inc.
22025 Allen Rd.
Woodhaven, MI 48183
734-671-4033

Vehicle pricing comes from the State of Michigan State contract pricing bid referenced above.

Thank you in advance for your assistance. If you have any questions, please contact me at 574-4825.

Professionally,


Brent Chisolm, Captain
Administrative Services Bureau

RESOLUTION

Document No: STA-W-1690

Product or Service: Two (2) 2025 Ford Interceptor with EcoBoost Police Vehicles

Requesting Department: Police Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____ 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Police Department has determined that it is necessary in the interest of the Police Department and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of two (2) 2025 Ford Interceptor with EcoBoost Police Vehicles, to Gorno Ford, Inc., 22025 Allen Road, Woodhaven, MI 48183, utilizing the State of Michigan Contract #MA240000001193, in the total amount of \$97,574.00 (\$48,787.00 each).

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in the following Account: 261-9261-82214.

IT IS RESOLVED, that the cooperative purchase is hereby accepted by City Council to Gorno Ford, Inc. in the total amount of \$97,574.00 (\$48,787.00 each).

IT IS FURTHER RESOLVED, that City Council authorizes payment to be made to the awarded vendor immediately upon City acceptance of the vehicles.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☒ Cooperative Bid Documents

☐ Contract

☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: SEPTEMBER 11, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: TRI-W-1565; AWARD RECOMMENDATION FOR THE PURCHASE OF ONE (1) TAPE LIBRARY STORAGE UNIT, UTILIZING THE SOURCEWELL COOPERATIVE CONTRACT #121923-GVC

The Purchasing Division concurs with the Communications Department and recommends that City Council waive the bid process and award the purchase of One (1) Tape Library Storage Unit from GovConnection, Inc., 732 Milford Road, Merrimack, NH 03054, utilizing the Sourcewell Cooperative Contract #121923-GCV (see attached), in the total amount not to exceed \$23,694.40.

If approved by your honorable body, the Tape Library will allow the Communications Department to archive and access the City's video collection, ensuring the long-term preservation of the City's video assets.

Funds for this purchase is available in the following Account: 250-9250-98412.

Respectfully Submitted,


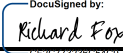
Read and Concur,

Signed by:

D3220749F3AC487...
Shanah Turner
Assistant Buyer

Signed by:

E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<p>Signed by:</p>  <p>F8FD83AE1C142B...</p>	9/13/2025
Controller:	<p>DocuSigned by:</p>  <p>CE2C7732B8C5C3...</p>	9/15/2025
MAYOR:	<p>Signed by:</p>  <p>76FABF22E3214B9...</p>	9/15/2025



Proposal Evaluation
Technology Products and Services with Related Solutions RFP #121923
Category 1

Possible Points		Apple, Inc.	Axelliant, LLC	ByteSpeed, LLC	CDW Government, LLC	Converge Technology Solutions US, LLC	Diverse Tech Services, Inc.	GovConnection, Inc.	HP Inc.	iBenzer, Inc.	Ideal System Solutions, Inc.	Marco Technologies, LLC
Conformance to RFP Requirements	50	14	33	40	45	41	42	43	44	-	45	40
Pricing	400	126	161	314	349	303	354	340	309	-	339	263
Financial Viability and Marketplace Success	75	27	47	53	66	63	56	65	69	-	62	57
Ability to Sell and Deliver Service	100	18	60	76	90	85	78	83	86	-	83	74
Marketing Plan	50	11	33	37	44	43	41	43	45	-	43	36
Value Added Attributes	75	21	57	59	65	58	60	63	66	-	65	59
Warranty	50	28	33	42	42	40	41	41	43	-	41	38
Depth and Breadth of Offered Equipment, Products, or Services	200	83	142	147	185	173	175	175	170	-	173	150
Total Points	1,000	328	586	768	886	806	847	853	832	0	851	717
Rank Order		11	18	13	1	11	4	2	7.5	19.5	3	14

Possible Points		New Tech Solutions, Inc.	Premier Wireless Business Technology Solutions	Presidio	Renaissance Learning, Inc.	SHI International Corp	Sigma Consultants Group, Inc.	Software Information Resource Corp	Strategic Communications	WorldWide Technology	Zones, LLC
Conformance to RFP Requirements	50	42	-	42	-	44	-	35	43	43	38
Pricing	400	325	-	299	-	324	-	244	338	313	285
Financial Viability and Marketplace Success	75	65	-	64	-	66	-	52	62	67	57
Ability to Sell and Deliver Service	100	81	-	83	-	85	-	70	73	84	83
Marketing Plan	50	41	-	39	-	43	-	41	43	41	39
Value Added Attributes	75	62	-	61	-	66	-	57	64	64	65
Warranty	50	42	-	41	-	40	-	38	40	41	40
Depth and Breadth of Offered Equipment, Products, or Services	200	173	-	178	-	178	-	129	174	173	171
Total Points	1,000	832	0	807	0	846	0	666	837	826	778
Rank Order		7.5	19.5	10	19.5	9	19.5	15	6	9	12

DocuSigned by:

6830543C58384D1.....
Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Manager

DocuSigned by:

0B0204E40D3E445.....
Michael Munoz, CPPB, Senior Procurement Analyst

DocuSigned by:

4513A60DCA01467.....
Nick Scholer, Procurement Analyst

DocuSigned by:

357BE3B136A34E1.....
Nicole Lueh, Procurement Analyst



Proposal Evaluation
Technology Products and Services with Related Solutions RFP #121923
Category 2

		22ndCentury Technologies, Inc.	A3 Communications, Inc.	Access 2 Networks, Inc.	American Signal Corporation	Carahsoft Technology Corp	Castellan Information Security Services	Centrix Technologies, LLC	Computer Aid, Inc.	Core BTS, Inc.	DataCenter Warehouse, LLC	DataHouse Consulting, Inc.	DGR Sy stems	Extreme Networks, Inc.	Fortinet	FOR VIS, LLP
Possible Points																
Conformance to Terms/ Conditions to Include Documentation	50	42	40	37	31	40	37	36	45	39	37	39	40	42	42	38
Pricing	400	280	316	285	275	333	323	290	311	278	295	299	316	320	337	263
Financial, Industry and Marketplace Successes	75	89	85	55	51	88	59	82	68	83	81	83	82	89	68	59
Bidder's Ability to Sell/ Service Contract Nationally	100	86	85	78	89	86	88	89	86	87	75	80	79	87	85	83
Bidder's Marketing Plan	50	43	39	35	33	42	37	36	44	42	40	39	41	41	40	39
Value Added Attributes	75	66	57	54	48	64	61	48	64	82	61	52	83	64	66	60
Warranty Coverages and information	50	41	39	38	38	42	37	37	43	40	38	39	38	42	39	38
Selection and Variety of Products and Services Offered	200	173	161	166	123	166	145	124	174	155	171	151	164	189	176	170
Total Points	1,000	800	800	745	665	838	767	700	834	765	776	782	802	833	853	746
Rank Order		8	7	24	34	2	15	31	3	18	12	19	6	4	1	23

Possible Points	Genetec, Inc.	GoApron, Inc.	GOMAIN EV, Inc.	Guide Soft, Inc	Imagine IT, Inc.	IT Audit Labs, LLC	M9 Solutions, LLC	Maia Learning	Nutri-Link Technologies.com	Nuvalence, LLC	OpenGov, Inc.	Quality and Assurance Technology Corporation	Sena Technologies, Inc.	Sky line Technology Solutions, LLC	Spruce Technology
Conformance to Terms/ Conditions to Include Documentation	50	41	37		41	37	39	40		37	39		41	33	40
Pricing	400	300	317		299	304	310	264		249	288		273	247	299
Financial, Industry and Marketplace Successes	75	60	55		81	58	57	57		81	57		58	54	60
Bidder's Ability to Sell/ Service Contract Nationally	100	80	73		83	70	68	80		82	83		74	72	79
Bidder's Marketing Plan	50	39	35		39	38	37	40		36	42		35	33	40
Value Added Attributes	75	60	59		83	58	62	63		56	57		53	48	61
Warranty Coverages and Information	50	41	39		40	41	37	42		37	40		36	33	34
Selection and Variety of Products and Services Offered	200	135	130		156	158	152	167		141	151		157	158	175
Total Points	1,000	756	744		780	765	753			698	756		727	677	787
Rank Order		20	25		11	17	18.5	22		32	21		27	33	9

Possible Points	TALAS Security, LLC	Tango Networks, Inc.	The Pearl Dream, Inc.	Toxic Suppression, LLC	TrueNorth Consulting Group	US TelePacific Corp	vCloud Tech, Inc.	Vertosoftware	White Rock Security Group, LLC	Xello, Inc.	xFact, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	35	33	29	37	42	36	39	34		38
Pricing	400	288	259	243	314	320	304	306	299		320
Financial, Industry and Marketplace Successes	75	49	55	52	58	63	62	64	58		82
Bidder's Ability to Sell/ Service Contract Nationally	100	67	64	60	78	63	89	81	65		64
Bidder's Marketing Plan	50	33	28	29	37	35	41	38	29		40
Value Added Attributes	75	52	49	47	49	61	49	56	49		58
Warranty Coverages and Information	50	33	34	30	33	43	31	37	34		38
Selection and Variety of Products and Services Offered	200	145	128	127	185	173	151	182	149		148
Total Points	1,000	701	648	617	770	619	742	763	715		786
Rank Order		31	35	36	13	5	28	10	29		

DocuSigned by:

 7F41572C858B4BA....
 Craig West, Procurement Analyst II

DocuSigned by:

 851994C8DEB1414....
 Ginger Line, MPA, NIGP-CPP, CPPB, Senior Procurement Analyst

DocuSigned by:

 AF205E09437943D....
 Scott Dobereiner, Procurement Analyst

DocuSigned by:

 FC1E850FA8DF4AC....
 Ashley Powers, Procurement Analyst



Proposal Evaluation
Technology Products and Services with Related Solutions RFP #121923
Category 3

Possible Points		22nd Century Technologies, Inc.	Carahsoft Technology Corp	Computer Aid, Inc.	EW Recovery	Imagine IT, Inc.	ITAD Solutions	Spruce Technology	The Pearl Dream, Inc.	XS International, LLC
Conformance to RFP Requirements	50	44	38	43	29	39	39	40	30	35
Pricing	400	293	285	284	285	316	319	288	254	226
Financial Viability and Marketplace Success	75	63	59	67	35	55	52	56	53	51
Ability to Sell and Deliver Service	100	84	78	83	48	72	69	77	61	74
Marketing Plan	50	42	37	43	28	35	39	41	34	34
Value Added Attributes	75	63	58	62	44	51	57	54	47	51
Warranty	50	41	37	41	25	39	37	37	33	26
Depth and Breadth of Offered Equipment, Products, or Services	200	176	154	174	113	158	161	159	114	149
Total Points	1,000	806	746	797	607	765	773	752	626	646
Rank Order		1	6	2	9	4	3	5	8	7

DocuSigned by:
Kim Austin
6830543C58384D1
Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Manager

DocuSigned by:
Michael Munoz
0B0204E40D3E445
Michael Munoz, CPPB, Senior Procurement Analyst

DocuSigned by:
Nick Scholer
4513A60DCA01467
Nick Scholer, Procurement Analyst

DocuSigned by:
Nicole Lueth
357BE3B136A34E1
Nicole Lueth, Procurement Analyst

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GovConnection, Inc. dba Connection – Public Sector Solutions, 732 Milford Road, Merrimack, NH 03054 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Daniel Loofe
Phone: (800) 800-0019 ext. 75530
Fax: 603-683-0834
Email: daniel.loofe@connection.com

25798854.03

PLEASE REFER TO THE ABOVE QUOTE #
WHEN ORDERING

Date: 9/8/2025
Valid Through: 10/8/2025
Account #: S02598

Customer Contact: Patrick Conlin
Email: pconlin@cityofwarren.org

Phone: (586) 258-2014
Fax: (810) 759-9222

QUOTE PROVIDED TO:	SHIP TO:
AB#: 19758 CITY OF WARREN PURCHASING DEPT SUITE 425 1 CITY SQUARE WARREN, MI 48093 US (586) 574-4600	AB#: 15583726 CITY OF WARREN COMMUNICATIONS DEPT. 5460 ARDEN AVE 5460 Arden WARREN, MI 48092 US (586) 574-4912

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Heavy Weight Ground	113.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	41588813	Q6Q62C	StoreEver MSL 3040 Scalable Library Base Module	HP StorageWorks	\$ 3,243.18	\$ 3,243.18
2	1	30987731	N7P37A	StoreEver MSL LTO-7 Ultrium 15000 SAS Drive Upgrade Kit	HP StorageWorks	\$ 4,177.46	\$ 4,177.46
3	1	41544582	R6Q75A	MSL LTO-9 45000 SAS PL-3C Internal Tape Drive Upgrade Kit	HP StorageWorks	\$ 5,980.80	\$ 5,980.80
4	1	470161	HA113A1	CP Installation	Hp Enterprise Storageworks	\$ -	\$ -
5	2	41289655	HA113A1#5DU	CTO ENT HPE StoreEver Driv PwrSupCrd Install SVC	Hp Openview	\$ 452.74	\$ 905.48
6	1	41388966	P35176-B21	External 12Gb Mini SAS High Density to Mini SAS High Density 4-lane Fanout Cable, 2m	HP Server Accessories	\$ 254.99	\$ 254.99
7	1	380321	C7978A	Ultrium x 1 - cleaning cartridge	HP Storage Media	\$ 38.00	\$ 38.00
8	20	41314812	Q2079A	45TB LTO-9 RW Tape Cartridge	HP StorageWorks	\$ 93.13	\$ 1,862.60
9	1	13415213	HA114A1#5AM	CTO Enterprise Startup Prol Storage	Hp Enterprise Storageworks	\$ -	\$ -
10	1	41289657	HA114A1#5UE	CTO ENT HPE StoreEver MSL3040 / 6480 BM Stup SVC	Hp Openview	\$ 4,029.71	\$ 4,029.71
11	1	41322219	HU4A6A5#699	For HPE Internal Entitlement Purposes	Hp Enterprise Storageworks	\$ -	\$ -
12	1		HU4A6A5#YJR	HPE MSL 3040 BASE MODULE SUPPORT		\$ 3,102.18	\$ 3,102.18
Subtotal						\$ 23,594.40	
Fee						\$ 0.00	
Shipping and Handling						\$ 100.00	
Tax						Exempt!	
Total						\$ 23,694.40	



ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



COMMUNICATIONS DEPARTMENT
5460 ARDEN AVE.
WARREN, MI 48092
(586) 258-2012
www.cityofwarren.org

August 29, 2025

Mr. Craig Treppa, Purchasing Agent
Ms. Kristina Battle, Budget Director
One City Square, Suite 425
Warren, MI 48093

RE: REQUEST TO PURCHASE TAPE LIBRARY

Dear Craig & Kristina:

I am writing to request your approval for the purchase of a Tape Library Storage Unit for the Communications Department through GovConnection, utilizing Cooperative Contract #121923 with Sourcewell.

As a government entity, we have specific specifications for our tape library. The product we wish to purchase from Sourcewell is exclusively created for and sold to government entities. This tape library will allow us to archive and access our video collection, ensuring the long-term preservation of our video assets. By purchasing this unit through Sourcewell via GovConnection for the amount of \$23,694.40, we anticipate saving approximately \$25,000. Funds for this purchase can be found in account # 250-9250-98412.

I have attached the quote and contract for your review and consideration.

Sincerely,

Clarissa Cayton

Clarissa Cayton
Communications Director
City of Warren

RESOLUTION

Document No: TRI-W-1565
Product or Service: One (1) Tape Library
Requesting Department: Communications

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Police Department has determined that is it necessary in the best interest of the Police Department and the City, to acquire one (1) Tape Library Storage Unit, pursuant to cooperative purchasing.

The purchase will be made from GovConnection, Inc., 732 Milford Road, Merrimack, NH 03054, utilizing the Sourcewell Cooperative Contract #121923-GVC, in the total amount not to exceed \$23,694.40.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in Account: 250-9250-98412.

IT IS RESOLVED, that the purchase of one (1) Tape Library, utilizing the Sourcewell Cooperative Contract #121923-GVC, in the total amount not to exceed \$23,694.40, is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☒ Cooperative Bid Document

☐ Contract

☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2025.

Sonja Buffa
City Clerk