

STATE OF CONNECTICUT
MUNICIPAL ACCOUNTABILITY REVIEW BOARD
SPECIAL MEETING NOTICE AND AGENDA

SPECIAL MEETING AGENDA

Meeting Date and Time: Monday, January 27, 2025, 10:30 AM – Special Meeting

Meeting Location: This will be a Virtual Meeting.
Meeting materials can be found at the following website:
<https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

Call-In Instructions: Telephone: 1-860-840-2075
Meeting ID: 930 222 764#

- I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Erick Russell
- II. Approval of Minutes:
 - a. December 19, 2024, Special Meeting
- III. City of West Haven
 - a. Review, Discussion, and Possible Action: Proposed Bond Anticipation Notes, Issue of 2025, Series A
 - b. Update: Issuance of General Obligation Bonds and Notes in late March 2025
 - c. Mayor’s Executive Summary
 - d. Update: Status of FY 2024 Audit
 - e. Review, Discussion and Possible Actions: Non-Labor Contracts:
 - i. Automatic Data Processing (ADP), Inc. - Payroll and Benefits Services – City and BOE
 - ii. Elm City Materials, Inc. – Paving services for Sidewalk, Driveway, Curb, and Road Repairs
 - iii. Frontier Communications – Internet and Fiber Upgrades for the Police Department
 - f. West Haven Subcommittee Meeting in February
- V. Adjourn



New York Office

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Memorandum

To: John Mehr, Office of Policy and Management
Kimberly Kennison, Office of Policy and Management

From: Bill Lindsay, Munistat Services, Inc.

CC: Mayor Dorinda Borer, City of West Haven
Ron Quagliani, Treasurer, City of West Haven
Michael Gorman, Director of Finance, City of West Haven
David Taylor, Assistant Director of Finance, City of West Haven
Michael Andreana, Pullman & Comley

Date: January 13, 2025

Re: City of West Haven Proposed Bond Anticipation Notes, Issue of 2025, Series A

The following is a summary of the plan of finance for: 1) refinancing of the City's \$10,135,000 General Obligation Bond Anticipation Notes (BANs) which mature on February 13, 2025; and 2) issuance of General Obligation Bonds and Notes in late March 2025:

Plan of Finance – Maturing BANs

The City currently has \$10,135,000 in short-term BANs which were issued on February 15, 2024 and mature on February 13, 2025 (the "2024 BANs"). The 2024 BANs were issued to fund the State of Connecticut school construction grant retainage withheld for the City's high school renovation project. The City recently received approximately \$5.2 million in grant disbursement and plans to apply those grants to pay-down the maturing 2024 BANs. The balance of the maturing 2024 BANs, estimated to be \$5,025,000 when including original issue premium, underwriter's discount and cost of issuance, will be issued for 45-days with a new maturity date of March 27, 2025 (the "2025A" BANs). The 2025A BANs will be retired from grant proceeds when a post-project audit is completed and the balance of the retainage is released. The City does not expect to issue long-term bonds to take out the 2025A BANs. However, in connection with a planned new money bond issue in late March 2025, the City is planning to issue new notes (the "2025B" BANs) to roll-over the 2025A BANs for 12 months until May 2026. The budgetary impact of the 2025A BANs will be discussed later in this memorandum.

The 2025A BANs will be sold to investors via a negotiated sale, with Raymond James as the managing underwriter. Raymond James was the lead underwriter on the City's 2024 bond and note sale when the maturing BANs were originally issued.

The City Council is not required to adopt a new bond ordinance in connection with the roll-over of the maturing 2024 BANs as the authorization for short-term notes was provided in the City's June 2017 bond ordinance for the high school renovation project.

Budgetary Impact of the Proposed February 2025A BAN Issue

Interest due on the 2025A BANs will be paid from the City's fiscal year 2024-25 operating budget. There will be a nominal impact on the current fiscal year budget because the interest due on the 2025A BANs was not originally contemplated in the adopted budget. Please see Tables 1 and 2 here-in for more information on the current year budget impact. Please see Appendix A for the debt service on the proposed 2025A BANs.

Fiscal year 2024-25 adopted budget debt service	\$14,888,446.00
Interest due on the 2025A BANs maturing March 27, 2025	30,738.89
Revised fiscal year 2024-25 debt service	\$14,919,184.89

Table 1

Plan of Finance - Proposed March 2025 Bond & Note Issuance

The City is currently planning to simultaneously issue long-term bonds and short-term notes in late March 2025. As discussed earlier, the new notes ("2025B BANs") would roll-over the 2025A BANs for 12 months. The City also plans to issue \$12,450,000 in new money bonds to fund the fiscal year 2023-24 Capital Budget. The City anticipates having a Bond Ordinance adopted by the City Council on January 27, 2025 and formally presenting the plan of finance for the March bond/note issue to the MARB at its meeting on February 27, 2025.

The 2025 bonds would be structured with a blended amortization based on the useful lives of the assets financed. The principal amortization of the proposed 2025 bonds can be seen in Appendix B here-in. The first interest payment will be at 6-months (September 15, 2025) and the first principal payment will be due at 12-months (March 15, 2026). Both payments will need to be included in the fiscal year 2025-26 budget. The General Fund impact from the proposed 2025 bonds and notes can be seen in Table 2.

Changes to the 5-year Plan Projected Debt Service

The following represents the expected change in the debt service projections from the May 2024 version of the City's 5-year recovery plan. It should be noted that the proposed 2025 bond and note issuance was included in the City's May 2024 5-year recovery plan. The interest estimates in years two through five are less than originally estimated in part due to the recent credit rating upgrades from S&P Global Ratings.

Please note that the revised debt service projection included in Appendix B assume the roll-over the 2025B Retainage Notes for four (4) additional years.

Current Estimate

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>
<u>Total - Existing & New</u>					
Principal	\$ 11,280,000	\$ 9,645,900	\$ 8,519,200	\$ 8,751,200	\$ 7,745,200
Interest	\$ 3,639,185	\$ 3,456,466	\$ 3,484,763	\$ 3,722,190	\$ 3,965,621
Total	\$ 14,919,185	\$ 13,102,366	\$ 12,003,963	\$ 12,473,390	\$ 11,710,821

May 2024 Adopted 5-yr Plan

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>
<u>Total - Existing & New</u>					
Principal	\$ 11,280,000	\$ 9,645,900	\$ 8,519,200	\$ 8,751,980	\$ 7,745,943
Interest	\$ 3,608,446	\$ 3,732,301	\$ 3,740,263	\$ 3,977,729	\$ 4,221,118
Total	\$ 14,888,446	\$ 13,378,201	\$ 12,259,463	\$ 12,729,709	\$ 11,967,061
Variance	\$ 30,739	\$ (275,835)	\$ (255,500)	\$ (256,319)	\$ (256,240)

Table 2

Appendix A

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City of West Haven, Connecticut General Obligation Bond Anticipation Notes, Issue of 2025 Market as of January 7, 2025

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SOURCES AND USES OF FUNDS

City of West Haven, Connecticut
General Obligation Bond Anticipation Notes, Issue of 2025
Market as of January 7, 2025

Dated Date	02/13/2025
Delivery Date	02/13/2025

Sources:

Bond Proceeds:	
Par Amount	5,030,000.00
Premium	6,086.30
	<hr/>
	5,036,086.30
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	5,000,000.00
Debt Service Fund	<hr/> 1,026.30
	5,001,026.30
Delivery Date Expenses:	
Cost of Issuance	25,000.00
Underwriter's Discount	<hr/> 10,060.00
	35,060.00
	<hr/>
	5,036,086.30
	<hr/> <hr/>

BOND SUMMARY STATISTICS

City of West Haven, Connecticut General Obligation Bond Anticipation Notes, Issue of 2025 Market as of January 7, 2025

Dated Date	02/13/2025
Delivery Date	02/13/2025
Last Maturity	03/27/2025
Arbitrage Yield	4.035558%
True Interest Cost (TIC)	5.711435%
Net Interest Cost (NIC)	5.646364%
All-In TIC	9.950919%
Average Coupon	5.000000%
Average Life (years)	0.122
Weighted Average Maturity (years)	0.122
Duration of Issue (years)	0.122
Par Amount	5,030,000.00
Bond Proceeds	5,036,086.30
Total Interest	30,738.89
Net Interest	34,712.59
Total Debt Service	5,060,738.89
Maximum Annual Debt Service	5,060,738.89
Average Annual Debt Service	41,406,045.46
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	2.000000
Total Underwriter's Discount	2.000000
Bid Price	99.921000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>PV of 1 bp change</i>
Bond Anticipation Note	5,030,000.00	100.121	5.000%	0.122	50.30
	5,030,000.00			0.122	50.30

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	5,030,000.00	5,030,000.00	5,030,000.00
+ Accrued Interest			
+ Premium (Discount)	6,086.30	6,086.30	6,086.30
- Underwriter's Discount	-10,060.00	-10,060.00	
- Cost of Issuance Expense		-25,000.00	
- Other Amounts			
Target Value	5,026,026.30	5,001,026.30	5,036,086.30
Target Date	02/13/2025	02/13/2025	02/13/2025
Yield	5.711435%	9.950919%	4.035558%

BOND PRICING

**City of West Haven, Connecticut
General Obligation Bond Anticipation Notes, Issue of 2025
Market as of January 7, 2025**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>Premium (-Discount)</i>	<i>Takedown</i>
Bond Anticipation Note:	03/27/2025	5,030,000	5.000%	4.000%	100.121	6,086.30	1.000
		5,030,000				6,086.30	

Dated Date	02/13/2025	
Delivery Date	02/13/2025	
First Coupon	03/27/2025	
Par Amount	5,030,000.00	
Premium	6,086.30	
Production	5,036,086.30	100.121000%
Underwriter's Discount	-10,060.00	-0.200000%
Purchase Price	5,026,026.30	99.921000%
Accrued Interest		
Net Proceeds	5,026,026.30	

BOND DEBT SERVICE

City of West Haven, Connecticut
General Obligation Bond Anticipation Notes, Issue of 2025
Market as of January 7, 2025

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
03/27/2025	5,030,000	5.000%	30,738.89	5,060,738.89	
06/30/2025					5,060,738.89
	5,030,000		30,738.89	5,060,738.89	5,060,738.89

BOND DEBT SERVICE

City of West Haven, Connecticut
General Obligation Bond Anticipation Notes, Issue of 2025
Market as of January 7, 2025

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2025	5,030,000	5.000%	30,738.89	5,060,738.89
	5,030,000		30,738.89	5,060,738.89

PROOF OF ARBITRAGE YIELD

City of West Haven, Connecticut
General Obligation Bond Anticipation Notes, Issue of 2025
Market as of January 7, 2025

<i>Date</i>	<i>Debt Service</i>	<i>Present Value to 02/13/2025 @ 4.0355576147%</i>
03/27/2025	5,060,738.89	5,036,086.30
	5,060,738.89	5,036,086.30

Proceeds Summary

Delivery date	02/13/2025
Par Value	5,030,000.00
Premium (Discount)	6,086.30
Target for yield calculation	5,036,086.30

FORM 8038 STATISTICS

City of West Haven, Connecticut General Obligation Bond Anticipation Notes, Issue of 2025 Market as of January 7, 2025

Dated Date 02/13/2025
Delivery Date 02/13/2025

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Bond Anticipation Note:	03/27/2025	5,030,000.00	5.000%	100.121	5,036,086.30	5,030,000.00
		5,030,000.00			5,036,086.30	5,030,000.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	03/27/2025	5.000%	5,036,086.30	5,030,000.00		
Entire Issue			5,036,086.30	5,030,000.00	0.1222	4.0356%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	35,060.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Appendix B

CITY OF WEST HAVEN
General Fund Fund
Existing Bonded Debt - By Purpose

Fiscal Year	Existing Debt - Deficit (2017)			Existing Debt - City Purpose			Existing Debt - BOE Purpose			Existing Debt - Sewer Purpose (Paid from General Fund)			BAN Interest	Total Existing Debt Service		
	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Interest	Principal	Interest	P&I
2024-25	1,615,000	281,875	\$ 1,896,875	\$ 5,075,056	\$ 858,671	\$ 5,933,727	\$ 4,403,944	\$ 1,854,966	\$ 6,258,910	\$ 186,000	\$ 109,000	\$ 295,000	\$ 503,935	\$ 11,280,000	\$ 3,608,446	\$ 14,888,446
2025-26	1,610,000	201,250	1,811,250	3,408,000	647,763	4,055,763	3,513,000	1,666,619	5,179,619	179,000	99,875	278,875		8,710,000	2,615,506	11,325,506
2026-27	1,610,000	120,750	1,730,750	2,221,000	519,790	2,740,790	2,725,000	1,528,098	4,253,098	179,000	90,925	269,925		6,735,000	2,259,563	8,994,563
2027-28	1,610,000	40,250	1,650,250	1,616,000	437,070	2,053,070	2,455,000	1,416,205	3,871,205	179,000	81,975	260,975		5,860,000	1,975,500	7,835,500
2028-29			-	1,323,000	373,626	1,696,626	2,452,000	1,309,739	3,761,739	155,000	73,625	228,625		3,930,000	1,756,991	5,686,991
2029-30			-	1,062,000	317,153	1,379,153	2,428,000	1,203,285	3,631,285	155,000	65,875	220,875		3,645,000	1,586,313	5,231,313
2030-31			-	957,000	272,975	1,229,975	2,408,000	1,097,600	3,505,600	155,000	58,125	213,125		3,520,000	1,428,700	4,948,700
2031-32			-	957,000	231,845	1,188,845	2,408,000	992,580	3,400,580	155,000	50,375	205,375		3,520,000	1,274,800	4,794,800
2032-33			-	847,000	192,915	1,039,915	2,348,000	888,760	3,236,760	155,000	42,625	197,625		3,350,000	1,124,300	4,474,300
2033-34			-	847,000	156,185	1,003,185	2,348,000	786,140	3,134,140	155,000	34,875	189,875		3,350,000	977,200	4,327,200
2034-35			-	773,000	119,735	892,735	2,142,000	683,740	2,825,740	155,000	27,125	182,125		3,070,000	830,600	3,900,600
2035-36			-	465,000	92,625	557,625	2,090,000	592,350	2,682,350	155,000	19,375	174,375		2,710,000	704,350	3,414,350
2036-37			-	465,000	71,825	536,825	2,090,000	502,000	2,592,000	155,000	11,625	166,625		2,710,000	585,450	3,295,450
2037-38			-	465,000	51,025	516,025	2,070,000	412,050	2,482,050	155,000	3,875	158,875		2,690,000	466,950	3,156,950
2038-39			-	330,000	33,600	363,600	2,040,000	323,250	2,363,250			-		2,370,000	356,850	2,726,850
2039-40			-	280,000	19,550	299,550	2,035,000	235,200	2,270,200			-		2,315,000	254,750	2,569,750
2040-41			-	75,000	8,000	83,000	1,390,000	147,400	1,537,400			-		1,465,000	155,400	1,620,400
2041-42			-	75,000	5,000	80,000	1,390,000	91,800	1,481,800			-		1,465,000	96,800	1,561,800
2042-43			-	35,000	2,800	37,800	640,000	51,200	691,200			-		675,000	54,000	729,000
2043-44			-	35,000	1,400	36,400	640,000	25,600	665,600			-		675,000	27,000	702,000
	\$ 6,445,000	\$ 644,125	\$ 7,089,125	\$ 21,311,056	\$ 4,413,552	\$ 25,724,608	\$ 44,015,944	\$ 15,808,582	\$ 59,824,526	\$ 2,273,000	\$ 769,275	\$ 3,042,275	\$ 503,935	\$ 74,045,000	\$ 22,139,468	\$ 96,184,468

CITY OF WEST HAVEN, CONNECTICUT
Existing & Proposed Debt Service - Based on FY 2025 Capital Plan
General Fund - All Purposes

Fiscal Year	Existing Debt - General Fund (excluding BAN interest)			WHHS BANs State Retainage	General Fund Projects Only															Total General Fund Debt - Existing & Proposed			
					2025 Bonds Series - \$12.2M FY 2023-24 Capital Budget			2026 Bonds Series - \$8.2M FY 2024-25 Capital Budget			2027 Bonds Series - \$12.2M FY 2025-26 Capital Plan			2028 Bonds Series - \$12.1M FY 2026-27 Capital Plan			2029 Bonds Series - \$10.5M FY 2026-28 Capital Plan						
	Principal	Interest	P&I		Interest	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I
2024-25	\$ 11,280,000	\$ 3,608,446	\$ 14,888,446	\$ 30,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,280,000	\$ 3,639,185	\$ 14,919,185
2025-26	8,710,000	2,615,506	11,325,506	251,250	935,900	589,710	1,525,610	-	-	-	-	-	-	-	-	-	-	-	-	-	9,645,900	3,456,466	13,102,366
2026-27	6,735,000	2,259,563	8,994,563	251,250	907,000	563,250	1,470,250	877,200	410,700	1,287,900	-	-	-	-	-	-	-	-	-	-	8,519,200	3,484,763	12,003,963
2027-28	5,860,000	1,975,500	7,835,500	251,250	907,000	517,900	1,424,900	872,200	366,840	1,239,040	1,112,000	610,700	1,722,700	-	-	-	-	-	-	-	8,751,200	3,722,190	12,473,390
2028-29	3,930,000	1,756,991	5,686,991	251,250	908,000	472,550	1,380,550	872,200	323,230	1,195,430	1,037,000	555,100	1,592,100	998,000	606,500	1,604,500	-	-	-	-	7,745,200	3,965,621	11,710,821
2029-30	3,645,000	1,586,313	5,231,313		908,000	427,150	1,335,150	872,200	279,620	1,151,820	1,038,000	503,250	1,541,250	997,000	556,600	1,553,600	883,000	524,800	1,407,800	8,343,200	3,877,733	12,220,933	
2030-31	3,520,000	1,428,700	4,948,700		704,000	381,750	1,085,750	871,200	236,010	1,107,210	1,031,000	451,350	1,482,350	997,000	506,750	1,503,750	885,000	480,650	1,365,650	8,008,200	3,485,210	11,493,410	
2031-32	3,520,000	1,274,800	4,794,800		704,000	346,550	1,050,550	568,000	192,450	760,450	1,031,000	399,800	1,430,800	997,000	456,900	1,453,900	884,000	436,400	1,320,400	7,704,000	3,106,900	10,810,900	
2032-33	3,350,000	1,124,300	4,474,300		704,000	311,350	1,015,350	568,000	164,050	732,050	789,000	348,250	1,137,250	997,000	407,050	1,404,050	878,000	392,200	1,270,200	7,286,000	2,747,200	10,033,200	
2033-34	3,350,000	977,200	4,327,200		704,000	276,150	980,150	568,000	135,650	703,650	789,000	308,800	1,097,800	787,000	357,200	1,144,200	876,000	348,300	1,224,300	7,074,000	2,403,300	9,477,300	
2034-35	3,070,000	830,600	3,900,600		704,000	240,950	944,950	568,000	107,250	675,250	789,000	269,350	1,058,350	787,000	317,850	1,104,850	612,000	304,500	916,500	6,530,000	2,070,500	8,600,500	
2035-36	2,710,000	704,350	3,414,350		423,000	205,750	628,750	568,000	78,850	646,850	789,000	229,900	1,018,900	787,000	278,500	1,065,500	612,000	273,900	885,900	5,889,000	1,771,250	7,660,250	
2036-37	2,710,000	585,450	3,295,450		423,000	184,600	607,600	111,000	50,450	161,450	789,000	190,450	979,450	787,000	239,150	1,026,150	612,000	243,300	855,300	5,432,000	1,493,400	6,925,400	
2037-38	2,690,000	466,950	3,156,950		423,000	163,450	586,450	111,000	44,900	155,900	283,000	151,000	434,000	786,000	199,800	985,800	612,000	212,700	824,700	4,905,000	1,238,800	6,143,800	
2038-39	2,370,000	356,850	2,726,850		423,000	142,300	565,300	111,000	39,350	150,350	283,000	136,850	419,850	290,000	160,500	450,500	612,000	182,100	794,100	4,089,000	1,017,950	5,106,950	
2039-40	2,315,000	254,750	2,569,750		423,000	121,150	544,150	111,000	33,800	144,800	283,000	122,700	405,700	290,000	146,000	436,000	253,000	151,500	404,500	3,675,000	829,900	4,504,900	
2040-41	1,465,000	155,400	1,620,400		400,000	100,000	500,000	110,000	28,250	138,250	283,000	108,550	391,550	290,000	131,500	421,500	253,000	138,850	391,850	2,801,000	662,550	3,463,550	
2041-42	1,465,000	96,800	1,561,800		400,000	80,000	480,000	91,000	22,750	113,750	283,000	94,400	377,400	290,000	117,000	407,000	253,000	126,200	379,200	2,782,000	537,150	3,319,150	
2042-43	675,000	54,000	729,000		400,000	60,000	460,000	91,000	18,200	109,200	221,000	80,250	301,250	290,000	102,500	392,500	253,000	113,550	366,550	1,930,000	428,500	2,358,500	
2043-44	675,000	25,600	700,600		400,000	40,000	440,000	91,000	13,650	104,650	221,000	69,200	290,200	252,000	88,000	340,000	253,000	100,900	353,900	1,892,000	337,350	2,229,350	
2044-45	-	-	-		400,000	20,000	420,000	91,000	9,100	100,100	221,000	58,150	279,150	252,000	75,400	327,400	253,000	88,250	341,250	1,217,000	250,900	1,467,900	
2045-46	-	-	-		-	-	-	91,000	4,550	95,550	221,000	47,100	268,100	252,000	62,800	314,800	253,000	75,600	328,600	817,000	190,050	1,007,050	
2046-47	-	-	-		-	-	-	-	-	-	221,000	36,050	257,050	252,000	50,200	302,200	253,000	62,950	315,950	726,000	149,200	875,200	
2047-48	-	-	-		-	-	-	-	-	-	50,000	25,000	75,000	252,000	37,600	289,600	253,000	50,300	303,300	555,000	112,900	667,900	
2048-49	-	-	-		-	-	-	-	-	-	50,000	22,500	72,500	50,000	25,000	75,000	253,000	37,650	290,650	353,000	85,150	438,150	
2049-50	-	-	-		-	-	-	-	-	-	50,000	20,000	70,000	50,000	22,500	72,500	50,000	25,000	75,000	150,000	67,500	217,500	
2050-51	-	-	-		-	-	-	-	-	-	50,000	17,500	67,500	50,000	20,000	70,000	50,000	22,500	72,500	150,000	60,000	210,000	
2051-52	-	-	-		-	-	-	-	-	-	50,000	15,000	65,000	50,000	17,500	67,500	50,000	20,000	70,000	150,000	52,500	202,500	
2052-53	-	-	-		-	-	-	-	-	-	50,000	12,500	62,500	50,000	15,000	65,000	50,000	17,500	67,500	150,000	45,000	195,000	
2053-54	-	-	-		-	-	-	-	-	-	50,000	10,000	60,000	50,000	12,500	62,500	50,000	15,000	65,000	150,000	37,500	187,500	
2054-55	-	-	-		-	-	-	-	-	-	50,000	7,500	57,500	50,000	10,000	60,000	50,000	12,500	62,500	150,000	30,000	180,000	
2055-56	-	-	-		-	-	-	-	-	-	50,000	5,000	55,000	50,000	7,500	57,500	50,000	10,000	60,000	150,000	22,500	172,500	
2056-57	-	-	-		-	-	-	-	-	-	50,000	2,500	52,500	50,000	5,000	55,000	50,000	7,500	57,500	150,000	15,000	165,000	
2057-58	-	-	-		-	-	-	-	-	-	-	-	-	50,000	2,500	52,500	50,000	5,000	55,000	100,000	7,500	107,500	
2058-59	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	50,000	2,500	52,500	50,000	2,500	52,500	
	\$ 74,045,000	\$ 22,138,068	\$ 96,183,068	\$ 1,035,739	\$ 12,200,900	\$ 5,244,560	\$ 17,445,460	\$ 8,214,000	\$ 2,559,650	\$ 10,773,650	\$ 12,214,000	\$ 4,908,700	\$ 17,122,700	\$ 12,130,000	\$ 5,035,300	\$ 17,165,300	\$ 10,496,000	\$ 4,482,100	\$ 14,978,100	\$ 129,299,900	\$ 45,404,117	\$ 174,704,017	



Office of the Finance Director

City of West Haven
355 Main Street
West Haven, Connecticut 06516

MARB Contract Form

MARB Meeting Date:	January 27, 2025				
Contract Name	Benefit and Payroll Services				
City Agency	Finance Department				
Vendor Utilized	ADP				
Address	One ADP Blvd				
City, State, Zip	Roseland, NJ				
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2025-22] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents	4 ADP UKG People Guru Cognizant/Workday				
Quote No('s) if applicable					
Source of Funds	City and Board of Education Operating Funds				
Quantity	0.00	Price Per:	\$0.00	Total Price	\$1,243,155.32 (Three Year Cost) + Future contingency cost as needed
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>The City of West Haven issued an RFP for benefit and payroll services. The City received four responses as listed above. After reviewing with the City Procurement Senior Buyer, Payroll Manager, Finance Director City and Finance Director for the Board of Education, The City has opted to remain with ADP.</p> <p>ADP, the City's current vendor, was the lowest bidder. After a collective discussion ADP would be the most advantageous choice for the following reasons:</p> <ul style="list-style-type: none">• The transition occurs at the fiscal year's end, minimizing disruption.• ADP is offering program optimization at no additional cost, allowing us to audit and verify current data.• ADP has committed to no price increase for Year 1, with only a 3% increase for Years 2 and 3. <p>UKG was the City second choice and offered functionality comparable to ADP. However, their price was slightly higher than ADP's.</p> <p>Cognizant/Workday presented an innovative and dynamic solution, , their proposal included a significant one-time cost of \$1.1M and continued increases over Years 2 and 3. These factors rendered their proposal less feasible at this time.</p> <p>People Guru was a small company, with less municipal experience on payroll and benefits.</p>				
Department Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst				
Finance Review and Submission [Name and Title]					

BID TALLY SHEET

JOB: RFP 2025-22

DATE: 9/19/2024

~~Exp~~ Payroll/Benefits Application.

PROPOSER:

AMOUNT:

[illegible]

One Time Cost		Annual Cost			Additional Services			Grand Total			
Vendor	YR 1	YR 1	YR 2	YR 3	YR 1	YR 2	YR 3	YR 1	YR 2	YR 3	Total
ADP	\$5,000.00	\$400,580.84	\$412,598.27	\$424,976.21	\$0.00	\$0.00	\$0.00	\$405,580.84	\$412,598.27	\$424,976.21	\$1,243,155.32
Cognizant/Workday	\$1,195,237.00	\$342,014.00	\$348,853.00	\$355,831.00	\$0.00	\$0.00	\$0.00	\$1,537,251.00	\$348,853.00	\$355,831.00	\$2,241,935.00
UKG	\$82,000.00	\$412,800.00	\$412,800.00	\$412,000.00	\$0.00	\$0.00	\$0.00	\$494,800.00	\$412,800.00	\$412,000.00	\$1,319,600.00



Presented To

City of West Haven



ADP Human Capital Management

September 19, 2024

Presented By

Robert Grossman

973-520-5746

Robert.grossman@adp.com



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Cover Letter

September 19, 2024

City of West Haven
355 Main Street
West Haven, CT 06516

Dear Kathy,

Thank you for the opportunity to share how ADP can help address your critical business challenges and further your human capital management (HCM) strategy. From discussions with City of West Haven, we understand your primary goals in partnering for ADP Human Capital Management include:

- Expanding into new markets / going global.
- Remaining agile / gaining data insight / making the right workforce decisions.
- Recruiting talent / winning the war for talent.
- Engaging employees / empowering employees in their own success.
- Managing costs / reducing number of systems / working more efficiently.
- Maintaining compliance / stay up-to-date / avoiding penalties.

You can be confident the solution and services we've outlined will help address these challenges while bringing efficiencies that can reduce your administrative burden, control operating expenses and drive revenue growth.

If you have questions regarding our service or capabilities, please contact me using the information below. I look forward to discussing next steps in your partner search, including:

- Meeting to discuss our enclosed solution proposal.
- Conducting an analysis to better understand your current business processes and technology.
- Discussing key business drivers and partnership expectations.
- Reviewing the key findings from our analysis/discovery session and prioritizing your goals and expected outcomes.

Sincerely,

Robert Grossman
973-520-5746
Robert.grossman@adp.com



Executive Summary

The way organizations view human capital management (HCM) has evolved. Technology is still an important component, but it is only part of what drives efficiency and cost savings. Organizations also need the right combination of expertise and best-practice insight to move in the right direction and fully realize their objectives.

To gain the most cost savings, City of West Haven must delegate time-consuming administrative processes and leverage a software-with-service solution. This model combines technology with service and helps you manage your workforce and boost operational effectiveness — without the hefty IT infrastructure price tag. In this blended model, your key resources are free to focus on your core business while your HCM partner works for you.

City of West Haven can deploy an effective HCM strategy and resolve your most critical business challenges by choosing ADP — a service provider that not only understands your challenges but delivers the solutions and support to address them.

Business challenges

We understand City of West Haven's primary business challenges today are:

Quality service

Many HCM vendors today make big promises when it comes to client support — promises that can then feel empty when you're faced with ticket management systems, long wait times and ill-equipped service representatives using outdated support tools. Employers are already sacrificing so many things today; service should not be one of them.

ADP can help. ADP delivers the service and expertise employers like City of West Haven expect and deserve.

- **Implementation and service experts** partner with you to find the right solutions to achieve your goals, tailor those solutions to meet your needs now and continuously evolve as your needs change.
- Your **dedicated ADP client success executive** serves as your trusted HCM advisor and advocate, helps ensure solution adoption and develops and executes your ADP Client Success Plan focused on achieving your desired outcomes.
- ADP product and HCM subject-matter experts familiar with your specific solution provide day-to-day support for City of West Haven's administrators; they offer insights using specialized support technology with built-in AI and machine learning for **real-time collaboration** with other ADP product experts.
- ADP Strategic Advisory Services provides **actionable ideas** to help you optimize your HCM solution and strategy through talent, workforce, compliance, payroll and HR service delivery, change management and communications strategies.



- **ADP Professional Services** (optional) offers HCM subject-matter experts for project management, change management, system testing, API support, HCM process evaluation and staff when needed to backfill existing team members on leave or for a special project.

This integrated service approach brings product and subject-matter experts together to support real-time collaboration, deliver quick and accurate support, anticipate your future needs and help you maximize your investment as soon as possible.

Maintaining compliance

Employers face daunting and potentially costly changes in labor laws, tax regulations and health care reform. Non-compliance penalties can eat into your profit margins. Managing compliance while still serving clients, building a workforce and meeting the demands of a competitive marketplace is a burden many organizations struggle to bear.

ADP can help. Our compliance experts analyze legislative requirements as they emerge, and we keep our clients updated through regular communications. We also offer services and technology to help you:

- *Reduce your labor costs and risk of non-compliance with labor law.* Our workforce management solution helps you track and manage employee time against your internal policies and assists with Fair Labor Standards Act (FLSA) pay rule compliance. We also provide additional ADP compliance resources exclusively for workforce management clients, including timely, consistent information on federal, state and local regulatory compliance and access to ADP expert compliance consultants.
- *Comply with health care reform.* ADP Health Compliance supports your ACA compliance strategy as you manage eligibility assessment, affordability determination, regulatory management and reporting.
- *Remove the burden of tax law compliance.* Our team of tax researchers corresponds with federal, state and local agencies on pending or planned tax law changes and updates.

With hundreds of associates dedicated to monitoring, interpreting and deploying legislative changes, ADP works for your compliance while you continue to focus on your day-to-day business.

Managing costs

Competitive, efficient organizations streamline processes to reduce operating expenses. Costly errors in time calculation and inefficient check distribution add up quickly and are often hard to identify with an in-house system. PricewaterhouseCoopers found organizations can save close to 30 percent of their current HCM technology and full-time employee expenses by unifying these processes with a single solution.

ADP can help. With ADP's combined model of technology, process and people, City of West Haven can achieve the lowest possible HCM cost-per-employee while rediscovering time to focus on your truly strategic, revenue-producing initiatives.



City of West Haven can:

- Reduce your technology investment by using integrated technology that supports a decentralized workforce.
- Minimize labor costs by offering employees support through mobile-optimized self-service.
- Limit your risk of costly ACA non-compliance penalties.
- Control health care costs by engaging employees to make informed health care decisions.
- Stimulate growth and revenue by reducing time to hire and overall recruiting costs.

Business agility

Many organizations struggle to stay agile while doing more with less. Using too many systems can impede your ability to provide quality service to your customers and respond to changing business conditions.

ADP can help. ADP's HCM suite covers the entire employment life cycle with solutions that work together to provide timely, accurate data. City of West Haven's decision-makers gain insight to respond quickly and effectively as business conditions change.

In addition, City of West Haven can reduce operating expenses as you eliminate unnecessary infrastructure (such as hosting technology) and offload processes that burden your HR and technical resources. While ADP manages these administrative tasks, your resources can turn more attention to strategic activities. By reducing overhead costs, City of West Haven can improve margins and have greater reserves on hand to respond when your business demands agility.

Employee engagement

More productive, engaged employees can help deliver increased profits and shareholder value. Engagement is on the minds of nearly all executives as they try to find, develop and keep the best talent. However, most senior leaders struggle with defining and implementing an effective engagement strategy.



ADP can help. ADP provides clients ways to actively engage their employees through user-friendly technology, paperless processes and a consumer-like user experience that aligns with employee expectations.

Through our intuitive mobile app, employees gain immediate access to real-time data at their fingertips — giving them the ability (depending on your ADP solution mix) to view pay statements, enroll in benefits, track their time and view City of West Haven information.



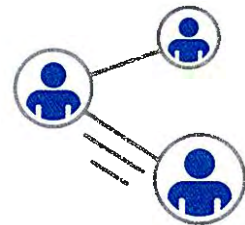
Our talent offerings also enable employees to improve their skills, accelerate their career advancement and contribute to your organization's success. With a forum to gather and gauge employee goals, competencies and performance, City of West Haven can leverage your talent processes to align employees' productivity to your business goals.

Through automation, structure and control over these and other internal processes, City of West Haven can increase efficiencies, reduce costs and help ensure all employees play an active role in their own success.

Talent management and recruiting

Although an organization's most valuable resource is its employees, employees who do not feel valued may look to change jobs. New talent can invigorate an organization, but employee turnover can also increase operating costs. A drain of employee experience can increase the time needed to accomplish tasks as new hires must be trained and become competent in the new roles. To minimize the time positions are unfilled, employers must support multiple recruiting and communication strategies — including social and mobile platforms — so they can connect with the best applicants.

ADP can help. ADP's recruiting solution incorporates social and mobile tools so you can attract and engage the best candidates. Integrated candidate data collection, screening services and intelligent search capabilities support a simplified applicant experience. In addition, hiring data integrates with your HCM data to provide visibility into your current hiring processes as they relate to your overall talent strategy.



City of West Haven can combine our integrated background screening and tax credit services with your recruiting process to increase efficiencies and take advantage of available tax incentives, which decreases costs and improves margins.

Expanding into new markets

Organizations expanding into new markets often have dynamic business plans but are challenged with moving quickly enough to effectively support those plans. System and vendor challenges, global compliance concerns and lack of internal expertise can cause anxiety about meeting strategic HR needs. Employers need integrated, comprehensive technology that offers a user-centric experience and supports complexity, growing insight and a 24x7 work environment.

ADP can help. ADP can help City of West Haven survey global trends and explore opportunities to improve your success when expanding into new markets. We lessen risk for clients by providing compliance expertise in 140 countries. Expanding your global reach can create a daunting data management challenge. ADP offers real-time insights to help you make strategic decisions about where, when and how to expand your reach.

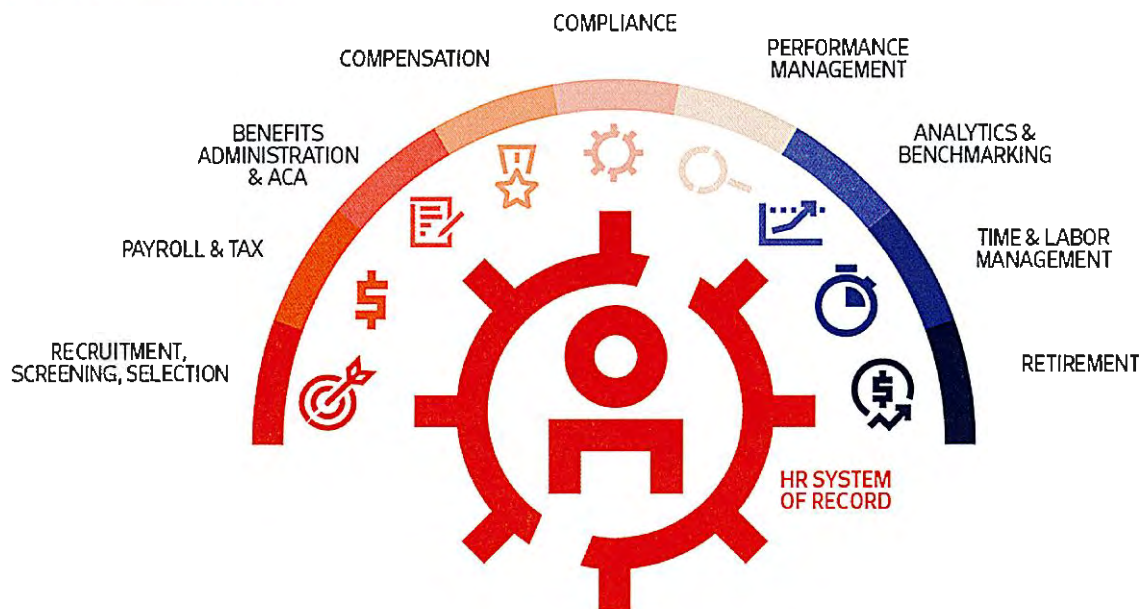




Conclusion

Business challenges impact not only your bottom line but how your workforce spends time every day. City of West Haven can streamline processes, gain insight and optimize efficiencies to drive your HCM strategy — not distract from it. By partnering with ADP, you have the support of an experienced provider with proven solutions across the full spectrum of HCM.

From Hire to Retire



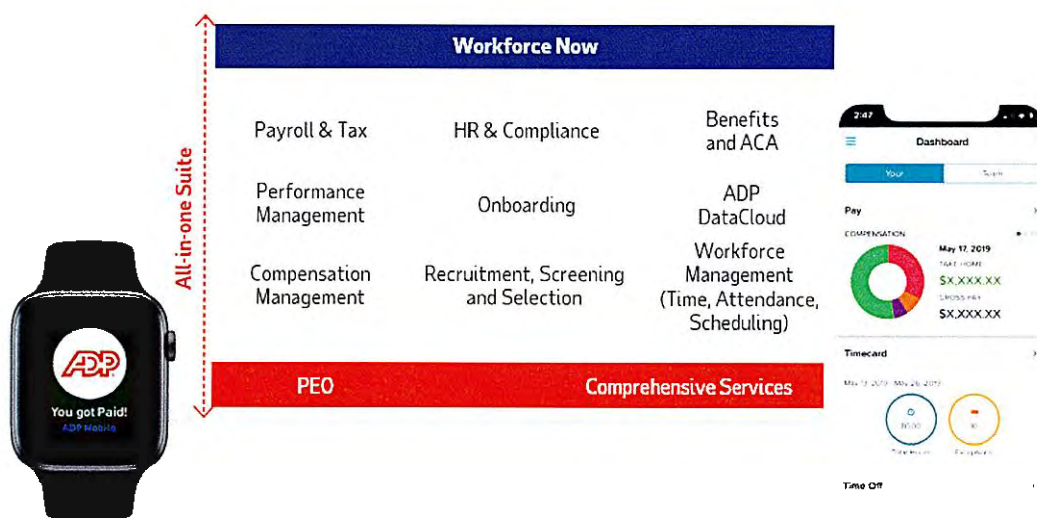


Solution Overview

Human capital management

ADP Workforce Now is a configurable, cloud-based HR platform that helps your company navigate the challenges of today's business environment. Built on a single database, this all-in-one platform helps you manage your people, reduce administrative tasks and stay compliant while delivering an intuitive, streamlined experience across all levels of your organization.

A cloud-based HR platform that makes it easier to manage your workforce



Solution highlights include:

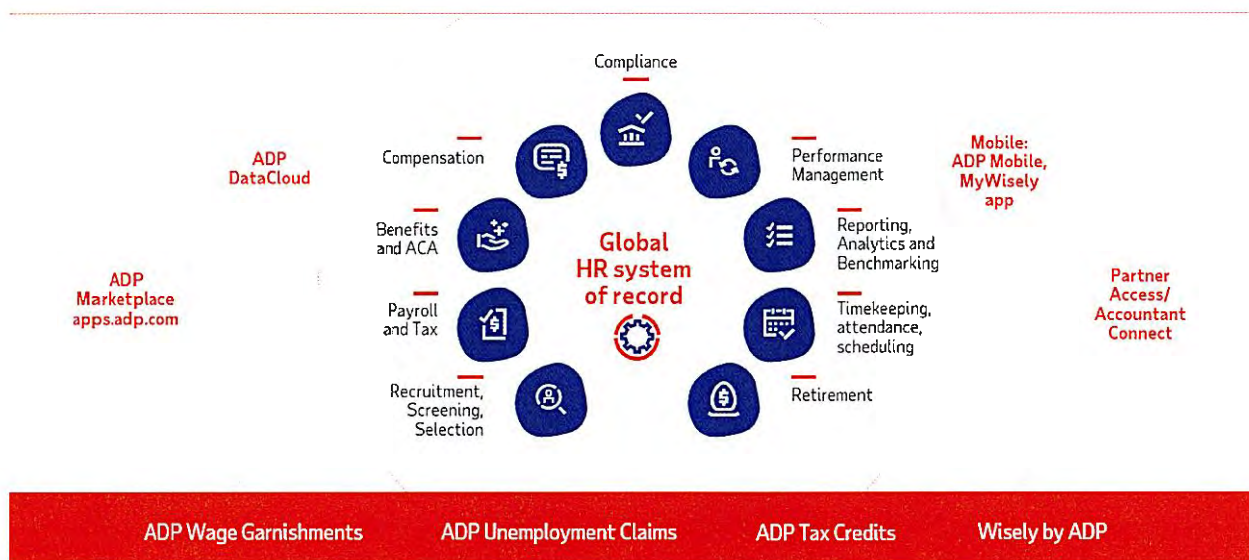
- **Real insight** into your business via payroll, human resources, benefits, time and talent information with benchmarks that show how you compare to organizations, industries and locations like yours so you can make confident, strategic decisions.
- Human resources with **configurable workflows and online document storage** helps you reduce the time spent on paperwork and increase the time spent managing and transforming your people.
- An **intuitive, process-oriented user experience**, including web, mobile and tablet access, to maximize efficiency and productivity across HCM capabilities.
- Workflow ensures the right person has the right information at the right time by supporting **collaborative HCM processes**.
- Anytime, anywhere access to quickly and accurately process payroll and **support your compliance** obligations.



- Benefits administration and ACA data collection to facilitate compliance and **help your employees** find the benefits that are right for them.
- Talent recruiting through **branded career sites and intuitive dashboards**.
- Automated timekeeping, attendance tracking and scheduling to help you **manage labor costs, boost productivity and simplify compliance**.
- Paperless solutions to further your go-green initiatives by **helping reduce paper and gain control** over the enormous amount of employee records (electronic document management with ADP Document Cloud, online pay slips, etc.).
- Reporting, analytics and benchmarking to provide **meaningful metrics and actionable insights**; compelling graphics with drill-down capabilities provide stakeholders relevant information.
- A client success executive who partners with you to help **maximize the benefit of your ADP solution and services**.

ADP Workforce Now

More than a product, it's an ecosystem



ADP was recently recognized as a **Customers' Choice in 2021 Gartner Peer Insights "Voice of the Customer": Cloud HCM Suites** for 1,000+ Employee Enterprises. Distinguished as a Customers' Choice in both the Midsize Enterprises category and North America category representing enterprises with 1,000+ employees, ADP's recognition stems from ratings from end-user professionals who have experience purchasing, implementing or using ADP Workforce Now.

As a leading global technology company providing HCM solutions, our comprehensive suite covers the entire HCM spectrum — from HR and talent, payroll and workforce management, to benefits administration and analytics. The following pages outline the specific solution we're proposing to City of West Haven and how our one-stop solution can help you address your business challenges.



Interfacing and APIs

ADP's integration services team comprises subject-matter experts from across our organization. An ADP-assigned interface consultant analyzes City of West Haven's integration needs and determines the optimal tool to implement and best meet those needs. Our goal is to create an automated solution that provides smooth data movement from City of West Haven's system to ADP's system or vice versa.

Depending on City of West Haven's ADP solution and overall integration needs, available integration methods may include:

Universal import/ADP Data Bridge. This data template and integration tool can be leveraged by City of West Haven using an ERP or a third-party HR system for automated, unidirectional employee data integration into ADP's system.

ADP API Central. ADP API Central can be purchased online through the ADP Marketplace and activated within minutes. Immediately after activation, users can select from a robust library of ADP APIs and begin building the integrations. Project templates include:

- *Employee demographic data (read only).* Read employee email addresses and demographic data from ADP.
- *Employee demographic data (read/write).* Read and write employee email addresses and demographic data to update employee profiles.
- *New hire onboarding (read/write).* Send new hires, onboard completed hires or read and rehire existing employees to ADP.
- *Time and attendance (read only).* Read employee timecards from ADP.
- *Time and attendance (read/write).* Read and update timecards from ADP workforce management platforms.
- *Paid time off (read/write).* Read or write basic paid time off.
- *Payroll input (read/write).* Read worker profile data, receive event notifications when worker data changes and send earnings inputs to ADP.

Users have self-service access to API documentation with associated use cases and code samples, as well as live support. Experts are available to guide development efforts. Consulting includes selecting appropriate APIs for your projects, providing guidance on interacting with the applications to be integrated and sharing development best practices.

ADP API Central leverages OpenID Connect and OAuth 2.0 authentication and authorization to ensure only authorized users and systems can access the data available via APIs. Regular security assessments and continuous monitoring ensure an ongoing focus on data security and integrity.

ADP Marketplace. ADP Marketplace is the largest open HCM ecosystem that gives City of West Haven the flexibility to try, buy and implement HR solutions that connect to your ADP platform. Apps can be pre-integrated with City of West Haven's workforce data to deliver an enhanced, seamless user experience at City of West Haven activation/consent.



Organizations are coming to the ADP Marketplace because it delivers:

- Greater flexibility to meet your company's unique HR needs with apps searchable by industry or solution type.
- Security and stability of approved third-party solutions with safeguards to protect the confidentiality and integrity of your employee data.
- Seamless integration via ADP-standard APIs so you enter employee data once, and it syncs directly with your ADP payroll, HR or time platform.

For a listing of partner solutions, please see ADP's marketplace located at marketplace.adp.com.

Additional integration methods may include:

- *Import templates.* Standardized templates to import data into ADP's system from an external solution (manual intervention is needed).
- *Ad hoc reporting tool with automated export services.* Automated scheduling and transmission of ad hoc reports.
- *Management reports.* City of West Haven-specific outbound data exported from ADP's business engine.

Talent acquisition

Recruitment

Every candidate you hire brings knowledge, skills and experience to help propel your business forward. You need to select and nurture the best talent to give your organization a distinct competitive advantage.

ADP delivers a complete approach to managing your talent. Authorized users can manage job postings, applicant tracking, searching and interview scheduling within a single recruiting tool that makes managing the applicant-to-employee cycle seamless.

Features include the ability to:

- Customize an internal career center and create multiple external career centers; include branding elements (company logo, videos, documents and links) and apply themes to job postings to help you get noticed.
- Set up steps for creating and approving requisitions; customize the approval process to fit your organization's unique workflow.
- View inline tips when writing job descriptions.
- Attach candidate-facing documents to requisitions.
- View candidate "mood" indicator to improve drop-off rates.
- Mark and track priority jobs.
- Preview postings in desktop, tablet and mobile views.



- Link to social and business networks to make posting placement easier and find top talent on the sites they frequent.
- Allow candidates to apply via mobile, tablet or desktop access and log in using their LinkedIn, Google or Facebook accounts.
- Collect all pertinent personal information from the moment of application and carry those details to the employee's profile without dual entries.
- Integrate with screening and selection services to collect additional detail that supports education, employment, skills and motor vehicle reports.
- Configure knock-out questions to help filter the best-fit candidates.
- Collect employee referrals and pay referral bonuses based on City of West Haven's referral policy; the payout for referrals happens seamlessly via the ADP payroll component.
- Mine the applicant pool by sifting through hundreds of resumes using a simple keyword search that allows administrators to find candidates that meet a specific skill, competency or experience level.
- Schedule interviews (Google Calendar integration is available), provide/request interview feedback and enter notes throughout the candidate interview and selection process.
- Track your time to hire, cost to hire and other key metrics to help you find top talent.

Screening services

Organizations of every size around the world use our configurable screening solution to perform millions of background screens each year. City of West Haven can build a custom screening program by choosing from recommended industry packages or work with your ADP representative to create customized, position-specific screening solutions. Our flexible approach offers best practices and expert consultation to help reduce your hiring liabilities and ensure the candidates you choose meet your expectations.



City of West Haven can use our screening solution to:

- Determine if a candidate meets your company's screening policy requirements.
- Make more informed compliance and employment-related decisions.
- Accelerate your hiring process by leveraging automation and integration, including automating and streamlining how background checks are ordered.
- Take advantage of customized screening packages with workflows to support your organization's screening process.
- Use on-demand order tracking within a secure, online environment.
- Reduce your organization's liability with built-in background screening compliance.
- Mitigate risk with our innovative ordering technology.
- Understand your true cost for hiring with package pricing and no hidden fees.

We offer candidate data collection options, a solution built around on-demand technology, excellent customer service, timely and accurate reporting, and an in-house counsel and compliance team monitoring ongoing government regulations to keep you well-informed as you build and strengthen your workforce.

Electronic I-9 compliance services

All employers must ensure proper completion of Form I-9 for each person hired in the U.S. ADP delivers a foundation of technology and services to support paperless Form I-9/E-Verify completeness at the federal and state level. In addition, our user experience makes compliance easier to understand with rich visuals.

Highlights of our eI-9 solution include:

- An independent eI-9/E-Verify service engine platform and hosting environment to optimize scalability and performance in support of your growth initiatives.
- Self-service tools and help for effective, timely administration of ongoing changes and implementation of new services.
- Our proprietary documentation policy engine, which significantly minimizes technical and non-technical compliance risk related to processing Section 2 and Section 3.
- A wizard-driven user interface for increased ease of use, including the ability to self-upload and print electronic attachments, record and print I-9 notes, print blank and completed Forms I-9 in Spanish and pre-populate various data.
- eSignature compliance.
- Client-administered reporting for standard and ad hoc reporting needs.
- Availability to use Section 3 services for re-verification, name changes and updates, as well as the ability to update receipts.
- Ability to open DHS/E-Verify cases and work authorization updates.
- New event notifications triggered when Section 1 status is completed.
- Automated location and user account synchronization.
- Opportunity to strengthen the user experience and employment brand when combined with ADP's recruiting solution.



ADP's solution includes technology and security to support high-transactional processing, data privacy and organizational stability through specialized electronic I-9 client service teams and compliance oversight by inside legal counsel and government relations associates, as well as a team of outside legal partners.

Human resources

ADP Workforce Now is a top-rated HR Management product on TrustRadius based on user reviews in 2020-2021. Our solution helps you transform HR management from an administrative function to a vital, strategic part of your business by automating and streamlining:

- Employee record keeping.
- New-hire onboarding.
- Policy acknowledgment.
- Workforce reporting.
- Employee status changes.
- Compliance tracking and reporting.

Automating these (and other) HR activities offers City of West Haven several benefits:

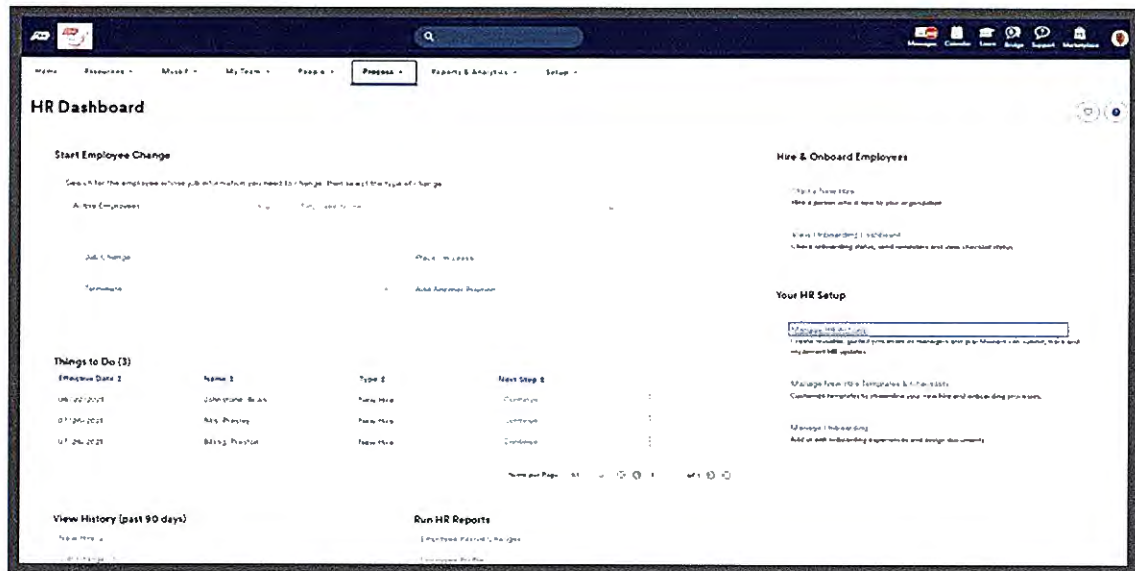
Do more with less. With tools to optimize nearly every aspect of productivity, ADP helps you do more, know more and grow more — without boosting your headcount or your budget.

Improve your bottom line. Information is the key to a better-looking financial statement. City of West Haven can find what you need to effectively manage HR-related expenses and make smarter fiscal decisions.

Help minimize compliance risks. With the U.S. Department of Labor's renewed focus on wage and hour enforcement, accurate and accessible records are a must. ADP can handle the data details and help reduce your administrative burden, as well as your compliance worries.

Find, grow and keep great people. From attracting the best candidates to keeping them engaged and productive, ADP Workforce Now® works the way you work. You gain the tools to leverage your most powerful competitive advantage — your people — in a single system.

By automating HR management, you can streamline activity and free up resources to focus on the more strategic opportunities and core activities that help your business grow and compete.

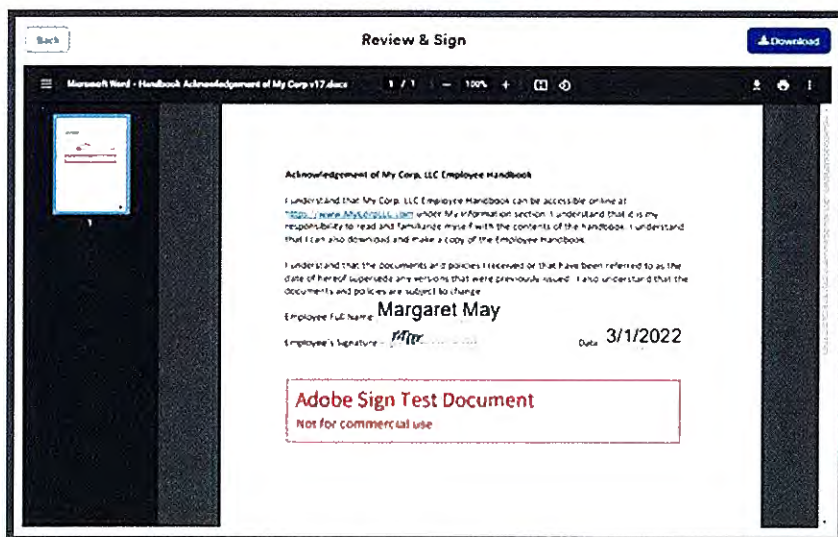
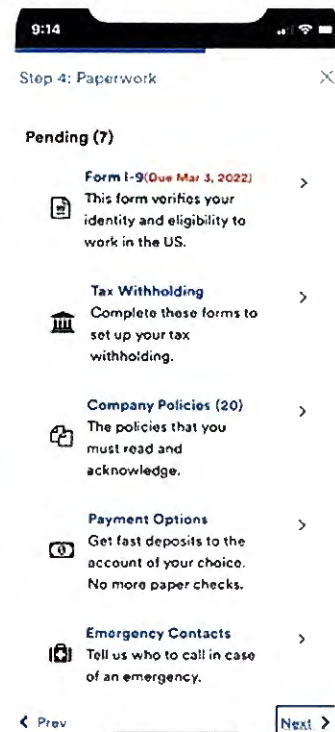
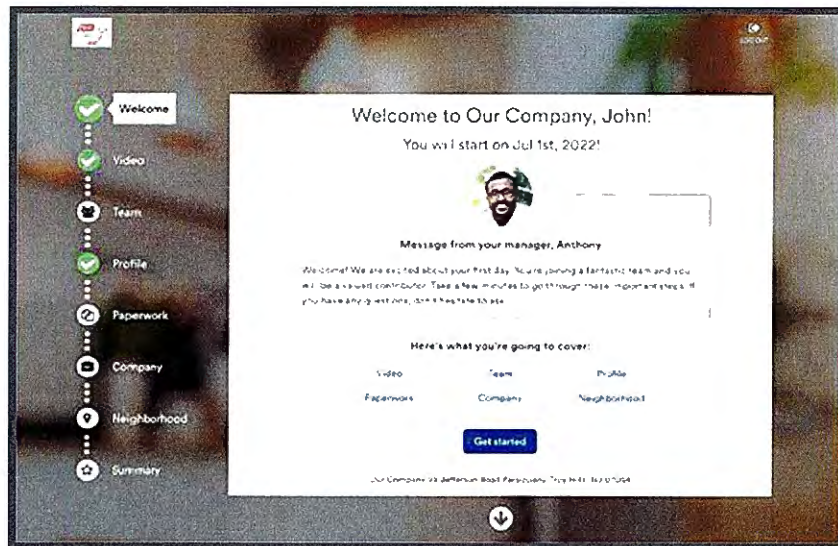


Onboarding

Built to showcase your culture and make a great first impression, ADP's onboarding solution offers a seamless new-hire experience that can be initiated even before the first day on the job. We help you create connections for your new employees, their managers and their team to positively impact productivity and retention. New hires (or rehires) can log in and complete paperwork via workflows that automate key onboarding processes (such as entering federal and state tax withholdings, direct deposit information and address changes). Managers can view the progress of new-hire tasks, monitor due dates and check off tasks as they are completed.



New hires can also use the City of West Haven-branded interface to create a profile, upload a photo, enter emergency contacts, view and download company documents, acknowledge company policies and learn about your company culture. Employees can also view a summary of their progress through the onboarding process and view any tasks yet to be completed.



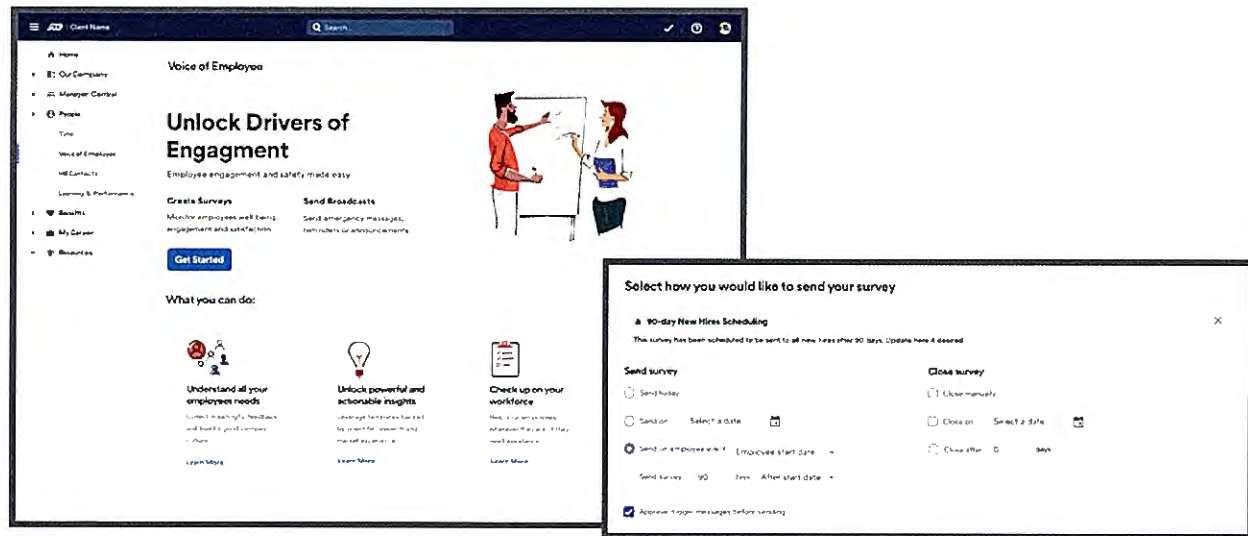
Managers can help new employees create workplace connections by:

- Presenting new employees a customized welcome video and/or message.
- Introducing other team members and assigning an onboarding buddy.
- Providing details about your organizational culture, mission, company news, etc.



Employee sentiment surveys

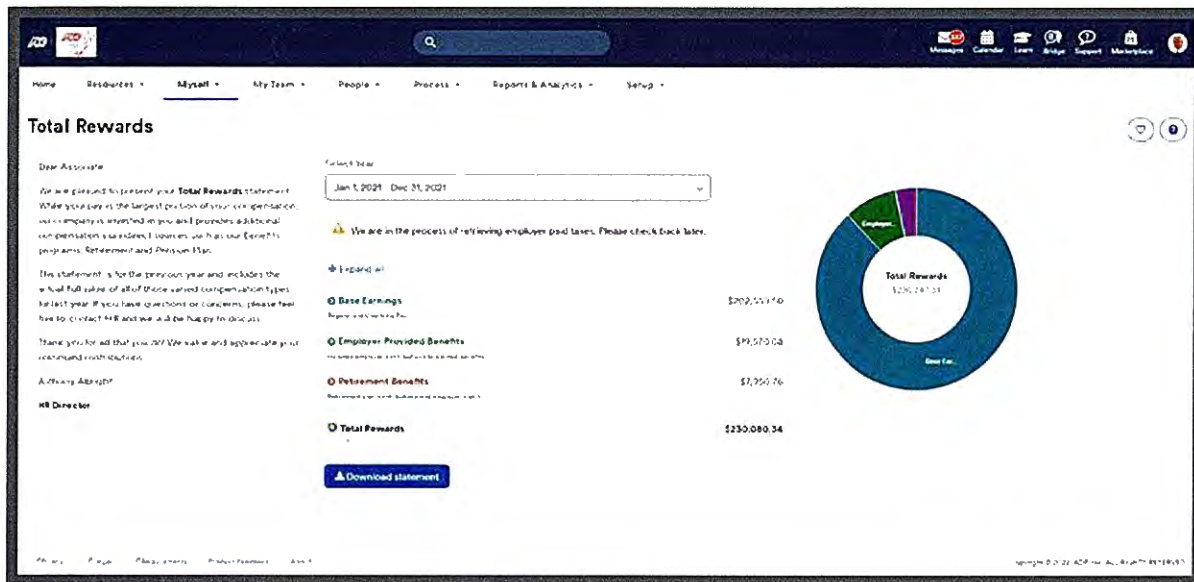
Voice of the Employee (VOE) is ADP's survey platform that captures employee sentiment throughout the employee lifecycle using pre-defined, customizable surveys on a wide variety of topics, such as onboarding, compensation, culture, process, performance and employee communications. As part of your HCM solution, ADP VOE makes it easier to not only set up and deploy turnkey and custom surveys, but to help analyze your survey data as well.



Total rewards

ADP's total rewards solution provides City of West Haven a complete, real-time view of compensation beyond employee paychecks, including:

- A dashboard view for the previous calendar year and current-year projected data.
- City of West Haven-customizable category names, descriptions and disclaimer (in PDF download).
- Ability to add and track custom compensation items that exist outside your ADP HCM system.
- Ability to import data from third-party systems.
- Downloadable PDF for previous-year and current-year statements.



Global HR system of record

City of West Haven can better manage HR data through one consolidated, consistent view to track, audit, report and gain insight and control of your global workforce by:

- Supporting multiple pay rate currencies through a global currency tool.
- Creating custom fields and processes specific to an individual country that only display when needed.
- Providing access to global employee data for consolidated reporting (such as headcount, cross-currency compa ratio and full compensation analysis).
- Ensuring data accuracy with global formatting of tax identifier, address and phone number.

Benefits

ADP's solution gives employees the freedom and tools to make their own benefits elections and helps City of West Haven gain control over your organization's benefits processes. ADP helps City of West Haven:

- Reduce labor costs, decrease data entry and eliminate paper-based transactions as benefits changes are supported via employee self-service.
- Offer your employees personalized benefits recommendations via Decision Support powered by Nayya (available on the employee portal and ADP's mobile app).
- Leverage real-time connections with strategic partner carriers to support the evidence of insurability (EOI) process.
- Gain visibility into real-time progress of each year's open enrollment session so you can proactively remind employees to enroll before the enrollment deadline.
- Ensure tax and regulatory compliance with easy-to-generate HIPAA certificates and employee summary reports.



- Produce point-in-time data and analytical reports for a multi-dimensional view of your HR and benefits data (ad hoc reporting tools support customized reports to assist with timely, accurate compliance, decision-making and forecasting).
- Integrate benefits and payroll by linking payroll deductions to the correct benefits plans.
- Integrate real-time EOI decisions into the employee enrollment experience.
- Track benefits-related trends on key metrics — cost, contribution, coverage, enrollment, provider and waive reason — when leveraged with ADP DataCloud metrics.

Implementation experts set up City of West Haven's specific benefits plans, and a benefits specialist works with you post-implementation to capture any open enrollment plan changes. City of West Haven also has the flexibility to make these changes via administrator access.

The all-in-one benefits solution provides:

- **Flexibility** through a customizable enrollment experience.
- **Scalability** that allows you to create multiple groups, tiers and rates.
- **Consistency** via easy-to-enforce eligibility rules during initial enrollment and throughout an employee's service.
- **Insights** via tools to examine benefits usage and fine-tune benefits offerings based on employee demand.
- **Engagement** through year-round communications and configurable enrollment content that helps educate your employees on the value and features of their benefits.

Key features include:

Plan setup and eligibility drivers. Plans can be set up with a variety of rate structures to accommodate simple or complex carrier rates. Benefits tables automatically populate enrollment and deduction cost amounts as employees select plans, types and coverages.

Benefits administration fully supports your plan rules and requirements (eligibility by business unit, location, employee class and ACA status). Employees only see the benefits plan(s) for which they are eligible; they cannot enroll in plans for which they are not eligible. Beneficiaries, dependents and pertinent dates can be attached to employee benefits for quick reference and reporting.

Enrollment tools. Employee self-service (via employee portal or ADP's mobile app) allows your employees to make their own benefits elections, which simplifies the open enrollment process and increases HR efficiency and productivity. City of West Haven can customize the open enrollment experience to fit your specific requirements and proactively monitor enrollment progress.

Decision support. Decision Support powered by Nayya creates personalized benefits recommendations. Fueled by data from more than 3 billion external consumer data points, 200 million claims and 6,000 networks, employees receive personalized benefits recommendations as they complete open enrollment (and initial enrollment as a new hire). Each employee receives recommendations based on the full picture of wellness (including past benefits usage, lifestyle routines and health factors).



Insurance carrier connectivity. Real-time connections with strategic partner carriers support the EOI process.

In addition to these partnerships, ADP has established hundreds of third-party Carrier Connections to minimize duplicate data entry. We can also establish new connections as needed (carriers typically accept a data feed from ADP to create the connection).

Real-time EOI. We have established an API-supported automatic EOI approval process with our strategic partner carriers. Employees who submit EOI during the enrollment event receive a system-generated message that EOI must be approved by the carrier for the enrollment to be processed. The enrollment is pended until City of West Haven's HR/benefits administrator receives the carrier's EOI approval/denial.

Carrier invoicing and billing. City of West Haven can use our carrier invoicing tools to identify billing discrepancies on the carrier list bill. Invoicing tools can also produce time-saving self-billing reports so you can efficiently reconcile carrier invoices and ensure correct payment amounts.

Benefits reporting. City of West Haven can access pre-defined report templates for employees and dependents. Your practitioners have access to standard reports based on point-in-time data, as well as analytical reports that provide an intelligent, multidimensional view of HR and benefits data. Practitioners can also use the ad hoc reporting tool to create custom reports to help you with timely, accurate compliance, decision-making and forecasting.

At plan-year change, history is stored for the old plan year. New rates are loaded and mass-changed for employees who are enrolled in specific plan types. Effective-dating functionality facilitates history and point-in-time reporting. All benefits data fields are available through the report-writing tools.

Additional features. Other key benefits administration features include:

- Dependent age-limit rules.
- Flexible rate structures.
- Waiting periods.
- Effective-dated plan setup and employee enrollment levels.
- Eligibility drivers.
- Medicaid and Medicare entitlement.
- Access to informative audit.



Regulatory compliance

ADP Health Compliance is a comprehensive, robust solution borne from this expertise that goes beyond preparing and filing ACA-required forms for year-end reporting cycles. ADP Health Compliance technology and associates are focused completely on helping our clients manage their end-to-end ACA strategy through proactive penalty avoidance, simplified data management and a streamlined, seamless year-end reporting experience.

ADP Health Compliance goes beyond ACA and state employer reporting requirements with offerings such as:

- ACA full-time eligibility status measurements, calculations and results.
- Minimum essential coverage (MEC) threshold indicators by FEIN, by month, by employee (offer coverage to 95 percent or above of FTEs).
- Calculation of all three affordability safe harbors (W-2, rate of pay, federal poverty level).
- New hires Notices of Coverage options as required to be sent within first 14 days of hire (defined by the Department of Labor (DOL)).
- Research and response preparation to exchange/marketplace notices.
- Research and preparation of responses and potential corrections to dispute or reduce ACA IRS penalty notices (and state employer reporting penalties when distributed).
- New state reporting requirements, including distribution of forms to employees and electronic transmission as defined by the applicable states (California, New Jersey, Rhode Island and Washington, D.C.).
- As an optional service, ADP Health Compliance offers automated social security number (SSN) solicitation and tracking including integrated communications to notify and request data updates for employee and dependent data in response to returned IRS name/SSN mismatch errors.
- ADP's Health Compliance ACA compliance analytics offering provides City of West Haven immediate assessment and understanding of ACA IRS potential penalty exposure. ADP's solution helps accelerate City of West Haven's understanding of where they may be exposed to potential penalties (regardless of filing vendor) based on prior filings already sent to the IRS.
- ADP's Health Compliance forms furnishing and filing offering provides ACA IRS Forms 1094-C/1095-C and state agency forms furnishing and filing.

By choosing ADP Health Compliance, employers can take a positive, proactive approach. Rather than planning for penalties and a response, City of West Haven can stop penalty exposure from the start. ADP Health Compliance simplifies critical compliance reviews each month to position employers to proactively manage all aspects of monthly penalty exposure throughout the year, as well as to streamline and simplify the approval, print and transmission work at the end of each IRS and state employer reporting cycle.



401(k) administration

ADP's defined contribution plan offers diversified investment options, professional trustee services, comprehensive record keeping and up-to-the-minute employee communication. The comprehensive package includes everything from initial plan design and enrollment through investment options to record keeping and testing. Features of the plan and administrative services include:

- *Payroll integration.* Participant contributions are deducted and deposited as part of ADP's payroll processing service.
- *Enrollment materials and support.* ADP provides customized enrollment materials to eligible employees and on-site enrollment specialists where needed. Enrollment kits are available in English and Spanish.
- *Investment options.* Choose from two distinct investment portfolios — each of which offers investment options from conservative to aggressive.
- *Participant communications.* Participants have access to a toll-free interactive voice response system and secure website for account updates and a variety of retirement planning tools and resources.
- *Quarterly participant statements.* Participants receive personalized quarterly statements with account balances and transaction details.
- *Plan activity reports.* These monthly reports summarize all 401(k) plan activity.

Payroll

ADP is redefining human capital management with the needs of mid-sized companies in mind. We are bringing together mission-critical functions in a single web-based system that eliminates redundant tasks, reduces the potential for errors and lessens the learning curve for users. This solution provides web-based support for the full spectrum of HCM — from HR and benefits administration to payroll, tax and workforce management.

Organizations using multiple in-house platforms experience a TCO that is 18% higher than organizations using a common in-house solution and 32% higher than organizations outsourcing to a single vendor.

- PriceWaterhouseCoopers LLP

City of West Haven can eliminate the non-strategic, non-revenue producing task of payroll processing and help your staff focus on growing your top line. ADP not only automates routine tasks; we also provide the resources to keep you current with tax rate and filing changes and answer your payroll questions.

City of West Haven can manage the entire payroll process, from customizing pay grids and reports to accessing key payroll functions, with a flexible system that is easy to learn and is accessible from anywhere. Plus, the solution offers continuous calculation.



Included payroll features

- Payroll processing
- Concurrent payrolls
- New-hire reporting
- Proration of pay
- Paid-time-off accruals
- Labor distribution
- Employee payment services
- Tax filing services
- ACA lookback and affordability worksheets
- Reporting and analytics
- Group term life auto calculation
- Electronic pay statements
- ADP portal with customized content
- Mobile solutions
- Real-time payroll preview
- New-hire and termination wizards
- Effective-dating
- Retroactive pay capabilities
- Time-off request and approval workflows
- Wage garnishment processing services
- Check signing and production
- State and Local Tax Jurisdiction Wizard
- Unemployment claims assistance
- General ledger solution
- Online payroll reports
- External pay data interface/data exchange
- Employee and manager self-service
- Employee discount program

Tax filing and year-end services. ADP monitors federal, state, and local tax compliance requirements in every region we provide services. We maintain relationships with tax representatives and agencies and keep a catalog of pending tax-law changes to assist clients with their compliance obligations. Our tax processing system is updated as soon as new regulations take effect, greatly reducing your deposit and filing requirements burden.



Each payroll, City of West Haven receives a statistical summary and detail report that indicates the tax amounts withheld and to be paid for that pay period. We also provide a quarterly wage and tax register that recaps taxable amounts by jurisdiction as well as taxes paid at the employee and company level. Quarterly and annual statements of deposits list the deposits made and filing details.

ADP generates reports and uses information and funds provided by City of West Haven to make deposits to the appropriate tax agencies in compliance with each agency's format and other requirements. Year-end reconciliations and corrections are handled via a quarterly file that contains all elements needed for year-end processing (including W-2 production).

We produce and file all year-end data with the proper federal and state agencies and produce all employee W-2s, 1099Rs, 1099MISCs, and all required control and filing documents. ADP also reports W-2 information to the Social Security Administration.

Once City of West Haven confirms print readiness, ADP prints the final W-2s and resulting wage and tax register. Documents can be produced on CD and via hard copy. W-2s (and detailed earnings summary) can be mailed to employees, sent to designated City of West Haven offices for your distribution, and/or made available via employee self-service. In addition, W-2 data can be downloaded into popular tax filing software packages and/or submitted to tax preparation service providers.

Freelance management. WorkMarket by ADP, is a robust end-to-end freelance management system (FMS) that enables businesses to onboard, verify, manage and pay your contingent workers (contractors, 1099s, freelancers), efficiently and compliantly. A state-of-the-art technology platform that provides your business the ability to scale in today's competitive landscape.

Employee payment/banking services. Employee paychecks are delivered to your workplace ready for distribution — signed and inserted into individual envelopes — according to your specified schedule. Alternatively, you can choose time-saving direct deposit. Through this electronic payment option that deposits employees' pay directly into their bank accounts, you benefit from one-stop service for reversals, deletions and inquiries, and employees gain easy access to funds (as well as an online pay statement) for a fully electronic solution.

Wisely by ADP

ADP offers pay cards as another payment option for employees who may not be able or willing to set up direct deposit into a traditional bank account. Direct deposit employees can also use it to save for a goal or easily share funds with up to three household members (additional cost/setup may apply). Employees can self-enroll in the Wisely pay card and access pay card information via myADP or the ADP mobile app.

Money can be loaded with the employee's pay cycle, and funds are available immediately. Pay card can also accept funds from multiple sources (secondary employment, tax refund, child support or pension payments). Cardholders can access cash at an in-network bank or ATM, use the card for retail purchases and receive cash back with purchases (Walmart).



The pay card solution is compliant in all 50 states (fully Reg. E compliant and funds are FDIC-insured).

A few highlights of ADP's in-house pay card program include:

- ADP's Wisely pay card offers Earned Wage Access through our strategic partner, DailyPay. This partnership allows ADP to offer clients the most innovative, employee-first options for financial wellness and pay options.
- Visa-branded card allows employees to access their funds anywhere Visa is accepted with fraud protection through Visa's Zero Liability Policy.
- More free transactions than any other provider.
- Self-issued checks with no fee, mobile check deposit and more.
- Email and text alerts (carrier messaging rates may apply) and electronic card statements.
- Mobile bill payment is supported by Papaya.

- Upgrade card to portable for no fee.
- Single-vendor solution to reduce the burden of multiple vendor processes and contingencies.
- Surcharge-free pay period access to more than 80,000 ATM locations (Allpoint Network, Fifth Third Bank, MoneyPass and PNC networks) to obtain cash free.
- EMV chips provide a higher level of security for transactions.
- Use with Apple Pay, Samsung Pay and Google Pay.
- Access to more than 120,000 member bank locations to obtain to-the-penny cash back.
- Fee-free cardholder customer service available 24x7x365 in English and Spanish.
- Extensive retail cash reload network allowing employees to place additional cash on their cards through MoneyGram, Western Union or Ingo Money networks.
- Cardholders can use the myWisely mobile app to access card account information, search for nearby ATMs and bank locations, and view account balance and recent transactions.

Wage garnishment processing

ADP can address the complex calculations of court-ordered garnishments, levies and child support payments and make the necessary payments to appropriate agencies.

Unemployment claims

ADP can help City of West Haven take control of rising unemployment claim costs and ensure compliance with changing regulations. Our claims associates continually scrutinize the unemployment statutory environment in every jurisdiction to identify opportunities for savings.

Highlights of our optional unemployment claims offering include:

- Best practices consultation and training.
- Claims processing.
- Claims protesting administration.



- Appeals handling.
- Hearing administration, including preparation, consultation, and representation.
- Benefit charge audits.
- Benefit wage audits.
- State unemployment insurance (SUI) tax rate administration.

BrightJump by ADP® enables City of West Haven to support separated employees at every stage of their transitioning process by providing them with the right tools to discover and own their next career opportunity, including:

- Helping separating employees find their next job
- Reducing unemployment premiums
- Conducting effective employee separations
- Controlling City of West Haven brand reputation
- Reducing manual effort with automated workflows

Live 1:1 sessions with a coaching professional are available for an additional fee.

Employment verification

Through The Work Number, ADP allows our clients to outsource the employment and income verification process as an optional service. The Work Number provides employees with an instant employment and income verification service 24x7. Lenders, pre-employment screeners, social service agencies and other verifiers may obtain verifications securely via the internet to help loans (and other applications) close faster for employees.

In addition, The Work Number may help reduce corporate liability and costs while helping City of West Haven provide a secure, beneficial service to employees and reallocate staff to other tasks.

Each service component allows you to outsource some facet of the employment verification process and tailor The Work Number to meet your individual needs.

Obtaining employment and income verification information through ADP's services includes:

- As an ADP payroll client, ADP transfers data for you without City of West Haven intervention.
- The employer's employment and income data is uploaded to The Work Number® on a regular interval.
- The employer authorizes employment verifications.
- The employee authorizes income verifications via a written or electronic signature. The employee provides his or her Social Security Number and consumer consent.
- The verifier obtains the verification and receives a reference number.

ADP's employment verification service is available via the web with toll-free telephone support. Employees and verifiers access the site directly at <http://theworknumber.com/>.



Tax credit services

We support our clients with more than 40 years of tax credit experience. By partnering with ADP for all your hiring needs, we provide the unique ability to maximize your tax credit opportunities — which often contribute right to your bottom line. We can incorporate tax credit screening into your application and assessment process to maximize federal, state and local tax credit recovery.

ADP provides comprehensive services that can reduce tax liabilities, lower the effective tax rate and ultimately enhance City of West Haven's bottom line. Optional services include:

- Employment-based tax credits.
- Investment and other tax credits.
- Training assistance.
- Economic development services.
- National tax benefits exchange.
- State and local incentives.
- Economic incentive services.

ADP administers the necessary paperwork to ensure you receive the money you were promised through negotiated benefits.

Talent management

Compensation management

ADP's compensation solution helps streamline the planning process and can help reduce the risks caused by manual compensation management practices. City of West Haven can retain top talent by enabling a pay-for-performance culture that is supported by these automated, integrated capabilities:

- Pay-for-performance:
 - Define award guidelines that reflect your organization's compensation philosophy.
 - Drive a pay-for-performance culture by linking employee performance with their awards.
 - Reward top performers with accuracy and ease.
 - Process awards through ADP payroll to gain a seamless experience with the appropriate checks and balances.
- Budget and guidelines:
 - Simplify the merit and bonus event cycle by providing managers a powerful, intuitive tool.
 - Set a compensation budget using a "bottom-up" or "top-down" approach to easily manage pay increase thresholds.
 - Control your bottom line by budgeting for increases and rewarding top performers with percentage increases or lumps sums.



■ Approval workflow and communication:

- Employ an intuitive dashboard so managers and administrators can view real-time progress and budget updates as they occur across your organization.
- Leverage the power of a unified solution to give managers a view of their entire organization's compensation progress for direct and indirect reports.
- Communicate increases through mass print-and-deliver functionality with self-service so employees can view their compensation notices quickly and easily.
- Leverage the power of sophisticated business logic to help ensure compensation changes outside the event are recognized, while avoiding unnecessary awards.
- Access crucial decision-support information in one location, including award guidelines, employee profiles, salary history and performance history.

Compensation Worksheet ? ⓘ

2021-2022 Pay Increment

Review Level: Colin Parker

Worksheet Status: **In Progress**

Base Pay is over utilized by 20,000.00 from the allocated budget of 100,000.00. View event details by clicking the link "VIEW DETAILED PROGRESS".

Amount are in USD

EMPLOYEE NAME POSITION ID	PERFORMANCE RATING RATING SCORE	CURRENT SALARY COMPA RATIO	AWARD %	AWARD AMOUNT	% PRORATION PRORATED AWARD	NEW SALARY COMPA RATIO	LUMP SUM
Jorge Simmons CS1234 Colin Parker	Exceeds Expectat 4.2	35,277.06 1.52 ⓘ	2.00 VIEW HISTORY	705.4	100.00 705.4	35,277.06 1.52 ⓘ	705.4
Adeline Carroll CS1234 Colin Parker	Meets Expectations 4.0	40,000.00 1.2 ⓘ	1.00 VIEW HISTORY	400.00	100.00 400.00	40,400.00 1.2 ⓘ	0
Lula Evans CS1234 Colin Parker	Exceeds Expectat 4.2	25,000.00 1.0 ⓘ	4.00 VIEW HISTORY	1000.00	100.00 1000.00	26,000.00 1.04 ⓘ	0
Jennie Harper CS1234 Colin Parker	Meets Expectations 4.0	40,000.00 1.2 ⓘ	1.00 VIEW HISTORY	400.00	100.00 400.00	40,400.00 1.2 ⓘ	0



Workforce management

ADP Workforce Manager

ADP® Workforce Manager is an intuitive, mobile, intelligent cloud-based workforce management solution that can change how City of West Haven manages your workforce.

The consumer-grade user interface and mobile-first, responsive, adaptive design gives City of West Haven access to the industry's most comprehensive mobile workforce management functionality for:

- Data collection.
- Time and attendance tracking.
- Paid time off (PTO)/accruals calculation and tracking.
- Scheduling.
- Absence management.
- Labor analysis, reporting and analytics.

In addition, the innovative, user-friendly business intelligence tool embedded in ADP's workforce management solution makes it incredibly easy for managers to create data views with metrics and charts, pin them to the landing page for easy access and add additional data views as needed. City of West Haven can readily use the built-in data view templates, along with additional key performance indicators you can build, to find hidden, actionable insights in your labor data.

Highlights of ADP's core solution include:

Configuring the application for your organization. The central calculation engine compiles workforce management data and applies client-specific pay rules.

Pay rules are configured rather than customized; this approach supports faster implementation, stability, dependability and a smooth path to future updates. Configuration also allows for a virtually unlimited combination of work rules, which is a critical factor for meeting the needs of employers whose workforce spans multiple sites, states, unions, etc.

Once your pay rules and policies are configured, ADP's workforce management solution automatically applies them when rounding punches, calculating overtime, interpreting multiple shifts and performing other underlying evaluations of the daily punch data collected for your employees. Consistent application of your policies helps create a fair, positive workplace environment and provides you with the ability to comply with wage and hour regulations.



Collecting data via multiple methods. We support the collection of employees' time via the method that best fits your needs and culture. Data options include:

- *Mobile data collection.* Since ADP's workforce management solution is completely responsive based on the device used, City of West Haven's employees can perform all common daily tasks typically done via the web or time clock on a mobile device, including: enter time worked, clock in/out, enter unpaid time (sick, vacation and tips), approve their timecards, request time off and view accruals balances. Managers can also perform virtually all daily tasks via mobile, including: review, edit and approve employee timecards, as well as view schedules, approve PTO requests and verify PTO balances. For users who clock in and out using a mobile device, ADP's workforce management solution captures a geo-tag of all employees with punch times cross-referenced to a user-defined location/address in a standard report.
- *Web time stamp and time entry.* The intuitive user interface makes it easy for employees to enter/approve their time via the web or mobile. Each employee's profile determines the type of time stamp or time entry required for the individual (such as time stamp with no editing rights, hourly timecard entry with editing rights or summary timecard with editing rights). Employee timecard views can be start-stop, hours in a day, time stamp or hours on a job.
- *Badge/PIN/biometric-based time clocks.* With the ADP InTouch DX time clock, City of West Haven can use biometric verification or biometric identification. Biometric verification requires the employee to swipe a badge or enter a PIN in addition to scanning a finger, while biometric identification requires the employee only to scan a finger.
- *Touch-screen time clock.* Employees see a simple, intuitive user experience with a configurable interface that records time worked, job/department transfers, breaks, lunch deductions and other time activities.
- *Importing punches.* City of West Haven can import punches from other external systems such as point-of-sale (POS) systems.

The system accurately maintains and calculates all employee hours within a single timecard record. The employee time detail includes time worked in different divisions, locations or other logical separators. Overtime premiums and other calculations are performed to ensure accurate pay.

Managing data in real time. Configurable data views or online reports allow managers to receive notifications and quickly assess timecard exceptions so they can focus on your core business needs.

Reviewing and approving data. Managers monitor and edit employee timecards with the timecard editor. The timecard editor displays calculated totals and highlights exceptions so managers can easily evaluate timecards and react quickly to any time-related concerns. Timecards can be individually edited and approved, or virtual reports allow managers to view employee hours at a department or division level and perform group edits and approvals. All timecard edits are captured in an audit trail.

Monitoring and adjusting staffing coverage. The core scheduling feature enables City of West Haven to build schedules for individuals or groups of employees. Managers can selectively view and adjust schedules, and changes are immediately reflected on employees' timecards.



Automating business processes. City of West Haven can automate business processes and improve communication with our streamlined workflow functions. Workflow notifications automatically send messages when exceptions (or other events) occur. For example, the payroll administrator can automatically receive a message when a manager approves employee timecards, and managers can be alerted when part-time employees are approaching a designated threshold. Other workflow minimizes the effort necessary to perform common tasks such requesting time off or designating a replacement manager to perform administrative functions while a manager is out of the office.

Employees can monitor and control their PTO with accrual tracking and monitoring capabilities. If employees attempt to schedule time off in conflict with City of West Haven-defined parameters, warnings or error messages are generated.

Any errors or omissions on previously paid timecards can be corrected with historical edits. Historical edit capabilities allow you to automatically generate corrections while still maintaining the integrity of the historical timecard for audit purposes. Any payment due to the employee can be automatically generated within the current processing period.

Empowering your employees via self-service. Our convenient, browser-based interface gives employees quick access to their information and control over routine activities. Employees can view their PTO accrual information, timecard detail and schedules.

With the simplified, one-click time-off request process, the employee can request time off for a single time frame and have it notify colleagues and synch with Outlook in the same action. Advanced functionality, such as requesting multiple durations of time off, is available with one additional click or tap.

Managers can take advantage of alerts that allow them to analyze data, act on it immediately and manage workforce issues by exception. The increased efficiency allows them to spend more time on activities that drive your strategic initiatives.

In addition, managers can:

- Approve timecards and employee time-off requests.
- Create, manage and edit employee schedules in real time via the web.
- Access accurate, timely workforce management information for performance reviews.
- Access absence summaries to document cause for termination.
- Generate reports (such as overtime) for labor distribution analysis and wage/hour audits.
- Use automated workflow notification to issue attendance warnings and notify employees when required leave documents are due (such as FMLA).
- Establish quotas for absences and configure the system to automatically approve or reject requests for time off based on those quotas.



ADP Compliance on Demand. ADP Compliance on Demand is a compliance resource exclusively for ADP workforce management (WFM) clients. City of West Haven's entire organization can reference this single source for timely, consistent information on federal, state and local regulatory compliance content (articles, videos, templates, guides, webinars and more). This unique service also includes an online compliance community and access to ADP expert compliance consultants.

Additional workforce management functionality can be configured to provide City of West Haven extra tools to manage and optimize your workforce. Leave, Scheduling, Accruals and Attendance modules are available as optional, add-on components that are fully integrated with the core workforce management solution.



Confidential & Proprietary

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All information in this document is valid for 90 days from the date this proposal is issued. Upon receipt of a written request from ADP, your organization agrees to return all ADP documents and materials within three (3) working days.

Product specifications are subject to change without notice.

Nothing herein shall constitute any representation by ADP of any affiliation between ADP and any company whose marks, products, or icons are referred to or displayed herein.

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CITY OF WEST HAVEN

RFP# 2025-22

Re-Bid West Haven Payroll/Benefits Application

BID FORM

- TOTAL BID PRICE (LUMP SUM): \$400,580.84
- COMPANY NAME: ADP
- CONTACT PERSON: Robert Grossman
- ADDRESS: 71 Hanover Road, Florham Park, NJ 07932
- PHONE NUMBER: 973-520-5746
- EMAIL: Robert.Grossman@adp.com
- SIGNATURE: **Robert Grossman**
Digitally signed by Robert Grossman
DN: cn=Robert Grossman, c=US,
o=ADP, ou=GES,
email=robert.grossman@adp.com
Date: 2024.09.17 15:56:33 -04'00'
- DATE:

PROPOSERS NON-COLLUSION AFFIDAVIT FORM

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Legal Name of Bidder



(signature)

Bidder's Representative, Duly Authorized

ADP

Name of Bidder's Authorized Representative

Sales

Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 9 day of Nov 2 024

Adam Fabiano
Commission# 50130297
Notary Public of New Jersey
My Commission Expires: 09/23/2025

Adam Fabiano

Notary Public

My Commission Expires: 09/23/2025

CITY OF WEST HAVEN
355 Main St
West Haven, Connecticut 06516

**DISCLOSURE &
CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED

For help completing this form contact Purchasing Director at 203-937-3624

Contractor/Vendor Name:	ADP, Inc.		
Address:	One ADP Blvd, Roseland, NJ		
Telephone and/or Fax #:	973-520-5746		
Email Address:	Robert.Grossman@adp.com		
Contact Person:	Robert Grossman		
For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:			
(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.		
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.		
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.		
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.		
State of		County of	
I,	Robert Grossman (type or print your name above)		being first duly sworn, hereby deposes and says that:
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of		Insert Company Name above
2b.	Or I am an individual and my name is:		Robert Grossman If an individual, insert your name above
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are current.		
4b.	<input checked="" type="checkbox"/>	To the best of our knowledge, The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.	

4c.	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.
5.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.
6.	Please select the applicable representation about the Contractor's business registration:
6a.	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:
	Insert State Registration # above
6b.	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:
	0006947864
	Insert State Registration # above
6c.	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:
	Please insert State name above
	Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).

City of West Haven – Disclosure & Certification Affidavit (rev 10/17/22)

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 None			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 ADP, Inc	Not Applicable	Not Applicable	2020

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 None		

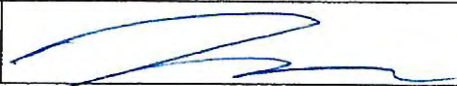
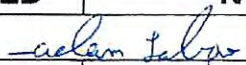
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 None			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:	9	Day of	September 20 24
My Commission Expires:	09/23/2025		

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

City of West Haven – Disclosure & Certification Affidavit (rev 10/17/2022)

Adam Fabiano
Commission# 50138297
Notary Public of New Jersey
My Commission Expires: 09/23/2025



09/16/2024

Kathy Chambers
Sr. Buyer Procurement Analyst
Purchasing Department, Third Floor
City of West Haven
355 Main Street
West Haven, CT 06516

RE: LETTER OF INTENT

Dear Kathy:

This Letter of Intent ("LOI") contains the terms for ADP, INC. ("ADP") to provide certain services to City of West Haven ("Client") in advance of the parties executing a more definitive agreement (substantially in the form of ADP's applicable standard service agreement or an amendment to Client's existing agreement (the "Agreement") no later than the required execution date defined below. The services to be implemented for Client, along with the pricing and related assumptions for those services are described in the following pages of this LOI (the "Proposal for ADP Services").

If the Amendment is not executed by both parties by the Required Execution Date, then the implementation of the services described in the Proposal for ADP Services will be suspended until (1) the Amendment is executed by both parties and (2) both parties agree in writing to resume implementation activities. The "Required Execution Date" is the date that is 60 days after the date of this LOI.

The intent of this LOI is to provide ADP with the necessary authorization to assign specific resources and perform necessary implementation/set up services as listed in the Proposal for ADP Services. The parties acknowledge that it is ADP's policy to require the execution of the final Amendment prior to the commencement of live processing services.

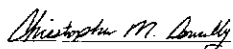
Client agrees to pay ADP at the pricing set forth in the Proposal for ADP Services and in accordance with ADP's standard billing procedures for services rendered (or such other rates and procedures as set forth in any statement of work subsequently provided by ADP to Client) and reasonable travel expenses incurred under this LOI. Such pricing is conditional upon Client's execution of the Amendment. Payment shall be due 30 days from invoice date.

This LOI may be terminated by either party on 10 days prior written notice to the other party. Notwithstanding anything to the contrary herein, in the event (i) either party terminates this LOI for any reason or (ii) parties are unable to reach good faith agreement with respect to the Amendment by the date set forth above, all fees and expenses for services provided prior to the date of termination shall become immediately due and payable. Such amounts shall be calculated by multiplying the actual hours incurred by ADP (prior to termination) by \$200 per hour plus actual expenses incurred.

Please indicate your acceptance of this LOI by signing it below and returning one copy via email to Robert Grossman at robert.grossman@adp.com.

Sincerely,

ADP, INC.

By: 

Name: Christopher M. Donnelly

Title: Sr. Director, Deal Support Organization

Date: 09/16/2024

ACCEPTED AND AGREED TO:

Client: City of West Haven

By: _____

Name: _____

Title: _____

Date: _____



Financial Summary

ADP is pleased to offer City of West Haven the following pricing for the Services set forth herein:

Term: Three (3) years

This estimated pricing is valid for 90 days from the date of this proposal. The pricing is exclusive of travel and related expense and is based on the Services and volumes in the Assumptions section.

One-time Fees	One-time Cost	Based On
ADP HR and Payroll Services		
Workforce Now Compensation	\$5,000.00	
Total One-time Fees	\$5,000.00	

Ongoing Service Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based On
ADP HR and Payroll Services					
Total				\$203,549.48	
Open Enrollment Support	1	\$0.00	detail	\$0.00	
PUTNAM / GREATWESTERN	2	\$0.00	detail	\$0.00	
Check Sort Module	2	\$6.00	detail	\$624.00	
iArchive	994	\$0.00	detail	\$0.00	
Reverse Wire of Funds Fee	24	\$35.00	transaction	\$10,080.00	
Tax Jurisdictions State Fee	0	\$11.00	jurisdiction	\$0.00	
Tax Jurisdictions Local Fee	0	\$11.00	jurisdiction	\$0.00	
Year End Processing - W-2	1,958	\$4.06	form	\$7,949.48	Includes W2's and Earnings Summary Statements
Wage Garnishments Processing Service (WGPS) - Service	14	\$0.00	pay	\$0.00	
Wage Garnishments Processing Service (WGPS) - Payments	14	\$0.00	payment	\$0.00	
Total Tax Plus	994	\$0.00	pay	\$0.00	
Workforce Now HR	1,562	\$1.86	ee/month	\$34,863.84	
Enhanced Benefits	1,562	\$2.48	ee/month	\$46,485.12	
Workforce Now Compensation	1,518	\$0.60	ee/month	\$10,929.60	
Workforce Now Recruitment	1,562	\$1.10	ee/month	\$20,618.40	
Workforce Now Enhanced Payroll PR (includes: Processing, printing, check stuffing, check signing, direct deposit and check reconciliation)	994	\$1.33	pay	\$68,745.04	Billing will begin immediately following the client's first payroll processing. The billing count is based on the number of pays



Ongoing Service Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based On
					submitted during each processing period, therefore total billing may fluctuate.
ADP Self- Service	4,785	\$0.00	ee/month	\$0.00	
TotalPay - FSDD and ADP Check	998	\$0.00	transaction	\$0.00	
Full Service Direct Deposit (FSDD)	998	\$0.00	transaction	\$0.00	
ADP Check	998	\$0.00	transaction	\$0.00	
ADP iPayStatements	994	\$0.00	pay	\$0.00	
iReports	994	\$0.00	pay	\$0.00	
ADP GL	994	\$0.00	pay	\$0.00	
New Hire Reporting Service	806	\$0.00	transaction	\$0.00	
Quarterly Earning Records	1,627	\$0.50	ee/qtr	\$3,254.00	Minimum \$45.00
Multi-Jurisdiction Reporting	2	\$0.00	report	\$0.00	
Time & Attendance Services - ADP Workforce Manager					
Total				\$159,375.36	
Hourly Timekeeping	1,068	\$5.13	PEPM	\$65,746.08	
Salaried Timekeeping	644	\$3.14	PEPM	\$24,265.92	
Compliance On Demand	1,712	\$0.28	PEPM	\$5,752.32	
Accruals	91	\$0.00	PEPM	\$0.00	
Accruals and Leave	1,622	\$0.87	PEPM	\$16,933.68	
Analytics - ADP Workforce Manager	1,668	\$0.66	PEPM	\$13,210.56	
Subscription Timeclocks and Other Devices					
InTouch Timeclock Barcode Reader	21	\$121.26	each	\$30,557.52	
InTouch Quick Punch	22	\$11.02	each	\$2,909.28	
ADP Health Compliance Services					
Total				\$37,656.00	
Health Compliance Services - Comprehensive	2,092	\$1.50	PEPM	\$37,656.00	Includes eligibility calculation, affordability determination, notices of coverage, annual IRS Forms 1094C and 1095C, exchange notice management, and penalty management
ADP Compliance Solutions					
Total				\$0.00	
Employment Verification Services	2,350	\$0.00	PEPM	\$0.00	
Total Ongoing Service Fees				\$400,580.84	

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.



Additional Services

The fees for Additional Services are set forth in the table below. These fees are based on the scope of work outlined and will be charged at the applicable rates as they occur or exceed the Estimated Volume included in fees after the Services commence.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADDITIONAL SERVICES					
Payroll Processing					
Pays/ Distribution	Wire Fees	0	\$35.00	Per wire	Applies to:- Reverse wire- Direct wire
	Void, Stop Payments, recalls and reversals	0	\$25.00	per occurrence	
Workforce Now Enhanced PR					
Client Practitioners	Client Service/Support, and Hosting Contacts	5	\$260.00	Monthly	Per contact per month
Employment Verification Services					
Reporting	Implementation Fee (Wage Type Details and/or Job Titles)	0	\$2,500.00	custom setup	ADP can provide custom detail wage breakdowns (Regular, Bonus, Commissions, Overtime) and actual job titles

Assumptions

The fees presented were calculated based upon the requirements, specifications, scope of services, pay frequencies, countries in scope and volumes set forth below Appendix and if the actual requirements, specifications, scope of services, pay frequencies, countries in scope, volumes, contract term or funding requirements vary from what is stated, the parties shall negotiate in good faith to adjust the fees based on such changes. The fees do not include any customizations to any Service.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
VOLUME ASSUMPTIONS				
Payroll Processing				
Populations	Pay Frequencies	3	Included	Includes up to 3 pay frequency(ies)
	Company Codes / Pay Groups	3	Included	Includes up to 1 company code(s)
	Employees Paid Weekly	471	Included	Processing for up to 471 employees paid weekly included
	Employees Paid Bi-Weekly	1,046	Included	Processing for up to 1,046 employees paid bi-weekly included
	Employees Paid Monthly	1	Included	Processing for up to 1 employees paid monthly included
Pays/ Distribution	Payment Transactions	51,700	Included	Includes up to 51,700 payment transactions



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
Billing Assumptions	Total Active Employees	1,518	Included	Billing based on Per Employee per Month (PEPM). Active and Leave of Absence employees.
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team.
Time and Labor Management - ADP Workforce Manager				
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team.
Populations	Hourly Timekeeping	1,068	Included	
	Salaried Timekeeping	644	Included	
	Accruals	91	Included	
	Accruals and Leave	1,622	Included	
	Analytics - ADP Workforce Manager	1,668	Included	
	Compliance on Demand	1,712	Included	US Only Service
ADP Health Compliance Services				
Populations	Total Employees	2,092	Included	Includes Employees in Active or Leave of Absence status.
	Benefit Eligible Employees	2,092	Included	
Employment Verification Services				
Verifications	Non-Public Sector Requests			Non-Public Sector requests are paid for by the requestor; examples of non-public sector requestors include mortgage lenders, property managers, and pre-employment firms



09/16/2024

Kathy Chambers
Sr. Buyer Procurement Analyst
Purchasing Department, Third Floor
City of West Haven
355 Main Street
West Haven, CT 06516

RE: LETTER OF INTENT

Dear Kathy:

This Letter of Intent ("LOI") contains the terms for ADP, INC. ("ADP") to provide certain services to City of West Haven ("Client") in advance of the parties executing a more definitive agreement (substantially in the form of ADP's applicable standard service agreement or an amendment to Client's existing agreement (the "Agreement") no later than the required execution date defined below. The services to be implemented for Client, along with the pricing and related assumptions for those services are described in the following pages of this LOI (the "Proposal for ADP Services").

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Sincerely,

ADP, INC.

By: Christopher M. Donnelly

Name: Christopher M. Donnelly

Title: Sr. Director, Deal Support Organization

Date: 09/16/2024

ACCEPTED AND AGREED TO:

Client: City of West Haven

By: 

Name: Dorinda Borer

Title: Meyer

Date: 12/16/24



Financial Summary

ADP is pleased to offer City of West Haven the following pricing for the Services set forth herein:

Term: Three (3) years

This estimated pricing is valid for 90 days from the date of this proposal. The pricing is exclusive of travel and related expense and is based on the Services and volumes in the Assumptions section.

One-time Fees	One-time Cost	Based On
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Accruals and Leave	1,622	\$0.87	PEPM	\$16,933.68	
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InTouch Timeclock Barcode Reader	21	\$121.26	each	\$30,557.52	
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ADP Health Compliance Services					
Total				\$37,656.00	
Health Compliance Services - Comprehensive	2,092	\$1.50	PEPM	\$37,656.00	Includes eligibility calculation, affordability determination, notices of coverage, annual IRS Forms 1094C and 1095C, exchange notice management, and penalty management
ADP Compliance Solutions					
Total				\$0.00	
Employment Verification Services	2,350	\$0.00	PEPM	\$0.00	
Total Ongoing Service Fees				\$400,580.84	

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.



Additional Services

The fees for Additional Services are set forth in the table below. These fees are based on the scope of work outlined and will be charged at the applicable rates as they occur or exceed the Estimated Volume included in fees after the Services commence.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADDITIONAL SERVICES					
Payroll Processing					
Pays/ Distribution	Wire Fees	0	\$35.00	Per wire	Applies to:- Reverse wire- Direct wire
	Voids, Stop Payments, recalls and reversals	0	\$25.00	per occurrence	
Workforce Now Enhanced PR					
Client Practitioners	Client Service/Support, and Hosting Contacts	5	\$260.00	Monthly	Per contact per month
Employment Verification Services					
Reporting	Implementation Fee (Wage Type Details and/or Job Titles)	0	\$2,500.00	custom setup	ADP can provide custom detail wage breakdowns (Regular, Bonus, Commissions, Overtime) and actual job titles

Assumptions

The fees presented were calculated based upon the requirements, specifications, scope of services, pay frequencies, countries in scope and volumes set forth below Appendix and if the actual requirements, specifications, scope of services, pay frequencies, countries in scope, volumes, contract term or funding requirements vary from what is stated, the parties shall negotiate in good faith to adjust the fees based on such changes. The fees do not include any customizations to any Service.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
VOLUME ASSUMPTIONS				
Payroll Processing				
Populations	Pay Frequencies	3	Included	Includes up to 3 pay frequency(ies)
	Company Codes / Pay Groups	3	Included	Includes up to 1 company code(s)
	Employees Paid Weekly	471	Included	Processing for up to 471 employees paid weekly included
	Employees Paid Bi-Weekly	1,046	Included	Processing for up to 1,046 employees paid bi-weekly included
	Employees Paid Monthly	1	Included	Processing for up to 1 employees paid monthly included
Pays/ Distribution	Payment Transactions	51,700	Included	Includes up to 51,700 payment transactions

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
Billing Assumptions	Total Active Employees	1,518	Included	Billing based on Per Employee per Month (PEPM). Active and Leave of Absence employees.
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team.
Time and Labor Management - ADP Workforce Manager				
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team.
Populations	Hourly Timekeeping	1,068	Included	
	Salaried Timekeeping	644	Included	
	Accruals	91	Included	
	Accruals and Leave	1,622	Included	
	Analytics - ADP Workforce Manager	1,668	Included	
	Compliance on Demand	1,712	Included	US Only Service
ADP Health Compliance Services				
Populations	Total Employees	2,092	Included	Includes Employees in Active or Leave of Absence status.
	Benefit Eligible Employees	2,092	Included	
Employment Verification Services				
Verifications	Non-Public Sector Requests			Non-Public Sector requests are paid for by the requestor; examples of non-public sector requestors include mortgage lenders, property managers, and pre-employment firms



GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____

As between:

ADP, Inc.

(Referred to in this agreement as "ADP")
One ADP Boulevard
Roseland, NJ 07068

-and-

City of West Haven

(Referred to in this agreement as "Client")
355 Main Street
West Haven, CT 06516,

ADP and Client agree that ADP shall provide Client with the following services, in the applicable Approved Countries, described in and in accordance with the terms set forth in this Global Master Services Agreement.

- ADP Payroll Services – delivered via ADP Workforce Now
- Human Resource Administration Services – delivered via ADP Workforce Now
 - WFN EI-9 Services
 - HR Assist Services
- Benefit Services – delivered via ADP Workforce Now
- ADP Compliance on Demand
- Employment Verification Services
- ESS & MSS Technology
- ADP Health Compliance Services
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- ADP Time & Attendance Services (Workforce Manager) – delivered via ADP Workforce Now
- ADP Wage Garnishment Payment Services
- ADP Wage Payment Services



ADP, Inc.

City of West Haven

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Appendices

- Pricing and Financial Terms
- Data Privacy Appendix



Global Master Terms and Conditions

1. Definitions

1.1. ADP HCM Services.

1.1.1. ADP Payroll Services. Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.1.1. ADP Employment Tax Services. Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.

1.1.1.2. Print and Online Statement Services. Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.1.3. ADP Wage Garnishment Payment Services. Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.

1.1.1.4. ADP Wage Payment Services. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case only to the extent the method of payment delivery is available and in scope, and online posting of pay statements to the extent applicable.

1.1.2. Benefit Services. Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.

1.1.2.1. ADP Benefits Administration Services. Administration of employee benefits, including the following to the extent in scope: calculating eligibility, managing the annual enrollment process, facilitating online enrollment and changes, calculating payroll deductions, providing data to carriers, and with licensed brokers as applicable, supporting employer-sponsored private exchange offerings and/or employer supplemental benefits.

1.1.3. ADP Compliance on Demand. A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.

1.1.4. Employment Verification Services. Management of employment and income verification requests.

1.1.5. ESS & MSS Technology. Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers, and employees) 24x7 online access to ADP Application Programs.

1.1.6. ADP Health Compliance Services. A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports.

1.1.7. Human Resource Administration Services. Administration of human resource functions using an integrated system to (i) process and audit employee lifecycle events, (ii) provide compliance tracking and



reporting in applicable Approved Countries, and (iii) automate notification and approval processes via self-service/direct access.

1.1.7.1. WFN EI-9 Services. Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.7.2. HR Assist Services. Access to HR best practice guidance, which may include HR-related: tips and newsletters; templates and checklists; best practices; alerts; an employee handbook tool; and access to an employer helpdesk, with content being provided through online access, direct email, or using other technologies or means of effectively delivering such content.

1.1.8. Talent Acquisition Solutions. Talent acquisition solutions made up of the following:

1.1.8.1. ADP Recruiting Management Services. Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.

1.1.9. ADP Time & Attendance Services. Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.

1.1.10. ADP Workforce Now. ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.

1.2. General

1.2.1. "ADP" has the meaning set forth on the cover page.

1.2.2. "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications, or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3. "ADPCheck" means checks printed and distributed by ADP to Payees pursuant to Client's direction.

1.2.4. "ADPCheck Services" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

1.2.5. "ADP Direct Deposit Services" means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.

1.2.6. "Affiliate" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.7. "Agreement" means this Global Master Services Agreement, consisting of the signature page(s), the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.8. "Amendment" means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.



1.2.9. “Approved Country” means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The following is the list of Approved Countries for the Services: United States.

1.2.10. “Biometric Data” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

1.2.11. “Biometric Identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

1.2.12. “Biometric Information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.

1.2.13. “Biometric Services” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

1.2.14. “Biometric User” means Client’s employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

1.2.15. “Business Day” means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.16. “Client” has the meaning set forth on the cover page.

1.2.17. “Client ACA Liaison” has the meaning set forth in Section 14.7.2.

1.2.18. “Client Content” means all information and materials provided by the Client Group, their agents or employees, regardless of form.

1.2.19. “Client Group” means Client and Client’s Affiliates listed in in the Pricing and Financial Terms appendix who are authorized to receive the Services.

1.2.20. “Client Infringement Event” means (i) any change, or enhancement in, or use of, the Services by Client Group or a third party on Client’s behalf other than at the direction of, or as approved by, ADP, or (ii) Client Group’s failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

1.2.21. “Confidential Information” means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.2.22. “Cost Reimbursement Fee” means those amounts set forth in the Pricing and Financial Terms appendix to be paid to ADP in the event Client terminates any Services prior to the expiration of the Initial Term, other than for material breach pursuant to Section 12.1.

1.2.23. “Data Security Breach” means any incident that impacts the confidentiality, integrity, or availability of Personal Data, such as unauthorized use or disclosure of Personal Data, or unauthorized access to Personal Data, that compromises the privacy or security of the Personal Data.



1.2.24. "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.25. "DHS" means the U.S. Department of Homeland Security.

1.2.26. "Effective Date" has the meaning set forth on the cover page.

1.2.27. "ERISA" means Employee Retirement Income Security Act of 1974, as amended.

1.2.28. "E-Verify" means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.29. "FCRA" means the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.

1.2.30. "Form I-9" means the employment eligibility verification form issued by the DHS.

1.2.31. "Global Master Terms and Conditions" means the terms and conditions contained in the main body of this document following the signature page(s).

1.2.32. "Go-Live Date" means the date of commencement of the first "live" processing of a given Service in the applicable Approved Country.

1.2.33. "I-9 Handbook" means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).

1.2.34. "Implementation Services" means the Services to be performed in order to commence ongoing Services.

1.2.35. "Improvements" has the meaning set forth in Section 5.4.

1.2.36. "Indemnitee" has the meaning set forth in Section 6.3.

1.2.37. "Indemnitor" has the meaning set forth in Section 6.3.

1.2.38. "Initial Term" has the meaning set forth in to Section 12.1.

1.2.39. "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.40. "Internal Business Purposes" means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.2.41. "NACHA" means the National Automated Clearing House Association.

1.2.42. "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.2.43. "Payment Services" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

1.2.44. "Permitted Payment" means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.



1.2.45. “Personal Data” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

1.2.46. “Plan” means Client’s plan, including a group health plan, as identified by Client for the applicable Services.

1.2.47. “Plan Administrator” means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.

1.2.48. “Renewal Term” has the meaning set forth in to Section 12.1.

1.2.49. “Services” means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), as may be further described in the Service Definitions, if applicable, and such other services as the parties may agree to be performed from time to time.

1.2.50. “SOC 1 Reports” has the meaning set forth in Section 9.1.

1.2.51. “Term” means the Initial Term together with each Renewal Term, if any.

1.2.52. “Time & Attendance Hardware” means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.

1.2.53. “Transition Services” has the meaning set forth in Section 13.1.

1.2.54. “Unauthorized Third Party” means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.2.55. “USCIS” means U.S. Citizenship and Immigration Services.

1.2.56. “User” means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

1.2.57. “Verification Agent” has the meaning set forth in Section 14.5.1.

1.2.58. “Verification Data” has the meaning set forth in Section 14.5.1.

1.2.59. “Verifiers” has the meaning set forth in Section 14.5.1.

2. Provision and Use of Services

2.1. Provision of Services. ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent, and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP’s performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client’s responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.

2.2. Cooperation. ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.



2.3. Use of Services. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services utilizes or configures the ADP Application Programs to process data elements beyond those data elements that are required by ADP to perform the Services in an Approved Country(ies), Client will remain solely responsible for such use or configuration, including the processing of Personal Data pursuant to applicable law.

2.4. Errors. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5. Records. Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

3. Compliance

3.1. Applicable Laws. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2. Design of the Services. ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the Implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3. Online Statements. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4. Data Privacy Appendix. The Data Privacy Appendix is attached as an appendix to this Agreement.

4. Confidentiality

4.1. General. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client Group's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain

liable for any unauthorized disclosure of Client Group's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2. Return or Destruction. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5. Intellectual Property

5.1. Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2. ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Pricing and Financial Terms appendix. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3. Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4. Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application

Programs.

5.5. Third Party Software. Notwithstanding Sections 5.1 through 5.4, the ADP Time & Attendance Services (ADP Workforce Manager) shall be subject to the additional licensing or access terms set forth at www.adp.com/wfmlicenseterms.

6. Indemnities

6.1. ADP Indemnity. Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

6.2. Client Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

6.3. Indemnity Conditions. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "**Indemnitee**") shall promptly notify the indemnifying party (the "**Indemnitor**") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7. Limit on Liability

7.1. Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to 12 times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap**").

7.2. Extraordinary Cap. As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an amount equal to an additional 12 times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to 24 times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.

7.3. Matters not Subject to the Cap. The foregoing limits on liability shall not apply to the following:

7.3.1. Client's funding obligations in connection with the Payment Services;

7.3.2. Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3. In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4. Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5. The infringement indemnity set forth in Sections 6.1 and 6.2;

7.3.6. Client's biometrics indemnity set forth in Section 14.11.2.2;

7.3.7. Client's obligations to pay the fees for Services; and

7.3.8. ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4. Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) gross negligence or willful, criminal or fraudulent misconduct, (ii) damages or losses resulting from Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8. Warranties and Disclaimer

8.1. Warranties. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9. Security and Controls



9.1. Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2. Business Continuity; Disaster Recovery. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3. Data Security. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4. Unauthorized Third Party Access. Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10. Data Security Breach

10.1. Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2. Other ADP Obligations. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11. Payment Terms. Client will pay to ADP the fees and other charges for the Services as set forth in the Pricing and Financial Terms appendix.

12. Term; Termination; Suspension

12.1. Initial Term. This Agreement is effective upon the Effective Date and will remain in effect until the date set forth in the Pricing and Financial Terms appendix (the "**Initial Term**"). After the Initial Term expires, this Agreement will automatically renew for additional one year periods (each a "**Renewal Term**") unless terminated by either party upon at least 180 days prior written notice to the other party prior to the end of the Initial Term or Renewal Term, as applicable.

12.2. Termination. Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within 60 days following notice thereof. In addition: (i) ADP may terminate this Agreement or the affected Services in the event (a) Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due, (b) the provision of Services to Client causes or will cause



ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates (such termination shall be effective immediately upon written notice); and (ii) Client may terminate this Agreement or any Service for any reason for its convenience upon 180 days' notice and payment of the Cost Reimbursement Fee (if applicable) and Deferred Fee (if applicable), each as set forth in the Pricing and Financial Terms appendix.

12.3. Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP **(A)** immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery set forth in the Pricing and Financial Terms appendix as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and **(B)** with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are suspended or terminated pursuant to Section 12.1 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are suspended or terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which has not been paid or reimbursed by Client. If the Payment Services remain suspended for 30 days, the affected Payment Services shall be deemed terminated on the 31st day following suspension.

12.4. Additional Termination Provisions.

12.4.1. Additional Suspension for ADP Compliance on Demand. ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

12.4.2. Additional Termination Provisions for ADP Employment Tax Services. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access. ADP may terminate the Tax Locator feature of the ADP Employment Tax Services at any time by providing 30 days written notice to Client.

12.4.3. Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.4.4. Additional Termination Provisions for ADP Health Compliance Services. Either party may, upon notice to the other, terminate all or any portion of the ADP Health Compliance Services if, in the case of ADP, ADP determines that it can no longer perform its obligations due to changes in or application of applicable law or if, in the case of Client, Client determines that it can no longer receive or have a need to receive all or a portion of the ADP Health Compliance Services due to changes in or application of applicable law.

12.4.5. Additional Termination Provisions for ADP Time & Attendance Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

13. Transition Services

13.1. Scope. Upon expiration or termination of the Services, subject to Sections 13.2 and 13.3, ADP shall provide Client and its designee(s) with reasonable transition services (“**Transition Services**”) consisting of continuation of the terminated Services and, if requested by Client and mutually agreed by the parties in writing, any additional services (including technical assistance) that will be delivered at ADP’s then prevailing rates. In connection with the Transition Services, ADP will not be required to provide any third party with access to ADP’s systems, intellectual property or any Confidential Information of ADP.

13.2. Performance of Obligations. During the provision of Transition Services, ADP and Client shall continue to perform their respective obligations under this Agreement, including, with respect to ADP, the provision of ongoing Services to Client and with respect to Client, the payment of all fees for such Services specified in the Pricing and Financial Terms appendix.

13.3. Past Due Amounts. If ADP has terminated this Agreement due to Client’s failure to pay fees, ADP’s provision of Transition Services will be subject to Client’s payment of all past due amounts and ADP may require Client to prepay for any Transition Services.

14. Additional Terms

14.1. Benefit Services. The following additional terms and conditions apply to the Benefit Services:

14.1.1. Benefits Liaison. Client shall designate in writing to ADP one or more contacts for the Benefit Services (“**Client Benefits Liaison**”), and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each “fiduciary” as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.

14.1.2. Compliance of Benefit Plans. Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.

14.1.3. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A “HEALTH CARE CLEARINGHOUSE” WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED (“HIPAA”) AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

14.2. ADP Employment Tax Services. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.2.1. Important Tax Information (IRS Disclosure) for U.S. Only. Notwithstanding Client’s engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department’s Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form



may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.3. ADP Compliance on Demand. The following additional terms and conditions apply to ADP Compliance on Demand:

14.3.1. Compliance Assistance. Client may have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

14.4. WFN EI-9 Services. The following additional terms and conditions apply to the WFN EI-9 Services.

14.4.1. Use of Services. Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

14.4.1.1. Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.4.1.2. Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.4.1.3. ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:

14.4.1.3.1. Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.4.1.3.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.4.1.3.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.

14.4.1.3.4. To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.



14.4.1.3.5. Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.4.1.3.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.4.2. Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.5. Employment Verification Services; Employee Authorized Disclosure. To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.5.1. Employment Verification Services. Client authorizes ADP and its subcontractors through which Employment Verification Services are performed ("**Verification Agents**") to disclose, on Client's behalf, employment, job and income information and Personal Data ("**Verification Data**"), to commercial, private, non-profit and governmental entities and their agents (collectively, "**Verifiers**"), who wish to obtain or verify any of Client's current or former employees and independent contractors' Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the individual's consent to such disclosure or who utilize a salary key ("Employment Verification Services"). In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the individual has applied for a benefit (such as credit, employment or social services assistance); (ii) the individual has obtained a benefit and the Verifier is seeking to (a) determine whether the individual is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the individual in connection with the benefit; or (c) the Verifier is otherwise entitled under FCRA to obtain Verification Data. In certifying they have a record of the individual's consent, Verifiers generally rely on the individual's signature on the original application as authorization for the Verifier to access the individual's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.5.1.1. Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update its system with the applicable Verification Data available on ADP's payroll processing system.

14.5.1.2. Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers**").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumerfinance.gov/rules-policy/regulations/1022/m/>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.5.1.3. Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of these Employment Verification Services, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's current and former employees and independent contractors and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.



14.5.2. Employee Authorized Disclosure. ADP may use or disclose Personal Data of a Client's current or former employee or independent contractor where such individual requests or consents to such use or disclosure (e.g., to verify the individual's identity in connection with a bank account application) ("Employee Authorized Disclosures").

14.5.3. Continuation of Services. Client understands and agrees that Verification Data and/or Personal Data provided by Client or its vendors in connection with the Services may be used, subject to the terms and conditions of this, Section 14.5 to provide Employment Verification Services and, at the individual's request, Authorized Disclosures after this Agreement expires or is terminated.

14.6. ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology:

14.6.1. Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.7. ADP Health Compliance Services. The following additional terms and conditions apply to the ADP Health Compliance Services.

14.7.1. ADP Health Compliance. A technology, software, and service solution to assist in managing the compliance needs related to the employer shared responsibility provisions of the Affordable Care Act (ACA), including eligibility calculations, affordability determinations, and regulatory management (provision of notices of coverage, management of exchange notices, preparation, delivery, and filing of annual IRS Forms 1094-C and 1095-C, and penalty management).

14.7.2. Client ACA Liaison. Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the ADP Health Compliance Services (the "**Client ACA Liaison**"). The Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the ADP Health Compliance Services. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

14.7.3. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE ADP HEALTH COMPLIANCE SERVICES, THE APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

14.7.4. Client Vendors. Client will at its own cost cause its third party vendors to send data to and receive data from ADP as required for ADP to provide the ADP Health Compliance Services. Client shall reimburse ADP for any costs relating to transmissions of data from and/or to such third party vendors.

14.7.5. Important Tax Information (IRS Disclosure): Notwithstanding Client's engagement of ADP to provide the ADP Health Compliance Services, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment



System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.

14.8. HR Assist Services. The following additional terms and conditions apply to HR Assist Services:

14.8.1. Client agrees to use HR Assist for research and reference purposes only and only for its internal use. By submitting any content to ADP through HR Assist, including message boards, forums and chat rooms, Client grants ADP a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to ADP, Client represents and warrants to ADP that Client has the unfettered right to give such a license to ADP. Client agrees that it will not submit any content that (a) infringes on the intellectual property rights of any other person or entity, unless Client has the permission of the person or entity to submit the content and grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless Client has the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of HR Assist or any of the Services or any computer system.

14.8.2. Materials accessible from or added to HR Assist or web sites by third parties, such as comments posted in discussion groups, are strictly the responsibility of the third party who added such materials or made them accessible. While ADP reserves the right to monitor third-party discussions and to remove materials that ADP believes are inappropriate, ADP neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to HR Assist or web sites.

14.8.3. When Client subscribes to HR Assist, Client shall be permitted to make one attributed copy of a document available through HR Assist for use within its organization. Client may not make multiple copies of documents without expressed written consent of ADP. Except for individual copies and direct use by Client, Client may not copy, modify, distribute, display, transmit, use or prepare derivative works based on HR Assist or any of their contents, or remove or alter any copyright, trademark or other proprietary notice from any part of HR Assist or any of the contents except where expressly instructed to do so.

14.8.4. Pursuant to the Digital Millennium Copyright Act, ADP has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any HR Services web site should be directed to: Automatic Data Processing, Inc., One ADP Boulevard, MS 325, Roseland, NJ 07068-1728, Attn: Global Privacy Officer.

14.8.5. Although ADP makes every reasonable effort to ensure that the information, tools and data provided through HR Assist, which include the HR Help Desk, are useful, accurate, and current, ADP cannot guarantee that the information, tools and data provided will be error-free. By using HR Assist, Client assumes all responsibility for and risk arising from its use of and reliance upon the contents of HR Assist services. Client agrees to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to its use of HR Assist or any services directly related to HR Assist.

14.9. Payment Services. The following additional terms and conditions apply to the Payment Services:

14.9.1. Client Credentialing and Verification. Client understands and acknowledges that the onboarding, implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process, which may include Know Your Client (KYC) beneficial ownership verification and on-going anti-money laundering compliance related due diligence, that ADP may deem necessary or be required by law in connection with the provision of Payment Services.



14.9.2. Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.9.3. Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.9.4. Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.9.5. Recovery of Funds; Manual Checks; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.10. ADP Recruiting Management Services. The following additional terms and conditions apply to the ADP Recruiting Management Services:

14.10.1. Hiring Practices. Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.

14.10.2. Vendors. Client shall be exclusively responsible all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.

14.10.3. Additional Third-Party Terms. During the Term of this Agreement, Client's use and access to the Recruiting Management Services may be subject to additional terms of services which will be included within the ADP Recruiting Management Services. Prior to enabling the Recruitment Management Services, Client shall ensure that its Users of Recruiting Management Services click through and accept such additional terms of service.

14.11. ADP Time & Attendance Services. The following additional terms and conditions apply to the ADP Time & Attendance Services:

14.11.1. Time & Attendance Hardware.

14.11.1.1. If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

14.11.1.2. Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance

Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

14.11.2. Biometric Services. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this Section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.11.2.1. Requirements for Receipt of Biometric Services. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.11.2.1.1. Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

14.11.2.1.1.1. a retention schedule and guidelines for permanently destroying Biometric Data;

14.11.2.1.1.2. a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

14.11.2.1.1.3. any additional requirements as required by potentially applicable law.

14.11.2.1.2. Biometric User Notice and Consent. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

14.11.2.1.2.1. notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.11.2.1.2.2. obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.11.2.1.2.3. if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.11.2.1.3. Retention and Purging of Biometric Data. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the



termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

14.11.2.1.4. Storage of Biometric Data in Timeclocks. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

14.11.2.2. Biometrics Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

14.11.2.3. Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

14.12. ADP Wage Garnishment Payment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.12.1. Description of Services. ADP will act solely in the capacity of a third party service provider of payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow, and/or documents, including documents populated with Client Content, for Client's use and ADP shall not be responsible for compliance of such documents. The ADP Wage Garnishment Payment Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.12.2. Client's Use of Services. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.13. ADP Wage Payment Services. The following additional terms and conditions apply to ADP Wage Payment Services:

14.13.1. ADPCheck; Direct Deposit. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

15. Miscellaneous

15.1. Amendment. Except as set forth in the Change Control Procedures set forth in the Pricing and Financial Terms appendix, this Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2. Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and



ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3. Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (such as, to the extent applicable, reporting agent authorization, client account agreement, pre-authorized debit terms, limited powers of attorney, anti-money laundering/"Know Your Client" forms) and Client agrees to execute and deliver such additional documents.

15.4. Subcontracting. Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5. Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. Each of the parties to this Agreement, and any additional document, are certifying that their respective signatory(ies) is an authorized representative of such party and has the power to bind the party. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6. No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7. Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8. Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.10. Severability. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.11. Relationship of the Parties. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe



or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.12. Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

15.13. Communications to U.S. Based Employees. Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly to such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.

15.14. Jurisdiction. Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

15.15. Counterparts. This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.16. Notices. All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording the delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page(s) hereof or to ADP at ADP, Inc., 5800 Windward Parkway, Alpharetta, Georgia 30005, Attn: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at address indicated on signature page(s) above, Attention: General Counsel. The Parties may communicate via email and the applicable ADP Application Programs with respect to routine business and/or technical matters.

15.17. Survival. Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf, provided, however, that the relevant definitions (or equivalent terms) under Applicable Law will supersede both the Agreement and ADP Privacy Glossary terms in the event of a conflict.

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law, including obtaining any needed consent from Client Employees, where applicable; and (c) Client has and will maintain authority to provide such data under Applicable Law.

2. ADP Obligations. Client is disclosing Client Personal Data to ADP, as a Data Processor (or equivalent term under Applicable Law), only for the limited and specified business purposes as set forth in the Agreement, associated statements of work and/or any subsequent amendments. ADP will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) “sell” or “share” Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of ADP’s direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from ADP’s own interaction with a consumer, except as permitted under Applicable Law. ADP has the right to Process Client Personal Data in order to comply with ADP’s legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees, contingent workers and Subprocessors are authorized to Process Client Personal Data to the extent necessary to provide the Services and as permitted under the Agreement and by Applicable Law.

3. Anonymization and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated or anonymized data, ADP will not attempt to, and

will not, re-identify any Client Personal Data that has been “anonymized.” For the purposes of this Data Privacy Appendix and Agreement, anonymized data (which includes de-identified data under applicable US Privacy Law(s)) means data that cannot be used to identify an individual, directly or indirectly, by any means reasonably likely to be used in accordance with Applicable Law. The process of “de-identification” under applicable US Privacy Law(s) has the same effect on Client Personal Data as anonymization. ADP will implement reasonable measures to ensure that anonymized or aggregated data has no reasonably foreseeable risk of being re-identified and associated with Client or any individual.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected (collectively “Subprocessors”). ADP will establish appropriate safeguards with Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://adp4me.adp.com/>. Such list may be updated from time to time.

Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

5. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction to violate Applicable

Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

6. Assistance. ADP will assist Client with Client's data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, (including transfer impact assessments) and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

7. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis or are necessary to demonstrate compliance with this DPA, ADP will:

- (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third-party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; and
- (b) where required under Applicable Law, if Client reasonably considers that the documents provided by ADP justify further analysis, make the facilities ADP uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to
 - (i) a written request submitted to ADP at least

45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

8. Personal Data Return and Deletion. Upon termination of the Agreement, ADP shall comply with its contractual obligations regarding the return of Client Personal Data (if Client Personal Data has not been previously returned to Client, or is not otherwise accessible to Client through the relevant product functionality or features for the Services, such as the ability to download the Client Personal Data) and shall delete Client Personal Data in accordance with ADP's then current applicable records retention schedule. ADP shall address Client's request to delete Client Personal Data before the records retention period has ended to the extent feasible and at a reasonable cost to Client. ADP may maintain Archive copies of Client Personal Data, to the extent required under Applicable Law, as authorized by Client in writing, or as needed for dispute resolution purposes.

PART II – GDPR/UK GDPR

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR") and as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR and/or UK GDPR, the EU and UK Binding Corporate Rules ("BCR") for Client Data Processing Services (the "ADP Privacy Code(s)"), located at [ADP Privacy \(https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf\)](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf) and

[ukbcrpc_en.pdf \(adp.com\)](#)), govern(s) as applicable. ADP has obtained EU and UK authorization of its ADP Privacy Code(s).

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code(s) serve(s) as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code(s) do(es) not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to

terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code(s) EU and UK Authorization. ADP will make commercially reasonable efforts to maintain the EU and the UK authorization of its ADP Privacy Code(s) for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU or UK authorization of its ADP Privacy Code(s)

PART III - Miscellaneous

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code(s) and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code(s); (c) this Data Privacy Appendix; and (d) the Agreement.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

(0424 Global DPA v. 2.3)



Pricing and Financial Terms



I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions).

One-time Fees	One-time Cost	Based On
ADP HR and Payroll Services		
Workforce Now Compensation	Waived	
Specialized Report Training	Waived	To be administered by Client Success. To be used in year one (1) of contract. Note: The travel expenses incurred by ADP will be covered by Client.
Professional Services	Waived	Up to 80 hours. No credit back. Note: The travel expenses incurred by ADP will be covered by Client.
Total One-time Fees	\$0.00	

Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
ADP HR and Payroll Services				
Open Enrollment Support	1	\$0.00	annual	
PUTNAM / GREATWESTERN	2	\$0.00	per report	
Check Sort Module	2	\$6.00	each	
iArchive	994	\$0.00	pay	
Reverse Wire of Funds Fee	24	\$25.00	transaction	
Standard Health and Welfare 3rd Party Carrier Connection	1	\$0.00	each	
Year End Processing - W-2	1,958	\$4.06	form	Includes W2's and Earnings Summary Statements
WGPS Service	14	\$0.00	pay	
Wage Garnishments Processing Service (WGPS) - Payments	14	\$0.00	payment	
Total Tax Plus	994	\$0.00	pay	
Workforce Now HR	1,562	\$1.86	ee/month	
Enhanced Benefits	1,562	\$2.48	ee/month	
Workforce Now Recruitment	1,562	\$1.10	ee/month	
Workforce Now Compensation	1,562	\$0.60	ee/month	
Workforce Now Enhanced Payroll PR (includes: Processing, printing, check stuffing, check signing, direct deposit and check reconciliation)	994	\$1.33	pay	Billing will begin immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.
ADP Self-Service	4,785	\$0.00	ee/month	



Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
TotalPay - FSDD and ADP Check	998	\$0.00	transaction	
Full Service Direct Deposit (FSDD)	998	\$0.00	transaction	
ADP Check	998	\$0.00	transaction	
ADP iPayStatements	994	\$0.00	pay	
iReports	994	\$0.00	pay	
ADP GL	994	\$0.00	pay	
New Hire Reporting Service	806	\$0.00	transaction	
Quarterly Earnings Records	1,627	\$0.50	ee/qtr	Minimum \$45.00
Multi-Jurisdiction Reporting		\$0.00	report	
Time & Attendance Services - ADP Workforce Manager				
Hourly Timekeeping	1,068	\$5.13	PEPM	
Salaried Timekeeping	644	\$3.14	PEPM	
Compliance On Demand	1,712	\$0.28	PEPM	
Accruals	91	\$0.00	PEPM	
Accruals and Leave	1,622	\$0.87	PEPM	
Analytics - ADP Workforce Manager	1,668	\$0.66	PEPM	
InTouch Timeclock Barcode Reader	21	\$121.26	per unit per month	
InTouch Quick Punch	22	\$11.02	per unit per month	
ADP Health Compliance Services				
Health Compliance Services - Comprehensive	2,092	\$1.50	PEPM	Includes eligibility calculation, affordability determination, notices of coverage, annual IRS Forms 1094C and 1095C, exchange notice management, and penalty management
ADP Compliance Solutions				
Employment Verification Services	2,350	\$0.00	PEPM	

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.

II. Additional Services

Subject to Section IV. (**Fee Adjustments**), the fees for certain additional services are listed in the table below. These fees are based on the scope of work outlined and will be charged at the applicable rates as they occur. These fees are also charged if the volumes in Section III (Assumptions) are exceeded.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADDITIONAL SERVICES					
Payroll Processing					



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Pays/ Distribution	Wire Fees	0	\$35.00	Per wire	Applies to: - Reverse wire - Direct wire
	Voids, Stop Payments, recalls and reversals	0	\$25.00	per occurrence	
Workforce Now Enhanced PR					
Client Practitioners	Client Service/Support, and Hosting Contacts	5	\$260.00	Monthly	Per contact per month
Employment Verification Services					
Reporting	Implementation Fee (Wage Type Details and/or Job Titles)	0	\$2,500.00	custom setup	ADP can provide custom detail wage breakdowns (Regular, Bonus, Commissions, Overtime) and actual job titles

III. Assumptions

The fees in this Appendix are based on the assumptions below, and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
VOLUME ASSUMPTIONS				
Payroll Processing				
Populations	Pay Frequencies	3	Included	Includes up to 3 pay frequency(ies)
	Company Codes / Pay Groups	3	Included	Includes up to 1 company code(s)
	Employees Paid Weekly	471	Included	Processing for up to 471 employees paid weekly included
	Employees Paid Bi-Weekly	1,046	Included	Processing for up to 1,046 employees paid bi-weekly included
	Employees Paid Monthly	1	Included	Processing for up to 1 employees paid monthly included
Pays/ Distribution	Payment Transactions	51,700	Included	Includes up to 51,700 payment transactions
Billing Assumptions	Total Active Employees	1,518	Included	Billing based on Per Employee per Month (PEPM). Active and Leave of Absence employees.
Client Practitioners	Client Named Contacts	5	Included	Includes up to five (5) Client Named Contacts who may contact the ADP Support Team.
Time and Labor Management - ADP Workforce Manager				
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team.
Populations	Hourly Timekeeping	1,068	Included	
	Salaried Timekeeping	644	Included	



Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
	Accruals	91	Included	
	Accruals and Leave	1,622	Included	
	Analytics - ADP Workforce Manager	1,668	Included	
	Compliance on Demand	1,712	Included	US Only Service
ADP Health Compliance Services				
Populations	Total Employees	2,092	Included	Includes Employees in Active or Leave of Absence status.
	Benefit Eligible Employees	2,092	Included	
Employment Verification Services				
Verifications	Non-Public Sector Requests			Non-Public Sector requests are paid for by the requestor; examples of non-public sector requestors include mortgage lenders, property managers, and pre-employment firms

IV. Financial Terms

A. **Initial Term:** The Initial Term will expire on the third anniversary of the Effective Date.

B. **Client Group and Approved Countries:** The Client Group includes the following entities:

Client and its Affiliates (if any) in the United States of America, and any Affiliates (if applicable) as may be agreed to by the parties.

The Approved Country is the United States of America.

C. **Invoicing:**

1) Except to the extent otherwise stated below, Client will pay all invoices via direct debit of funds within 45 days of the invoice date. All amounts not paid when due are subject to a late payment charge of 1.5% per month or 18% per annum (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.

2) The ongoing Services fees set forth in this Appendix will become effective on the Effective Date.

D. **Currency:** All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.

E. **Taxes:** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.

F. **Cost Reimbursement Fee:** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination by Client, if Client terminates Services in any country or the Agreement in whole or in part for convenience pursuant to Section 12.2(ii) of the Global Master Terms and Conditions, Client will:

- If termination occurs prior to the Go-Live Date for the applicable Services:
 - pay ADP for the Implementation Services performed prior to termination at ADP's labor rates in this Appendix not to exceed the applicable implementation fees set forth above or, if the rates for a particular Service are not set forth in this Appendix, at ADP's prevailing labor rates (and not at the set implementation price set forth in the "Financial Detail" table), and



- reimburse ADP for any license fees or other costs incurred by ADP in connection with the Implementation Services
- If termination occurs after the Go-Live Date for the applicable Services, reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as set forth in the chart below: , which provides the unrecovered costs as a percentage of the estimated aggregate ongoing fees for Services determined as of the Effective Date during each “year” of the Agreement:

	Year 1	Year 2	Year 3
Percentage of Initial Estimated Client Billing Fees as of the Effective Date	70%	47%	23%

In the event new Services are added, the Cost Reimbursement Fee is subject to change.

G. Postage, Shipping, Travel and other Out-of-Pocket Expenses: ADP will invoice Client for postage charges, delivery charges, other third party charges incurred on behalf of Client, and reasonable travel and out-of-pocket expenses.

H. Funding Requirements and Disbursement Disclosure:

- a) For ADP Employment Tax Services, Client will provide:

Tax Liability Impounding Schedule

- What: All Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date

- b) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

- A. What: All net pay funding (other than for Payroll Cards)
- Method: Reverse wire to ADP
 - Timing: By 6:00 a.m. Pacific time on the date that is two Business Days prior to associated payroll check date
- B. What: Net pay funding for Payroll Cards
- Method: Issuing Bank establishes method of delivery
 - Timing: Issuing Bank establishes the deadline

- c) For ADP Wage Garnishment Services and Fees, Client will provide:

Funding

- What: Wage garnishment information, deductions and liabilities
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is one Business Day prior to the associated payroll check date

I. Fee Adjustments: The fees set forth in this Appendix will remain fixed during the first year following the Effective Date. During the remainder of the Initial Term, ADP will increase the fees for the Services on an annual basis by 3% with 30 days’ prior written notice. After the Initial Term, ADP will modify the fees on an annual basis upon 30 days’ prior written notice to Client.

J. Change Control: In the event either party requests a change in the scope of the Services (including Implementation Services) (each a “**Change Control Item**”), the parties shall address such change request via ADP’s change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties, with the exception of Change Control Items that are required to be made by law or regulation applicable to the Services or



to the duration of Implementation Services, which ADP will notify Client of prior to making such change.

1) The standard hourly rate for a Change Control Item is \$185.00; provided, however, that ADP may increase that rate as follows:

(a) By 50% for Change Control Items requested by Client after October 1st which ADP agrees to deliver by January 31st.

(b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item.



Office of the Finance Director

City of West Haven
355 Main Street
West Haven, Connecticut 06516

MARB Contract Form

MARB Meeting Date:	Monday, January 27, 2025			
Contract Name	Sidewalk, Driveway, And Curb Repair			
City Agency	Public Works			
Vendor Utilized	Elm City Materials, Inc			
Address	7 Spring Street			
City, State, Zip	West Haven, Ct 06516			
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2023-41] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
No of Bid/RFP Respondents	Six Respondent- Top three proposals: Colonna Concrete & Asphalt Paving Elm City Materials William M. Laydon Construction, LLC Prindle Hill Construction Murillo Construction, LLC White Owl Construction, LLC			
Quote No('s) if applicable				
Source of Funds	City Public Works Operating Budget and City Capital Projects			
Quantity	0.00	Price Per:	\$0.00	Total Price: \$422,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	<p>The City of West Haven solicited responses from qualified vendors to perform the services of sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads. The City awarded the original contract to Colonna Concrete and Asphalt Services.</p> <p>After careful review and inspection by the City, the agreement with Colonna was terminated pursuant to the terms and conditions of the executed contract dated February 22, 2024.</p> <p>The City is now seeking approval to execute a contract with Elm City Materials for the remainder of the project, spanning from March 01, 2025, through October 31, 2025.</p>			
Department Submission [Name and Title]	Ernie Chiarelli – Sidewalk Inspector			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany – Director of Finance			

ITB #2023-41 SIDEWALK, DRIVEWAY AND CURB REPAIR

Bid Closed: 10/19/2023 with six bids

- Prindle Hill Construction, 554 Carriage Dr. Orange, CT 06477
- William M. Laydon Construction, LLC PO Box 367, North Haven, CT 06473
- Murillo Construction, LLC, 29 Stedman St. Hartford, CT 06114
- Colonna Concrete & Asphalt Paving, 160 Fresh Meadow Rd. West Haven, CT 06516
- Elm City Materials, 7 Spring St. West Haven, CT 06516
- White Owl Construction, LLC 1294 Chapel St. New Haven, CT 06511

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	<u>13.00</u>	sq. ft. TOTAL \$	<u>260,000.00</u>
2,000 square feet concrete apron	@	<u>15.50</u>	sq. ft. TOTAL \$	<u>31,000.00</u>
1,000 linear feet concrete curb	@	<u>35.00</u>	ln. ft. TOTAL \$	<u>35,000.00</u>
10,000 square feet bituminous walks	@	<u>5.25</u>	sq. ft. TOTAL \$	<u>52,500.00</u>
4,000 linear feet bituminous curbs	@	<u>4.50</u>	ln. ft. TOTAL \$	<u>18,000.00</u>
Pavement Patching Repairs of Roads	@	<u>45.00</u>	sq. yd.	

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24

20,000 square feet concrete sidewalk @ 13.00 sq. ft. TOTAL \$ 260,000.00
 2,000 square feet concrete apron @ 15.50 sq. ft. TOTAL \$ 31,000.00
 1,000 linear feet concrete curb @ 35.00 ln. ft. TOTAL \$ 35,000.00
 10,000 square feet bituminous walks @ 5.25 sq. ft. TOTAL \$ 52,500.00
 4,000 linear feet bituminous curbs @ 4.50 ln. ft. TOTAL \$ 18,000.00
 Pavement Patching Repairs of Roads @ 45.00 sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

EXHIBIT A

William m. Laydor

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	<u>11.50</u>	sq. ft. TOTAL \$	<u>230,000.00</u>
2,000 square feet concrete apron	@	<u>14.50</u>	sq. ft. TOTAL \$	<u>29,000.00</u>
1,000 linear feet concrete curb	@	<u>55.00</u>	ln. ft. TOTAL \$	<u>55,000.00</u>
10,000 square feet bituminous walks	@	<u>6.50</u>	sq. ft. TOTAL \$	<u>65,000.00</u>
4,000 linear feet bituminous curbs	@	<u>11.00</u>	ln. ft. TOTAL \$	<u>44,000.00</u>
Pavement Patching Repairs of Roads	@	<u>75.00</u>	sq. yd.	

william m. Laydon

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24 (2nd year option)

20,000 square feet concrete sidewalk	@ 11.50 sq. ft.	TOTAL \$ 230,000.00
2,000 square feet concrete apron	@ 14.50 sq. ft.	TOTAL \$ 29,000.00
1,000 linear feet concrete curb	@ 55.00 ln. ft.	TOTAL \$ 55,000.00
10,000 square feet bituminous walks	@ 6.50 sq. ft.	TOTAL \$ 65,000.00
4,000 linear feet bituminous curbs	@ 11.00 ln. ft.	TOTAL \$ 44,000.00
Pavement Patching Repairs of Roads	@ 75.00 sq. yd.	

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	21.00	sq. ft. TOTAL \$	420,000.00
2,000 square feet concrete apron	@	25.00	sq. ft. TOTAL \$	50,000.00
1,000 linear feet concrete curb	@	56.00	ln. ft. TOTAL \$	56,000.00
10,000 square feet bituminous walks	@	12.00	sq. ft. TOTAL \$	120,000.00
4,000 linear feet bituminous curbs	@	14.00	ln. ft. TOTAL \$	56,000.00
Pavement Patching Repairs of Roads	@	810.00	sq. yd.	

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24

20,000 square feet concrete sidewalk @ 24.00 sq. ft. TOTAL \$ 480,000.00
 2,000 square feet concrete apron @ 27.00 sq. ft. TOTAL \$ 54,000.00
 1,000 linear feet concrete curb @ 58.00 ln. ft. TOTAL \$ 58,000.00
 10,000 square feet bituminous walks @ 13.50 sq. ft. TOTAL \$ 135,000.00
 4,000 linear feet bituminous curbs @ 15.50 ln. ft. TOTAL \$ 62,000.00
 Pavement Patching Repairs of Roads @ 820.00 sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

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The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	\$12.00	sq. ft.	TOTAL \$	240,000.00
2,000 square feet concrete apron	@	\$15.00	sq. ft.	TOTAL \$	30,000.00
1,000 linear feet concrete curb	@	\$15.00	ln. ft.	TOTAL \$	15,000.00
10,000 square feet bituminous walks	@	\$4.00	sq. ft.	TOTAL \$	40,000.00
4,000 linear feet bituminous curbs	@	\$7.00	ln. ft.	TOTAL \$	28,000.00
Pavement Patching Repairs of Roads	@	\$63.00	sq. yd.		

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24

20,000 square feet concrete sidewalk	@ \$12.70	sq. ft. TOTAL \$	254,000.00
2,000 square feet concrete apron	@ \$15.60	sq. ft. TOTAL \$	31,200.00
1,000 linear feet concrete curb	@ \$16.00	ln. ft. TOTAL \$	16,000.00
10,000 square feet bituminous walks	@ \$5.00	sq. ft. TOTAL \$	50,000.00
4,000 linear feet bituminous curbs	@ \$8.00	ln. ft. TOTAL \$	32,000.00
Pavement Patching Repairs of Roads	@ \$70.00	sq. yd.	

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

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The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@ \$12.50 sq. ft.	TOTAL \$ 250,000.00
2,000 square feet concrete apron	@ \$13.50 sq. ft.	TOTAL \$ 27,000.00
1,000 linear feet concrete curb	@ \$42.00 ln. ft.	TOTAL \$ 42,000.00
10,000 square feet bituminous walks	@ \$4.40 sq. ft.	TOTAL \$ 44,000.00
4,000 linear feet bituminous curbs	@ \$8.00 ln. ft.	TOTAL \$ 32,000.00
Pavement Patching Repairs of Roads	@ \$87.00 sq. yd.	\$395,000.00

Pricing should be submitted in the format outlined below. 11/1/24 – 10/31/25

20,000 square feet concrete sidewalk	@ \$13.00	sq. ft. TOTAL \$	\$260,000.00
2,000 square feet concrete apron	@ \$14.00	sq. ft. TOTAL \$	\$28,000.00
1,000 linear feet concrete curb	@ \$44.00	ln. ft. TOTAL \$	\$44,000.00
10,000 square feet bituminous walks	@ \$4.60	sq. ft. TOTAL \$	\$46,000.00
4,000 linear feet bituminous curbs	@ \$8.50	ln. ft. TOTAL \$	\$34,000.00
Pavement Patching Repairs of Roads	@ \$90.00	sq. yd.	\$412,000.00

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven’s responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor’s responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@ \$13.00	sq. ft.	TOTAL \$ 260,000.00
2,000 square feet concrete apron	@ \$16.00	sq. ft.	TOTAL \$ 32,000.00
1,000 linear feet concrete curb	@ \$45.00	ln. ft.	TOTAL \$ 45,000.00
10,000 square feet bituminous walks	@ \$5.00	sq. ft.	TOTAL \$ 50,000.00
4,000 linear feet bituminous curbs	@ \$8.00	ln. ft.	TOTAL \$ 32,000.00
Pavement Patching Repairs of Roads	@ \$50.00	sq. yd.	

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24

20,000 square feet concrete sidewalk	@ \$13.00	sq. ft. TOTAL \$ 260,000.00
2,000 square feet concrete apron	@ \$16.00	sq. ft. TOTAL \$ 32,000.00
1,000 linear feet concrete curb	@ \$45.00	ln. ft. TOTAL \$ 45,000.00
10,000 square feet bituminous walks	@ \$5.00	sq. ft. TOTAL \$ 50,000.00
4,000 linear feet bituminous curbs	@ \$8.00	ln. ft. TOTAL \$ 32,000.00
Pavement Patching Repairs of Roads	@ \$50.00	sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

	Colonna Concrete & Asphalt Paving	William M. Laydon	Elm City Materials
YEAR 1			
20,000 sq. ft concrete sidewalk	\$12.00	\$11.50	\$12.50
2,000 sq. ft concrete apron	\$15.00	\$14.50	\$13.50
1,000 linear ft. concrete curb	\$15.00	\$55.00	\$42.00 >
10,000 sq. ft bituminous walks	\$4.00	\$6.50	\$4.40 >
4,000 linear ft. bituminous curbs	\$7.00	\$11.00	\$8.00 >
Pavement Patching Repairs of Roads	\$63.00	\$75.00	\$87.00
YEAR 2			
20,000 sq. ft concrete sidewalk	\$12.70	\$11.50	\$13.00
2,000 sq. ft concrete apron	\$15.60	\$14.50	\$14.00 >
1,000 linear ft. concrete curb	\$16.00	\$55.00	\$44.00 >
10,000 sq. ft bituminous walks	\$5.00	\$6.50	\$4.60 >
4,000 linear ft. bituminous curbs	\$8.00	\$11.00	\$8.50 >
Pavement Patching Repairs of Roads	\$70.00	\$75.00	\$90.00

Prices lower

ITB #2023-41 SIDEWALK, DRIVEWAY AND CURB REPAIR

Bid Closed: 10/19/2023 with six bids

- Prindle Hill Construction, 554 Carriage Dr. Orange, CT 06477
- William M. Laydon Construction, LLC PO Box 367, North Haven, CT 06473
- Murillo Construction, LLC, 29 Stedman St. Hartford, CT 06114
- Colonna Concrete & Asphalt Paving, 160 Fresh Meadow Rd. West Haven, CT 06516
- Elm City Materials, 7 Spring St. West Haven, CT 06516
- White Owl Construction, LLC 1294 Chapel St. New Haven, CT 06511

Prindle Hill

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	13.00	sq. ft. TOTAL \$	260,000.00
2,000 square feet concrete apron	@	15.50	sq. ft. TOTAL \$	31,000.00
1,000 linear feet concrete curb	@	35.00	ln. ft. TOTAL \$	35,000.00
10,000 square feet bituminous walks	@	5.25	sq. ft. TOTAL \$	52,500.00
4,000 linear feet bituminous curbs	@	4.50	ln. ft. TOTAL \$	18,000.00
Pavement Patching Repairs of Roads	@	45.00	sq. yd.	

Prindle Hill

Pricing should be submitted in the format outlined below. 11/1/23 - 10/31/24

20,000 square feet concrete sidewalk @ 13.00 sq. ft. TOTAL \$ 260,000.00
 2,000 square feet concrete apron @ 15.50 sq. ft. TOTAL \$ 31,000.00
 1,000 linear feet concrete curb @ 35.00 ln. ft. TOTAL \$ 35,000.00
 10,000 square feet bituminous walks @ 5.25 sq. ft. TOTAL \$ 52,500.00
 4,000 linear feet bituminous curbs @ 4.50 ln. ft. TOTAL \$ 18,000.00
 Pavement Patching Repairs of Roads @ 45.00 sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

EXHIBIT A

William M. Laydor

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	11.50	sq. ft. TOTAL \$	230,000.00
2,000 square feet concrete apron	@	14.50	sq. ft. TOTAL \$	29,000.00
1,000 linear feet concrete curb	@	55.00	ln. ft. TOTAL \$	55,000.00
10,000 square feet bituminous walks	@	6.50	sq. ft. TOTAL \$	65,000.00
4,000 linear feet bituminous curbs	@	11.00	ln. ft. TOTAL \$	44,000.00
Pavement Patching Repairs of Roads	@	75.00	sq. yd.	

William m. Laydon

Pricing should be submitted in the format outlined below. 11/1/23 - 10/31/24 (2nd year option)

20,000 square feet concrete sidewalk @ 11.50 sq. ft. TOTAL \$ 230,000.00
 2,000 square feet concrete apron @ 14.50 sq. ft. TOTAL \$ 29,000.00
 1,000 linear feet concrete curb @ 55.00 ln. ft. TOTAL \$ 55,000.00
 10,000 square feet bituminous walks @ 6.50 sq. ft. TOTAL \$ 65,000.00
 4,000 linear feet bituminous curbs @ 11.00 ln. ft. TOTAL \$ 44,000.00
 Pavement Patching Repairs of Roads @ 75.00 sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

EXHIBIT A

muri/o

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	21.00	sq. ft.	TOTAL \$	420,000.00
2,000 square feet concrete apron	@	25.00	sq. ft.	TOTAL \$	50,000.00
1,000 linear feet concrete curb	@	56.00	lin. ft.	TOTAL \$	56,000.00
10,000 square feet bituminous walks	@	12.00	sq. ft.	TOTAL \$	120,000.00
4,000 linear feet bituminous curbs	@	14.00	lin. ft.	TOTAL \$	56,000.00
Pavement Patching Repairs of Roads	@	810.00	sq. yd.		

munillo

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24

20,000 square feet concrete sidewalk @ 24.00 sq. ft. TOTAL \$ 480,000.00
2,000 square feet concrete apron @ 27.00 sq. ft. TOTAL \$ 54,000.00
1,000 linear feet concrete curb @ 58.00 ln. ft. TOTAL \$ 58,000.00
10,000 square feet bituminous walks @ 13.50 sq. ft. TOTAL \$ 135,000.00
4,000 linear feet bituminous curbs @ 15.50 ln. ft. TOTAL \$ 62,000.00
Pavement Patching Repairs of Roads @ 820.00 sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

Colonna

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@	\$12.00	sq. ft.	TOTAL \$	240,000.00
2,000 square feet concrete apron	@	\$15.00	sq. ft.	TOTAL \$	30,000.00
1,000 linear feet concrete curb	@	\$15.00	ln. ft.	TOTAL \$	15,000.00
10,000 square feet bituminous walks	@	\$4.00	sq. ft.	TOTAL \$	40,000.00
4,000 linear feet bituminous curbs	@	\$7.00	ln. ft.	TOTAL \$	28,000.00
Pavement Patching Repairs of Roads	@	\$63.00	sq. yd.		

Colonna

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24

20,000 square feet concrete sidewalk	@ \$12.70	sq. ft. TOTAL \$ 254,000.00
2,000 square feet concrete apron	@ \$15.60	sq. ft. TOTAL \$ 31,200.00
1,000 linear feet concrete curb	@ \$16.00	ln. ft. TOTAL \$ 16,000.00
10,000 square feet bituminous walks	@ \$5.00	sq. ft. TOTAL \$ 50,000.00
4,000 linear feet bituminous curbs	@ \$8.00	ln. ft. TOTAL \$ 32,000.00
Pavement Patching Repairs of Roads	@ \$70.00	sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be backfilled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

Elm City

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@ \$12.50	sq. ft. TOTAL \$	250,000.00
2,000 square feet concrete apron	@ \$13.50	sq. ft. TOTAL \$	27,000.00
1,000 linear feet concrete curb	@ \$42.00	ln. ft. TOTAL \$	42,000.00
10,000 square feet bituminous walks	@ \$4.40	sq. ft. TOTAL \$	44,000.00
4,000 linear feet bituminous curbs	@ \$8.00	ln. ft. TOTAL \$	\$32,000.00
Pavement Patching Repairs of Roads	@ \$87.00	sq. yd.	\$395,000.00

Elm City

Pricing should be submitted in the format outlined below. 11/1/24 – 10/31/25

20,000 square feet concrete sidewalk	@ \$13.00	sq. ft. TOTAL \$	\$260,000.00
2,000 square feet concrete apron	@ \$14.00	sq. ft. TOTAL \$	\$28,000.00
1,000 linear feet concrete curb	@ \$44.00	ln. ft. TOTAL \$	\$44,000.00
10,000 square feet bituminous walks	@ \$4.60	sq. ft. TOTAL \$	\$46,000.00
4,000 linear feet bituminous curbs	@ \$8.50	ln. ft. TOTAL \$	\$34,000.00
Pavement Patching Repairs of Roads	@ \$90.00	sq. yd.	\$412,000.00

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

White Owl

EXHIBIT A

Scope of Work

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two year period, commencing on November 1, 2023 and ending on October 31, 2024 for the City of West Haven. Pricing for second 1 year period starting on November 1, 2024 will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidder will be considered as the prime contractor and will be required to assume total responsibility for the repair and or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

Bidders Take Note: It is the intent of the City of West Haven to hold the awarded vendor(s) responsible for providing the services specified under the terms of this contract, for the entire contract period. Awarded vendor(s) unable to meet their bid submission may be subject to the cost to procure these services from the next acceptable bidder.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually.

All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Quantities:

The City of West Haven cannot guarantee specific quantities that may be required during the term of the contract. The figures below are being provided for illustrative purposes only.

Pricing should be submitted in the format outlined below: 11/1/23-10/31/24

20,000 square feet concrete sidewalk	@ \$13.00	sq. ft. TOTAL \$ 260,000.00
2,000 square feet concrete apron	@ \$16.00	sq. ft. TOTAL \$ 32,000.00
1,000 linear feet concrete curb	@ \$45.00	ln. ft. TOTAL \$ 45,000.00
10,000 square feet bituminous walks	@ \$5.00	sq. ft. TOTAL \$ 50,000.00
4,000 linear feet bituminous curbs	@ \$8.00	ln. ft. TOTAL \$ 32,000.00
Pavement Patching Repairs of Roads	@ \$50.00	sq. yd.

White Owl

Pricing should be submitted in the format outlined below. 11/1/23 – 10/31/24

20,000 square feet concrete sidewalk	@ \$13.00	sq. ft. TOTAL \$ 260,000.00
2,000 square feet concrete apron	@ \$16.00	sq. ft. TOTAL \$ 32,000.00
1,000 linear feet concrete curb	@ \$45.00	ln. ft. TOTAL \$ 45,000.00
10,000 square feet bituminous walks	@ \$5.00	sq. ft. TOTAL \$ 50,000.00
4,000 linear feet bituminous curbs	@ \$8.00	ln. ft. TOTAL \$ 32,000.00
Pavement Patching Repairs of Roads	@ \$50.00	sq. yd.

Specification:

(1) Bituminous Concrete Sidewalks and Driveways:

- (1)Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.
- (2)Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.
- (3)Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9
- (4)Sidewalks: The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of foam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.
- (5)Permits: Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.
- (6)New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

- (1)Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

WEST HAVEN CONSTRUCTION SERVICES CONTRACT

This Agreement is made this day of 2025 by and between the City of West Haven, (the "City") and Elm City Materials, Inc., (the "Contractor"). The Contractor shall provide all labor, materials, and equipment necessary or reasonably required to complete the Work shown on Exhibit A attached hereto and made a part hereof (the "Work"). The Work shall be administered and managed on behalf of the City by Ernest Chiarelli, City Sidewalk Inspector (the "Sidewalk Inspector"). The Contractor shall follow any and all instructions, reviews, advice, approvals or directives issued by the Sidewalk Inspector.

The City will periodically pay the Contractor upon the satisfactory completion of portions of the Work as predetermined by the Sidewalk Inspector, and when all of the Contractor's duties, obligations and responsibilities under this Agreement with respect to such portion or portions have been performed and satisfied, subject to additions and deductions as herein provided. The amounts of all payments that become due shall be determined according to the schedules set forth in Exhibit A attached hereto and made a part hereof. The Contractor's payment shall become due and payable when each portion of the Work has been completed and accepted by the City; the Contractor provides the City with evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; and the Contractor executes and delivers a general release running to and in favor of the City.

Upon the Contractor's receipt of a fully executed copy of this Agreement from the City, the Sidewalk Inspector shall from time to time determine and designate portions of the Work to be completed by the Contractor and shall communicate to the Contractor an anticipated Time of Completion for each portion of the Work. Time is of the essence. The Contractor hereby acknowledges and agrees that timely completion of each portion of the Work is necessary if the City is to avoid damages, additional costs, and inconveniences that would be impossible or extremely difficult to accurately quantify. In light of the foregoing, if the Contractor fails to complete any portion of the Work within a reasonable time as predetermined by the Sidewalk Inspector and communicated to the Contractor then the sum of One Hundred (\$100.00) per calendar day shall be deducted from any monies due or that otherwise may become due the Contractor. This sum shall not be imposed as a penalty but as liquidated damages due the City because of the damages, inconveniences and additional costs resulting from the Contractor's delay in completing the Work.

The City reserves the right – without invalidating this Agreement – to make changes to the Work required herein that may involve additions, deletions and/or modifications to the scope of Work described in Exhibit A. Upon receipt of a proposed addition, deletion and/or modification, the Contractor shall notify the City of its proposed increase or deduction in the payment amount requested as a result thereof. If the City accepts the Contractor's proposal, the Sidewalk Inspector shall issue a written change order incorporating the proposed addition, deletion and/or modification into this Agreement.

If the City and the Contractor are unable to agree upon the value of the Work to be changed, added or omitted, the Contractor shall proceed with the Work promptly under a written order

of the City from which order the stated value of the Work shall be omitted, and the determination of the value of the Work shall be determined by the Sidewalk Inspector. The Sidewalk Inspector's decision pertaining to the value of the Work shall be final and binding upon the parties hereto.

The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City and its officers, agents and employees on account of any and all demands; claims; damages; losses; litigation and financial costs and expenses, including attorney's fees; compensation arising out of personal injuries (including death); any damage to property, real or personal; and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

In the employment of mechanics, laborers and workmen for the Work, the Contractor and all lower-tiered subcontractors shall give employment preference to citizens of West Haven. The Contractor and all lower-tiered subcontractors shall submit such relevant documents and other information as may be requested by the City to determine compliance with this article. In order to monitor compliance with the section, the City may request such relevant documents and documentation from the Contractor or from subcontractors at any time during the term of the Contract. The Contractor shall comply with or arrange for compliance with all such requests promptly. Prior to the commencement of performance of the Work the Contractor and all lower-tiered subcontractors shall forward a written statement indicating the name, address and occupational title of each mechanic, laborer and workman scheduled to perform work. Amended statements shall be filed before any new mechanic, laborer and workman commences work under the Contract.

The Contractor and all lower-tiered subcontractors agree and warrant that in the performance of the Work that they shall not discriminate or permit discrimination in employment against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or on the basis of physical or mental disability, including but not limited to blindness, unless it is shown by the Contractor or subcontractor that such disability prevents performance under the Contract. The Contractor and all sub-tier contractors also agree that for purposes of monitoring compliance with the provisions of this section that they shall provide the City with such information as may be requested concerning their employment practices and procedures. For purposes hereof, discrimination in employment shall include but not be limited to employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment. The Contractor and all lower-tiered subcontractors shall post notices in conspicuous places on the work site describing the provisions of this Article. Nothing contained herein is intended or shall be construed to relieve the Contractor or any lower-tiered subcontractor from compliance with applicable federal or state law concerning equal employment opportunity, affirmative action or nondiscrimination.

If the Work requires utilizing trades or occupations for which state-certified apprenticeship programs exist, the Contractor shall be affiliated with such programs and the Contractor shall require lower-tiered

subcontractors to be affiliated with same. The Contractor or any lower-tiered subcontractor may be relieved from compliance with this Article if provisions of its existing labor agreements prevent compliance with the requirements hereof. In that event, prior to the commencement of performance, the Contractor or subcontractor shall submit their reasons for such action in writing, along with supporting documents, to the City. In order to monitor compliance with the apprenticeship programs, the City may request such relevant documents and documentation from the Contractor or any lower-tiered subcontractor at any time during the term of the Contract. The Contractor shall comply with any or arrange for compliance with all such requests promptly. An apprentice is defined as a person employed under a written agreement enrolled in a registered program by the State of Connecticut to work at and to learn a specific trade as defined in Connecticut State General Statutes Section 31-51(a).

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with the requirements for local worker preference, nondiscrimination and/or apprenticeship, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Work in types and amounts specified in Exhibit B attached hereto.

IN WITNESS WHEREOF, the City and the Contractor have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF WEST HAVEN

By: _____
Dorinda Borer
Its Mayor
Duly Authorized

ELM CITY MATERIALS, INC.

By: _____
Jeffrey Laydon
Its Owner
Duly Authorized

This contract is approved as to contents of form.

Corporation Counsel

EXHIBIT A

SCOPE OF WORK:

The repair and/or replacement of sidewalks, driveways, and curbs; and the replacement patching for repairs of roads, as determined by the Sidewalk Inspector during the period commencing on March 1, 2025, and ending on 10/31/25. Such work will be performed on roads and properties maintained by the City. The Contractor shall be responsible for the removal and disposal of any existing sidewalk, curb or apron.

The Contractor shall be the prime contractor and assumes total responsibility for the repair and replacement of the sidewalks, driveways and/or curbs designated by the Sidewalk Inspector.

In the event of recurrence of root damage to a repaired sidewalk, the Contractor will be responsible for replacement during a period of four (4) years.

It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway; the contractor must first obtain written approval to do so from the Director of Public Works. Such request shall specify the exact period of time and exact location of each proposed closing.

The City shall provide traffic control personnel as required by section 206-40 of the Code of the City of West Haven. The Contractor Is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires; utility poles; fire hydrants; and street signs.

PRICING: 03/01/25 - 10/31/25 (QUANTITIES ARE ESTIMATES ONLY)

20,000 square feet concrete sidewalk:	@\$13.50 sq. ft.	TOTAL:	\$270,000.00
2,000 square feet concrete apron:	@ \$14.00 sq. ft.	TOTAL:	\$28,000.00
1,000 linear feet concrete curb:	@ \$44.00 ln. ft.	TOTAL:	\$44,000
10,000 square feet bituminous walks:	@ \$ 4.60 sq. ft.	TOTAL:	\$46,000.00
4,000 linear feet bituminous curbs:	@ \$8.50 ln. ft.	TOTAL:	\$34,000.00
Pavement Patching Repairs of Roads:	@ \$90.00 sq. yd.	TOTAL:	TBD

SPECIFICATIONS:

1. Bituminous Concrete Sidewalks and Driveways:

(l) **Excavation:** Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.

(2) **Gravel Base:** Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.

(3) **Bituminous Concrete:** The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500 lbs. Wire fabric for sidewalks: WWF 6x6-W2xW2. Wire fabric for driveways: WWF 6x6 W2.9xW2.9.

(4) **Sidewalks:** The finished sides shall be back filled with a suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.

(5) **Permits:** Vendor shall be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.

(6) **New Development:** This section does not apply to new developments whereby concrete sidewalks and driveways govern.

2. **Concrete Curbing:**

Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

EXHIBIT B

The insurance required by this contract shall be written for not less than the following, and greater if required by law:

1. **Worker's Compensation:**
 - a. State: Connecticut - Statutory
 - b. Applicable Federal (e.g. Longshoremen's): Statutory
 - c. Employer's Liability: \$1,000,000.00 per accident
2. **Comprehensive or Commercial General Liability (including Premises - Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage); Contractual Liability and Personal Injury:**
 - a. 1,000,000.00 each occurrence C.S.L.;
 - b. 1,000,000.00 Personal & Advertising Injury;
 - c. Products and Completed Operations Insurance shall be maintained for five (5) years after final payment;
 - d. Property Damage Liability Insurance shall provide X,C and U coverage; and
 - e. Broad form property damage coverage shall include completed operations.
3. **Comprehensive automobile Liability (included owned, non-owned and hired vehicles):** Limited \$1,000,000.00 each accident (CSL) (BI &PD).
4. **If the value of the contract is in excess of \$100,000:** Umbrella excess liability insurance in the amount of \$5,000,000 each occurrence is also required.
5. Contractor shall purchase all risk on completed value form in the names of the owner, contractor, and subcontractors, as their interests may appear, with limits of amount equal to the contract sum for the work.
6. Contractor shall provide appropriate insurance certificates, naming the City of West Haven as an additional insured on all policies. 30 days notification shall be required for cancellation or non-renewal.
7. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis- including.
 - a. Premises operations (including X-C/U as applicable)
 - b. Independent Contractors' Protective.
 - c. Products and completed operations
 - d. Personal injury liability with employment exclusion deleted.
 - e. Contractual Liability
 - f. Owned, non-owned, and hired motor vehicles.
 - g. Broad form property damage including completed operations
 - h. Umbrella excess liability.

The Contractor shall furnish one copy each of certificates of insurance herein required for each copy of the contract which shall specifically set forth evidence of all coverage required. The form of certificate shall be Accord 25 (2/84) or accepted equal. The contractor shall subsequently issue amending coverage or limits.



Office of the Finance Director

City of West Haven
355 Main Street
West Haven, Connecticut 06516

MARB Contract Form

MARB Meeting Date:	January 27, 2024				
Contract Name	Police Services Internet/Fiber Upgrades				
City Agency	Police Services				
Vendor Utilized	Frontier Communications				
Address	5 West Service Road				
City, State, Zip					
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input checked="" type="checkbox"/> State Contract [18PSX0025] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents					
Quote No('s) if applicable	Attached email				
Source of Funds	City Operating Funds (General Fund-Police)				
Quantity	0.00	Price Per:	\$0.00	Total Price	\$143,100 (Over 60 Months)
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>There are three different internet/fiber upgrades that the City of West Haven Police Department is seeking approval for.</p> <p>The first one is a wash and involves the City dropping our current vendor Crown Castle as a provider and swapping for Frontier. This was negotiated to be the same cost monthly but 10x more speed. The Police Department would move from 500MB to 5GB.</p> <p>Cost \$72,000 (\$1,200 month for 60 months)</p> <p>The second is a fiber connection to the Animal Control Building ("ÄCO"). This will remove the ACO building from the city network and establish a direct connection to the Police Department network; so that all of the upgrades (phones, cameras, IT) can function properly with enough bandwidth.</p> <p>Cost \$56,100 (\$935 month for 60 months)</p> <p>The third is for the Detective Division Forensics Unit. This is to accommodate the growing amount of tech driven investigative work. The detective division currently uses a Mifi for their internet at a cost of approximately \$100/month, but this is only a cellular service. The internet upgrade would be dedicated to this unit and be off network given the nature of things they uncover on forensic dumps. This upgrade is a 2-gig internet line that will be dedicated to the Detective Division</p>				



Office of the Finance Director

City of West Haven
355 Main Street
West Haven, Connecticut 06516

	<p>Cost \$15,000 (\$250 month for 60 months)</p> <p>Frontier is on the state bid list (number provided on attachment) and the pricing the city received was negotiated to be better than the State Pricing because of the bundle created. There is no contract, but the pricing is guaranteed for 60 months. There is no buyout penalty or cost, and the city can cancel at any time.</p>
Department Submission [Name and Title]	Craig Thompson, Sergeant Joseph Perno, Chief
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director

Michael Gormany

Subject: FW: West Haven Police Dept - 5G DIA - Approval Request
Attachments: Outlook-34cf5tr0.png

From: Altamirano, Cesar <cesar.altamirano@FTR.com>
Sent: Monday, December 16, 2024 3:34:44 PM
To: Craig Thompson <cthompson@whpd.com>
Cc: MacDonald, Jennifer <jennifer.macdonald@FTR.com>
Subject: West Haven Police Dept - 5G DIA - Approval Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Craig,

Kindly review the information below, considering your utilization of the negotiated Connecticut State contract pricing. No product schedule requirement or signature is necessary. Simply respond to this email with the word "APPROVE." The authorized representative from your organization approving this order should include their email signature when responding. Your email confirmation will serve as validation for proceeding, and we will attach it to your order. We're here to assist with any questions, so feel free to reach out.

Solution Overview:

Connecticut State Contract Number: 18PSX0025
Vendor Name: Frontier Communications
Service Name: **Frontier Dedicated Internet Access (DIA)**
Customer: City of West Haven (Police Department)
Service Location(s): 200 Saw Mill Rd, West Haven, CT 06516
Solution: FRONTIER Business Fiber 5G with 5 Static IP
Quantity: 1
Term: 60 months
FRONTIER Business Fiber 5G with 5 Static IP \$1,200
Static IP \$0
Monthly Recurring (not including taxes, telecom fees or surcharges): = **\$1,200**
NRC (Non Recurring Charge) Activation Fee: **\$0**

Service Name: **Frontier ELAN**
Customer: City of West Haven (Police Department)
Service Location(1): 200 Saw Mill Rd, West Haven, CT 06516
Service Location(2): 7 Collins Dr., West Haven, CT 06516
Solution: FRONTIER ELAN
Quantity: 1
Term: 60 months
FRONTIER ELAN \$935 two sided
Monthly Recurring (not including taxes, telecom fees or surcharges): = **\$935**
NRC (Non Recurring Charge) Activation Fee: **\$0**

Service Name: **Frontier Business Fiber**

Customer: City of West Haven (Police Department)
Service Location(s): 200 Saw Mill Rd, West Haven, CT 06516
Solution: FRONTIER 2G Business Fiber
Quantity: 1
Term: 60 months
FRONTIER 2G Business Fiber \$250
Monthly Recurring (not including taxes, telecom fees or surcharges): = **\$250**
NRC (Non Recurring Charge) Activation Fee: **\$0**

Very Best,
Cesar

Cesar Altamirano

Enterprise Account Executive II

cesar.altamirano@ftr.com | 203.417.8218



This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

To whom it concerns,

The West Haven Police Department is looking to make several improvements to our internet providers and looking for permission to move forward with the following three changes. The total of all three were negotiated as a package which is why we were able to obtain the pricing you see below. All of these prices are for a 60 month term but there is no contract, we can cancel at anytime without penalty or buyout costs. Frontier is on the State bid list and the prices below are better than the State Contract.

- 1- One of the PD's current internet providers is Crown Castle and we have 500 MB of bandwidth for roughly \$1200.00/Month. We have negotiated with Frontier to provide 5 gigs of bandwidth on a dedicated (private) service for the same price as we are paying Crown monthly. This is 10x times the speeds on a dedicated line and that price is guaranteed for 60 months. This is critical given the most current upgrades to body and dash cameras and the ever growing tech world. It should be noted that we are currently capped with Crown Castle because of ongoing litigation that has prevented us from increasing our speeds over the last nearly two years. This is a wash if approved. We will cancel Crown once Frontier is connected.
- 2- This is for a direct Fiber connection to the Animal Control Building at 7 Collis back to the Police Department. Currently the ACO building is routed through City Hall then back to the Police Department but this is done on a shared line with all of the city entities. The ACO building is currently undergoing a project for new phones since they have gone without for 4 plus years and in the very near future will also have cameras added to the building (there are none now). Animal Control falls under the PD for all services with the exception of internet currently. This Fiber line would remove them completely from the City's network and on to the PD's. This is planned to be budgeted for by the Chief's for \$935/month guaranteed for 60 months no contract, cancel anytime.
- 3- This upgrade is a 2 gig internet line that will be dedicated to the Detective Division- Digital Forensic Unit. The world of technology is always evolving and due to the nature of the Detectives work a great deal of the digital forensic data that is collected can not be put on the PD main network. Currently the ID Unit uses a Mifi hotspot (cellular service) for all of their cell phone dumps, tracking, crime scene mapping software etc.. This is not enough bandwidth to sustain the amount of data being dealt with. This is guaranteed \$250.00/month for a term of 60 months, also no contract cancel anytime.

I have attached the terms from Frontier on the following 2 pages. There is nothing to sign, just an approval to accept. Thank you and if you have any questions please reach out.

From Frontier:

Kindly review the information below, considering your utilization of the negotiated Connecticut State contract pricing. No product schedule requirement or signature is necessary. Simply respond to this email with the word "APPROVE." The authorized representative from your organization approving this order should include their email signature when responding. Your email confirmation will serve as validation for proceeding, and we will attach it to your order. We're here to assist with any questions, so feel free to reach out.

Solution Overview:

1.)

Connecticut State Contract Number: 18PSX0025

Vendor Name: Frontier Communications

Service Name: **Frontier Dedicated Internet Access (DIA)**

Customer: City of West Haven (Police Department)

Service Location(s): 200 Saw Mill Rd, West Haven, CT 06516

Solution: FRONTIER Business Fiber 5G with 5 Static IP

Quantity: 1

Term: 60 months

FRONTIER Business Fiber 5G with 5 Static IP \$1,200

Static IP \$0

Monthly Recurring (not including taxes, telecom fees or surcharges): = **\$1,200**

NRC (Non Recurring Charge) Activation Fee: **\$0**

2.)

Service Name: **Frontier ELAN**

Customer: City of West Haven (Police Department)

Service Location(1): 200 Saw Mill Rd, West Haven, CT 06516

Service Location(2): 7 Collins Dr., West Haven, CT 06516

Solution: FRONTIER ELAN

Quantity: 1

Term: 60 months

FRONTIER ELAN \$935 two sided

Monthly Recurring (not including taxes, telecom fees or surcharges): = **\$935**

NRC (Non Recurring Charge) Activation Fee: **\$0**

3.)

Service Name: **Frontier Business Fiber**

Customer: City of West Haven (Police Department)

Service Location(s): 200 Saw Mill Rd, West Haven, CT 06516

Solution: FRONTIER 2G Business Fiber

Quantity: 1

Term: 60 months

FRONTIER 2G Business Fiber \$250

Monthly Recurring (not including taxes, telecom fees or surcharges): = **\$250**

NRC (Non Recurring Charge) Activation Fee: **\$0**

Very Best,

Cesar

Contract Summary

General Information

Contract Number	18PSX0025AB
Issue Date	April 18, 2024
Organization	State of CT - DAS Procurement
Status	Active
Multi Contractor Contract	No
Title	Carrier and Broadband Provider Services
Description	Carrier and Broadband Provider Services This Contract replaces Contract number 18PSX0025AA
Contract Administrator	Marcie Wilson
Email Address	Marcie.Wilson@ct.gov
Request Number	
Solicitation Number	
Enable Contract as Round Trip	No
P-Card Accepted	No
PO Dispatch	Contractor

Commodity

Code	Description
43000000	Information Technology Broadcasting and Telecommunications

Contractor

Name	Frontier Communications		
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Michael Bertot	michael.bertot@ftr.com	8603710025

Distributors

Frontier Communications

Supplier Diversity Information

Name	Diversity	Allocation
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Pricing Information

Contract Type	Migrated DAS Contract
Pricing Type	Fixed Price with Unit Cost
Total Value Condition	Estimate
Total Value(USD)	20,000,000.00
Retainage Percent	0.00
Retainage Notes	
Initial Expended Value(USD)	0.00
Cumulative Encumbered/Expended Value(USD)	0.00
Total Paid(USD)	0.00
Remaining Balance(USD)	20,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	The Contractor's name is hereby updated from Southern New England Fire & Protection to Frontier Communications. To reflect this change, Contract number 18PSX0025AA has been cancelled and Contract number 18PSX0025AB has been issued. All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.

Contract Period

Award Date	March 01, 2018
Effective Date	March 01, 2018
Expiration Date	June 30, 2025
Potential Final Expiration Date	June 30, 2025

Custom Fields

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
# 18PSX0025 - Amended 3.18.2024.xls	April 17, 2024
18psx0025 CTR049885 Amendment 2 (Pricing Updates).pdf	April 17, 2024
Attachment 1- Product & Pricing Schedule.xlsx	July 30, 2020
Attachment 2- Frontier Service & Product Description.pdf	July 30, 2020
CONTRACT AWARD.pdf	July 30, 2020
CTR049885_Contract_Amendment_1.pdf	June 06, 2023
Supplement 1 Contract extension through 09-30-20.pdf	July 30, 2020

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement

CONTRACT AWARD
RFP-38 Rev. 11/18/16
Prev. Rev. 3/12/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Daniel Dion
Contract Analyst

860-713-5168
Telephone Number

PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

18PSX0025

Contract Award Date:

26 February 2018

RFP Due Date:

N/A

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Carrier and Broadband Provider Services**
Arizona Master Blanket Purchase Order ADSP015-088476

FOR: All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations		TERM OF CONTRACT: 23 February 2018 through 30 June 2020	
		AGENCY REQUISITION NUMBER: 0000005147	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		\$20,000,000 EST	\$20,000,000 EST

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Frontier Communications**

Company Address: **5 West Service Road**

Tel. No.: **(860) 947-7383**

Fax No.: **(860) 947-7383**

Contract Value: **\$20,000,000 EST**

Contact Person: **George Cummings**

Company E-mail Address and/or Company Web Site: george.cummings@ftr.com / www.frontier.com

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

This Award will allow the State of Connecticut to purchase certain services from the State of Arizona Contract for Carrier and Broadband Provider Services Contract Number ADSP014-00004241 with Frontier Communications.


The purchasing entities shall purchase selected Services listed in Attachment 1 (not covered under any current active State of Connecticut contracts or master agreements with Frontier), as needed, from Frontier Communications in accordance with the terms and conditions of the Arizona Contract. The Arizona Contract may be viewed [here](#).

APPROVED _____

MARK RAYMOND

Chief Information Officer

(Original Signature on Document in Procurement Files)

	Contract Amendment		AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 305 Phoenix, AZ 85007
	CONTRACT NO.: CTR049885 Carrier and Broadband Provider Services	PAGE 1	
	AMENDMENT NO.: One (1)	OF 1	

CONTRACTOR: Citizens Utilities Rural Telephone Company Inc. d/b/a Frontier 401 Merritt 7 Norwalk, CT 96851 CONTACT: Greg Noble PHONE: (909) 477-7018 EMAIL: greg.noble@FTR.com	STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 th Ave., Ste. 402 Phoenix, AZ 85007 CONTACT: Eric Bell PHONE: (602) 542-8921 EMAIL: eric.bell@azdoa.gov
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Carrier and Broadband Provider Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

- Part 2: Scope, Pricing and Terms and Conditions, Section 2-A: Scope of Work, Sub-Section 3.0 Scope of Services, Paragraph 3.1.5 Network Redundancy* shall be replaced in its entirety with the following verbiage:

3.1.5 Network Redundancy

Although not required, the State may request and obtain a quote from Provider and enter into an amendment to establish one or more circuits/systems available to sustain the operation of the service in case of failure of the main circuits/systems.

- Part 2: Scope, Pricing and Terms and Conditions, Section 2-A: Scope of Work, Sub-Section 3.0 Scope of Services, Paragraph 3.1.6 Network Diversity* shall be replaced in its entirety with the following verbiage:

3.1.6 Network Diversity

Although not required, the State may request and obtain a quote from Provider and enter into an amendment to establish backbone network paths and infrastructure offered in such a way as to minimize the chance of a single point of failure.

- The following provision shall be added as *Part 2: Scope, Pricing and Terms and Conditions, Section 2-A: Scope of Work, Sub-Section 3.0 Scope of Services, 3.5 Service Level Guarantees, 3.5.2 Minimum Guarantees, 3.5.2(4) Restore and Response penalties, Paragraph 3.5.2(4)(iv)*:

3.5.2 Minimum Guarantees, (4) Restore and Response Penalties:

(iv) Customer agrees that Provider will not be subject to the above SLA restore time and penalties for DSL services.

- In accordance with the Special Terms and Conditions, Section 3.2 - Contract Extensions, this Contract is extended for the contract period through June 30, 2025.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.			
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
<i>Mohirah Hall</i>		<i>Eric Bell</i>	
5/31/23		5/30/2023	
SIGNATURE	DATE	SIGNATURE	DATE
Mohirah Hall / Enterprise Sales Manager		Eric Bell	
PRINTED/TYPED NAME AND TITLE		State Procurement Manager	

Aimee Cunningham
Contract Specialist

860-713-5250
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

18PSX0025

Contract Award Date:

26 February 2018

Proposal Due Date:

N/A

SUPPLEMENT DATE:

29 June 2020

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Carrier and Broadband Provider Services via Arizona Master Blanket Purchase Order ADSP015-088476

FOR: The Department of Administrative Services
450 Columbus Boulevard, Suite 1101, Hartford, CT 06103

TERM OF CONTRACT:

23 February 2018 through 31 September 2020

AGENCY REQUISITION NUMBER: Executive Branch Statewide

CHANGE TO IN STATE (Non-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		\$20,000,000(est.)	\$20,000,000(est.)

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: Frontier Communications	
Contact Person: George Cummings	Tel. No.: 860-927-7383
Company/Contact Person Email Address: george.cummings@ftc.com	
Company Web Site: www.frontier.com	Delivery: As Required
Certification Type (SBE, MBE or None): None	Contract Value: \$ 20,000,000 (est.)
Prompt Payment Terms: 0% 00 Net 45	Agrees to Supply Political SubDivisions: Yes

PLEASE NOTE:


The purpose of this Supplement #1 is to extend the contract in accordance with the extension, terms and conditions of the Arizona Master Blanket Purchase Order ADSP015-088476.

APPROVED _____

AIMEE CUNNINGHAM

Contract Specialist

(Original Signature on Document in Procurement Files)

	Contract Amendment		AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 305 Phoenix, AZ 85007
	CONTRACT NO.: CTR049885 Carrier and Broadband Provider Services	PAGE 1	
	AMENDMENT NO.: Two (2)	OF 1	


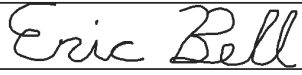
CONTRACTOR: Citizens Utilities Rural Telephone Company Inc. d/b/a Frontier 401 Merritt 7 Norwalk, CT 96851 CONTACT: Greg Noble PHONE: (909) 477-7018 EMAIL: greg.noble@FTR.com	STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 th Ave., Ste. 402 Phoenix, AZ 85007 CONTACT: Eric Bell PHONE: (602) 542-8921 EMAIL: eric.bell@azdoa.gov
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Carrier and Broadband Provider Services

Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

- Attachment 4 – Pricing Sheet** shall updated with the updated **Attachment 4 - Pricing Sheet** attached herein.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
 03/05/24	 3/18/2024
SIGNATURE DATE Jordan Bramble Director, Enterprise Sales PRINTED/TYPED NAME AND TITLE	SIGNATURE DATE Eric Bell State Procurement Manager

Contractor to provide the information requested below:

Contractor:

Frontier Communications

Account Representative Name:

Christine Kaleta-Young

Representatives Phone:

928-854-7253

Representatives E-mail:

christine.kaleta-young@ftr.com

NOTE:

1. Services and Broadband Providers shall bid by Product and County in which the services are currently available.

2. A Carrier or Broadband Provider can only provide limited services within a County after completing the construction of new infrastructure within that County that would enable the delivery of the services the Carrier or Broadband Provider shall submit their proposal per the instructions of Attachment D, Offeror Questionnaire Section 2.6.

Provider's Signature

[illegible]

[illegible]

[illegible]

[illegible]

NOTE:
 1. Carriers and Broadband Providers shall list by Product and County in which the services are currently available.

[illegible]

<p>Section 1: General Information</p> <p>1.1. Name of the Project: Project A</p> <p>1.2. Project Manager: John Doe</p> <p>1.3. Project Start Date: 2023-01-01</p> <p>1.4. Project End Date: 2023-12-31</p> <p>1.5. Project Budget: \$1,000,000</p> <p>1.6. Project Status: On Track</p>				<p>Section 2: Resource Allocation</p> <p>2.1. Resource Name: Resource A</p> <p>2.2. Resource Type: Human</p> <p>2.3. Resource Availability: Full Time</p> <p>2.4. Resource Cost: \$50,000</p> <p>2.5. Resource Skills: Project Management, Team Leadership</p>																							
<p>Section 3: Task Details</p> <p>3.1. Task Name: Task A</p> <p>3.2. Task Description: Task A Description</p> <p>3.3. Task Start Date: 2023-01-01</p> <p>3.4. Task End Date: 2023-01-31</p> <p>3.5. Task Status: Completed</p>				<p>Section 4: Task Progress</p> <p>4.1. Task Progress: 100%</p> <p>4.2. Task Completion Date: 2023-01-31</p> <p>4.3. Task Assigned To: Resource A</p> <p>4.4. Task Assigned From: Resource A</p> <p>4.5. Task Assigned To: Resource A</p> <p>4.6. Task Assigned From: Resource A</p> <p>4.7. Task Assigned To: Resource A</p> <p>4.8. Task Assigned From: Resource A</p> <p>4.9. Task Assigned To: Resource A</p> <p>4.10. Task Assigned From: Resource A</p> <p>4.11. Task Assigned To: Resource A</p> <p>4.12. Task Assigned From: Resource A</p> <p>4.13. Task Assigned To: Resource A</p> <p>4.14. Task Assigned From: Resource A</p> <p>4.15. Task Assigned To: Resource A</p> <p>4.16. Task Assigned From: Resource A</p> <p>4.17. Task Assigned To: Resource A</p> <p>4.18. Task Assigned From: Resource A</p> <p>4.19. Task Assigned To: Resource A</p> <p>4.20. Task Assigned From: Resource A</p> <p>4.21. Task Assigned To: Resource A</p> <p>4.22. Task Assigned From: Resource A</p> <p>4.23. Task Assigned To: Resource A</p> <p>4.24. Task Assigned From: Resource A</p>																							

Section 1: General Information				Section 2: Financial Data		Section 3: Operational Data		Section 4: Compliance Data		Section 5: Summary Data	
Item ID	Description	Unit	Value	Category	Sub-Category	Value	Value	Value	Value	Value	Value
001	Item 1 Description	Unit 1	100	Category 1	Sub-Category 1	100	100	100	100	100	100
002	Item 2 Description	Unit 2	200	Category 2	Sub-Category 2	200	200	200	200	200	200
003	Item 3 Description	Unit 3	300	Category 3	Sub-Category 3	300	300	300	300	300	300
004	Item 4 Description	Unit 4	400	Category 4	Sub-Category 4	400	400	400	400	400	400
005	Item 5 Description	Unit 5	500	Category 5	Sub-Category 5	500	500	500	500	500	500
006	Item 6 Description	Unit 6	600	Category 6	Sub-Category 6	600	600	600	600	600	600
007	Item 7 Description	Unit 7	700	Category 7	Sub-Category 7	700	700	700	700	700	700
008	Item 8 Description	Unit 8	800	Category 8	Sub-Category 8	800	800	800	800	800	800
009	Item 9 Description	Unit 9	900	Category 9	Sub-Category 9	900	900	900	900	900	900
010	Item 10 Description	Unit 10	1000	Category 10	Sub-Category 10	1000	1000	1000	1000	1000	1000
011	Item 11 Description	Unit 11	1100	Category 11	Sub-Category 11	1100	1100	1100	1100	1100	1100
012	Item 12 Description	Unit 12	1200	Category 12	Sub-Category 12	1200	1200	1200	1200	1200	1200
013	Item 13 Description	Unit 13	1300	Category 13	Sub-Category 13	1300	1300	1300	1300	1300	1300
014	Item 14 Description	Unit 14	1400	Category 14	Sub-Category 14	1400	1400	1400	1400	1400	1400
015	Item 15 Description	Unit 15	1500	Category 15	Sub-Category 15	1500	1500	1500	1500	1500	1500
016	Item 16 Description	Unit 16	1600	Category 16	Sub-Category 16	1600	1600	1600	1600	1600	1600
017	Item 17 Description	Unit 17	1700	Category 17	Sub-Category 17	1700	1700	1700	1700	1700	1700
018	Item 18 Description	Unit 18	1800	Category 18	Sub-Category 18	1800	1800	1800	1800	1800	1800
019	Item 19 Description	Unit 19	1900	Category 19	Sub-Category 19	1900	1900	1900	1900	1900	1900
020	Item 20 Description	Unit 20	2000	Category 20	Sub-Category 20	2000	2000	2000	2000	2000	2000
021	Item 21 Description	Unit 21	2100	Category 21	Sub-Category 21	2100	2100	2100	2100	2100	2100
022	Item 22 Description	Unit 22	2200	Category 22	Sub-Category 22	2200	2200	2200	2200	2200	2200
023	Item 23 Description	Unit 23	2300	Category 23	Sub-Category 23	2300	2300	2300	2300	2300	2300
024	Item 24 Description	Unit 24	2400	Category 24	Sub-Category 24	2400	2400	2400	2400	2400	2400
025	Item 25 Description	Unit 25	2500	Category 25	Sub-Category 25	2500	2500	2500	2500	2500	2500
026	Item 26 Description	Unit 26	2600	Category 26	Sub-Category 26	2600	2600	2600	2600	2600	2600
027	Item 27 Description	Unit 27	2700	Category 27	Sub-Category 27	2700	2700	2700	2700	2700	2700
028	Item 28 Description	Unit 28	2800	Category 28	Sub-Category 28	2800	2800	2800	2800	2800	2800
029	Item 29 Description	Unit 29	2900	Category 29	Sub-Category 29	2900	2900	2900	2900	2900	2900
030	Item 30 Description	Unit 30	3000	Category 30	Sub-Category 30	3000	3000	3000	3000	3000	3000
031	Item 31 Description	Unit 31	3100	Category 31	Sub-Category 31	3100	3100	3100	3100	3100	3100
032	Item 32 Description	Unit 32	3200	Category 32	Sub-Category 32	3200	3200	3200	3200	3200	3200
033	Item 33 Description	Unit 33	3300	Category 33	Sub-Category 33	3300	3300	3300	3300	3300	3300
034	Item 34 Description	Unit 34	3400	Category 34	Sub-Category 34	3400	3400	3400	3400	3400	3400
035	Item 35 Description	Unit 35	3500	Category 35	Sub-Category 35	3500	3500	3500	3500	3500	3500
036	Item 36 Description	Unit 36	3600	Category 36	Sub-Category 36	3600	3600	3600	3600	3600	3600
037	Item 37 Description	Unit 37	3700	Category 37	Sub-Category 37	3700	3700	3700	3700	3700	3700
038	Item 38 Description	Unit 38	3800	Category 38	Sub-Category 38	3800	3800	3800	3800	3800	3800
039	Item 39 Description	Unit 39	3900	Category 39	Sub-Category 39	3900	3900	3900	3900	3900	3900
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041	Item 41 Description	Unit 41	4100	Category 41	Sub-Category 41	4100	4100	4100	4100	4100	4100
042	Item 42 Description	Unit 42	4200	Category 42	Sub-Category 42	4200	4200	4200	4200	4200	4200
043	Item 43 Description	Unit 43	4300	Category 43	Sub-Category 43	4300	4300	4300	4300	4300	4300
044	Item 44 Description	Unit 44	4400	Category 44	Sub-Category 44	4400	4400	4400	4400	4400	4400
045	Item 45 Description	Unit 45	4500	Category 45	Sub-Category 45	4500	4500	4500	4500	4500	4500
046	Item 46 Description	Unit 46	4600	Category 46	Sub-Category 46	4600	4600	4600	4600	4600	4600
047	Item 47 Description	Unit 47	4700	Category 47	Sub-Category 47	4700	4700	4700	4700	4700	4700
048	Item 48 Description	Unit 48	4800	Category 48	Sub-Category 48	4800	4800	4800	4800	4800	4800
049	Item 49 Description	Unit 49	4900	Category 49	Sub-Category 49	4900	4900	4900	4900	4900	4900
050	Item 50 Description	Unit 50	5000	Category 50	Sub-Category 50	5000	5000	5000	5000	5000	5000
051	Item 51 Description	Unit 51	5100	Category 51	Sub-Category 51	5100	5100	5100	5100	5100	5100
052	Item 52 Description	Unit 52	5200	Category 52	Sub-Category 52	5200	5200	5200	5200	5200	5200
053	Item 53 Description	Unit 53	5300	Category 53	Sub-Category 53	5300	5300	5300	5300	5300	5300
054	Item 54 Description	Unit 54	5400	Category 54	Sub-Category 54	5400	5400	5400	5400	5400	5400
055	Item 55 Description	Unit 55	5500	Category 55	Sub-Category 55	5500	5500	5500	5500	5500	5500
056	Item 56 Description	Unit 56	5600	Category 56	Sub-Category 56	5600	5600	5600	5600	5600	5600
057	Item 57 Description	Unit 57	5700	Category 57	Sub-Category 57	5700	5700	5700	5700	5700	5700
058	Item 58 Description	Unit 58	5800	Category 58	Sub-Category 58	5800	5800	5800	5800	5800	5800
059	Item 59 Description	Unit 59	5900	Category 59	Sub-Category 59	5900	5900	5900	5900	5900	5900
060	Item 60 Description	Unit 60	6000	Category 60	Sub-Category 60	6000	6000	6000	6000	6000	6000
061	Item 61 Description	Unit 61	6100	Category 61	Sub-Category 61	6100	6100	6100	6100	6100	6100
062	Item 62 Description	Unit 62	6200	Category 62	Sub-Category 62	6200	6200	6200	6200	6200	6200
063	Item 63 Description	Unit 63	6300	Category 63	Sub-Category 63	6300	6300	6300	6300	6300	6300
064	Item 64 Description	Unit 64	6400	Category 64	Sub-Category 64	6400	6400	6400	6400	6400	6400
065	Item 65 Description	Unit 65	6500	Category 65	Sub-Category 65	6500	6500	6500	6500	6500	6500
066	Item 66 Description	Unit 66	6600	Category 66	Sub-Category 66	6600	6600	6600	6600	6600	6600
067	Item 67 Description	Unit 67	6700	Category 67	Sub-Category 67	6700	6700	6700	6700	6700	6700
068	Item 68 Description	Unit 68	6800	Category 68	Sub-Category 68	6800	6800	6800	6800	6800	6800
069	Item 69 Description	Unit 69	6900	Category 69	Sub-Category 69	6900	6900	6900	6900	6900	6900
070	Item 70 Description	Unit 70	7000	Category 70	Sub-Category 70	7000	7000	7000	7000	7000	7000
071	Item 71 Description	Unit 71	7100	Category 71	Sub-Category 71	7100	7100	7100	7100	7100	7100
072	Item 72 Description	Unit 72	7200	Category 72	Sub-Category 72	7200	7200	7200	7200	7200	7200
073	Item 73 Description	Unit 73	7300	Category 73	Sub-Category 73	7300	7300	7300	7300	7300	7300
074	Item 74 Description	Unit 74	7400	Category 74	Sub-Category 74	7400	7400	7400	7400	7400	7400
075	Item 75 Description	Unit 75	7500	Category 75	Sub-Category 75	7500	7500	7500	7500	7500	7500
076	Item 76 Description	Unit 76	7600	Category 76	Sub-Category 76	7600	7600	7600	7600	7600	7600
077	Item 77 Description	Unit 77	7700	Category 77	Sub-Category 77	7700	7700	7700	7700	7700	7700
078	Item 78 Description	Unit 78	7800	Category 78	Sub-Category 78	7800	7800	7800	7800	7800	7800
079	Item 79 Description	Unit 79	7900	Category 79	Sub-Category 79	7900	7900	7900	7900	7900	7900
080	Item 80 Description	Unit 80	8000	Category 80	Sub-Category 80	8000	8000	8000	8000	8000	8000
081	Item 81 Description	Unit 81	8100	Category 81	Sub-Category 81	8100	8100	8100	8100	8100	8100
082	Item 82 Description	Unit 82	8200	Category 82	Sub-Category 82	8200	8200	8200	8200	8200	8200
083	Item 83 Description	Unit 83	8300	Category 83	Sub-Category 83	8300	8300	8300	8300	8300	8300
084	Item 84 Description	Unit 84	8400	Category 84	Sub-Category 84	8400	8400	8400	8400	8400	8400
085	Item 85 Description	Unit 85	8500	Category 85	Sub-Category 85	8500	8500	8500	8500	8500	8500
086	Item 86 Description	Unit 86	8600	Category 86	Sub-Category 86	8600	8600	8600	8600	8600	8600
087	Item 87 Description	Unit 87	8700	Category 87	Sub-Category 87	8700	8700	8700	8700	8700	8700
088	Item 88 Description	Unit 88	8800	Category 88	Sub-Category 88	8800	8800	8800	8800	8800	8800
089	Item 89 Description	Unit 89	8900	Category 89	Sub-Category 89	8900	8900	8900	8900	8900	8900
090	Item 90 Description	Unit 90	9000	Category 90	Sub-Category 90	9000	9000	9000	9000	9000	9000
091	Item 91 Description	Unit 91	9100	Category 91	Sub-Category 91	9100	9100	9100	9100	9100	9100
092	Item 92 Description	Unit 92	9200	Category 92	Sub-Category 92	9200	9200	9200	9200	9200	9200
093	Item 93 Description	Unit 93	9300	Category 93	Sub-Category 93	9300	9300	9300	9300	9300	9300
094	Item 94 Description	Unit 94	9400	Category 94	Sub-Category 94	9400	9400	9400	9400	9400	9400
095	Item 95 Description	Unit 95	9500	Category 95	Sub-Category 95	9500	9500	9500	9500	9500	9500
096	Item 96 Description	Unit 96	9600	Category 96	Sub-Category 96	9600	9600	9600	9600	9600	9600
097	Item 97 Description	Unit 97	9700	Category 97	Sub-Category 97	9700	9700	9700	9700	9700	9700
098	Item 98 Description	Unit 98	9800	Category 98	Sub-Category 98	9800	9800	9800	9800	9800	9800
099	Item 99 Description	Unit 99	9900	Category 99	Sub-Category 99	9900	9900	9900	9900	9900	9900
100	Item 100 Description	Unit 100	10000	Category 100	Sub-Category 100	10000	10000	10000	10000	10000	10000

Project Name		Start Date	End Date	Duration	Progress	Cost	Revenue	Profit	Margin	ROI	NPV	IRR	Payback	Break-Even	Sensitivity	Risk	Impact	Score
Project A		2023-01-01	2023-12-31	365	100%	1000000	1200000	200000	20%	15%	1000000	15%	3.0	1.5	1.2	Low	High	85
Project B		2023-02-01	2024-01-31	365	80%	800000	950000	150000	18%	12%	800000	12%	2.5	1.2	1.1	Medium	Medium	75
Project C		2023-03-01	2024-02-28	365	60%	600000	700000	100000	16%	10%	600000	10%	2.0	1.0	1.0	Medium	Medium	65
Project D		2023-04-01	2024-03-31	365	40%	400000	500000	100000	25%	18%	400000	18%	1.5	0.8	0.9	Low	Low	55
Project E		2023-05-01	2024-04-30	365	20%	200000	250000	50000	25%	18%	200000	18%	1.0	0.5	0.6	Low	Low	45
Project F		2023-06-01	2024-05-31	365	10%	100000	120000	20000	20%	15%	100000	15%	0.5	0.2	0.3	Low	Low	35
Project G		2023-07-01	2024-06-30	365	5%	50000	60000	10000	20%	15%	50000	15%	0.2	0.1	0.1	Low	Low	25
Project H		2023-08-01	2024-07-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	15
Project I		2023-09-01	2024-08-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	10
Project J		2023-10-01	2024-09-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project K		2023-11-01	2024-10-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project L		2023-12-01	2024-11-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project M		2024-01-01	2025-01-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project N		2024-02-01	2025-02-28	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project O		2024-03-01	2025-03-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project P		2024-04-01	2025-04-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project Q		2024-05-01	2025-05-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project R		2024-06-01	2025-06-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project S		2024-07-01	2025-07-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project T		2024-08-01	2025-08-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project U		2024-09-01	2025-09-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project V		2024-10-01	2025-10-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project W		2024-11-01	2025-11-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project X		2024-12-01	2025-12-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project Y		2025-01-01	2026-01-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project Z		2025-02-01	2026-02-28	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AA		2025-03-01	2026-03-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AB		2025-04-01	2026-04-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AC		2025-05-01	2026-05-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AD		2025-06-01	2026-06-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AE		2025-07-01	2026-07-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AF		2025-08-01	2026-08-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AG		2025-09-01	2026-09-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AH		2025-10-01	2026-10-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AI		2025-11-01	2026-11-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AJ		2025-12-01	2026-12-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AK		2026-01-01	2027-01-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AL		2026-02-01	2027-02-28	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AM		2026-03-01	2027-03-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AN		2026-04-01	2027-04-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AO		2026-05-01	2027-05-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AP		2026-06-01	2027-06-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AQ		2026-07-01	2027-07-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AR		2026-08-01	2027-08-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AS		2026-09-01	2027-09-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AT		2026-10-01	2027-10-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AU		2026-11-01	2027-11-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AV		2026-12-01	2027-12-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AW		2027-01-01	2028-01-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AX		2027-02-01	2028-02-28	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AY		2027-03-01	2028-03-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project AZ		2027-04-01	2028-04-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BA		2027-05-01	2028-05-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BB		2027-06-01	2028-06-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BC		2027-07-01	2028-07-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BD		2027-08-01	2028-08-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BE		2027-09-01	2028-09-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BF		2027-10-01	2028-10-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BG		2027-11-01	2028-11-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BH		2027-12-01	2028-12-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BI		2028-01-01	2029-01-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BJ		2028-02-01	2029-02-28	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BK		2028-03-01	2029-03-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BL		2028-04-01	2029-04-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BM		2028-05-01	2029-05-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BN		2028-06-01	2029-06-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BO		2028-07-01	2029-07-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BP		2028-08-01	2029-08-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BQ		2028-09-01	2029-09-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BR		2028-10-01	2029-10-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BS		2028-11-01	2029-11-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BT		2028-12-01	2029-12-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BU		2029-01-01	2030-01-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BV		2029-02-01	2030-02-28	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BW		2029-03-01	2030-03-31	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0	0.0	Low	Low	5
Project BX		2029-04-01	2030-04-30	365	0%	0	0	0	0%	0%	0	0%	0.0	0.0				

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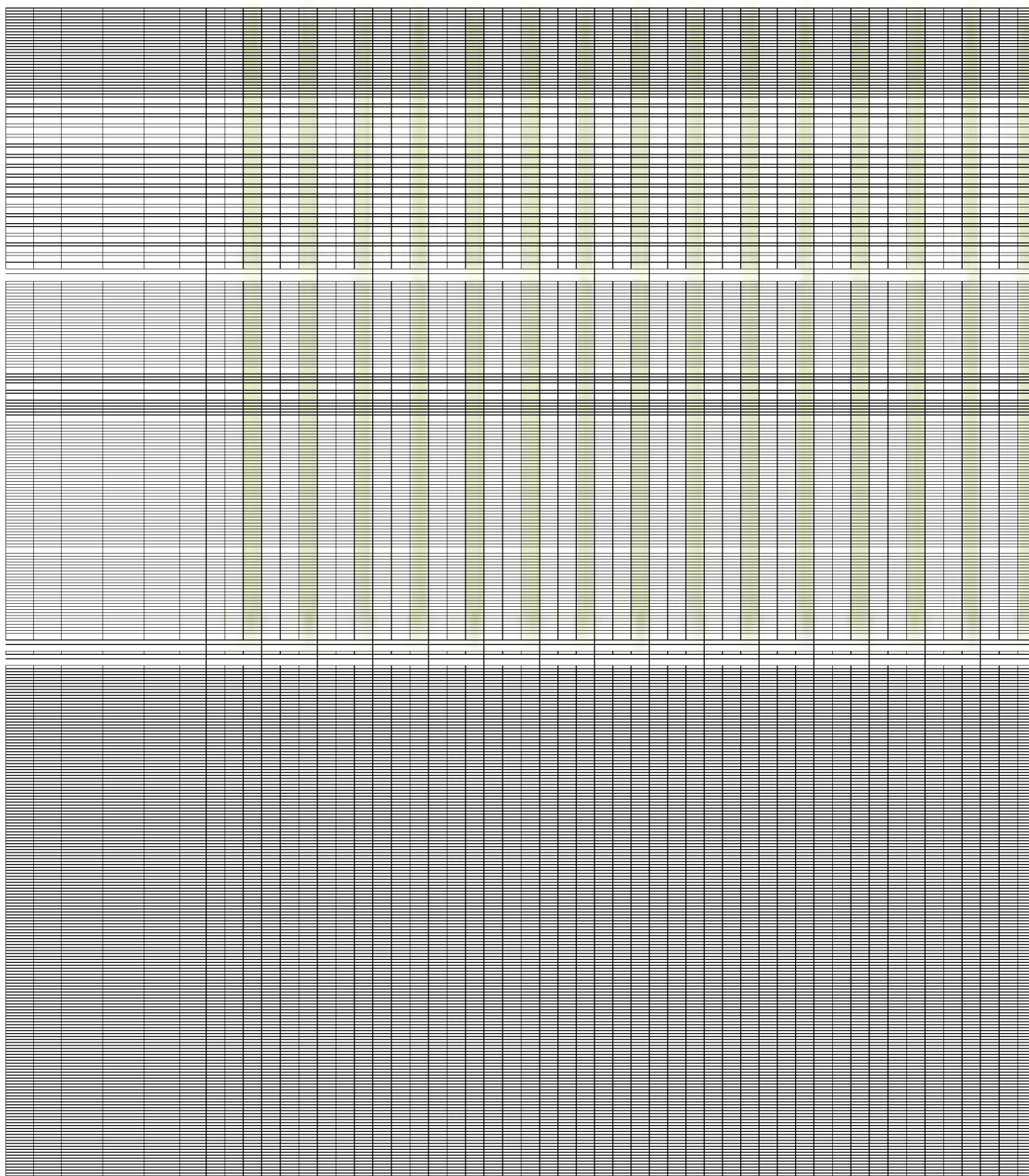
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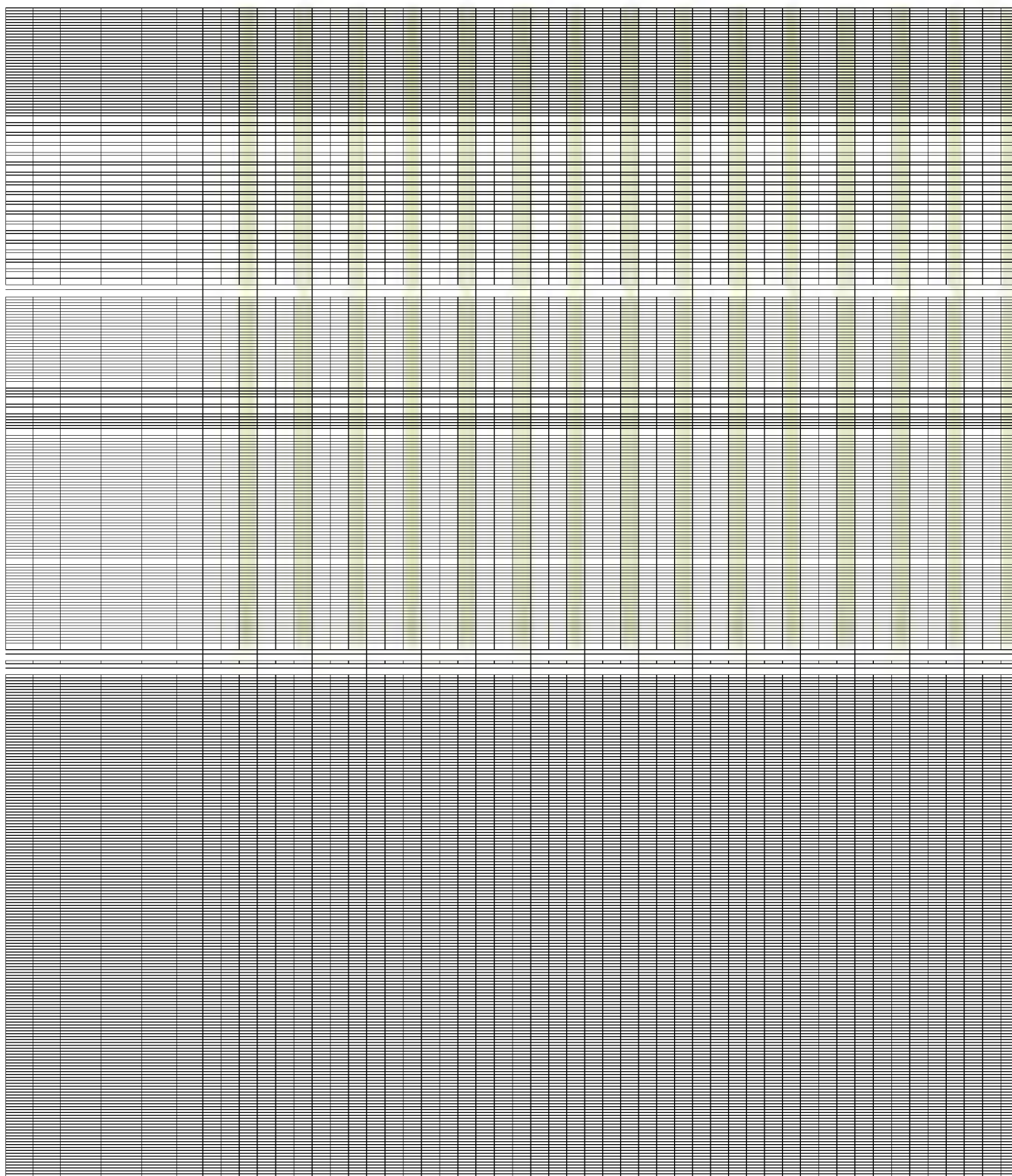
1. Counties and Broadband Providers shall bid by Product and County in which the services are available. If a Product described below is not available throughout a County "N/A" should be entered in the cost cells for that County and Product.
2. TBN (To Be Negotiated) is an acceptable response within pricing fields of this Category if From-Filed pricing is not available.

[illegible]

1. Key Performance Indicators (KPIs)										2. Financial Performance										3. Operational Efficiency										4. Customer Satisfaction										5. Employee Engagement										6. Innovation & Growth										7. Risk Management										8. Sustainability										9. Compliance										10. Overall Summary																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
KPI 1: Sales Growth										KPI 2: Profit Margin										KPI 3: Production Cost										KPI 4: Defect Rate										KPI 5: Net Promoter Score										KPI 6: Employee Retention										KPI 7: New Product Launches										KPI 8: Safety Incidents										KPI 9: Carbon Footprint										KPI 10: Regulatory Adherence										Overall 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[illegible]



NOTE:

1. Services and Broadband Providers shall bid by Product and Country to which the services are currently available. If a Product described here is not available throughout a Country "Yes" should be entered in the bid cells for that Country and Product.

2. If a Carrier or Broadband Provider can only provide the listed services within a Country after commissioning the construction of new infrastructure within that Country that would enable the delivery of the services the Carrier or Broadband Provider shall submit their proposal per the Instructions of Attachment 1 (Offer Questions and Answer 2.6).

[illegible]

ARIZONA DEPARTMENT OF ADMINISTRATION (ADOA)		DATE: 12/21/23
CONTRACT NUMBER: CTR049885		
EXISTING CONTRACT TERM: JULY 1, 2023 - JUNE 30, 2025		
VENDOR NAME: CITIZENS UTILITIES RURALTELEPHONE COMPANY d/b/a FRONTIER COMMUNICATIONS, INC.		
SUBJECT: FRONTIER PRODUCT AND PRICING UPDATE - Available commencing January 1, 2024		
<p>Considering Frontier's long standing partnership with, and the AZ Department of Administration's (ADOA) most recent request for services to allow and enhance flexibility to accommodate open-standards-based products and new technologies. Frontier's intention is to strengthen our partnership and better serve the State of Arizona as a whole. With that in mind the products offered and made available within this update provide a more robust solution portfolio to align with the states existing and future goals. All products are only available within Frontier's geographic coverage area unless specifically outlined in the products description. If any State agencies, departments or its of their members have questions about any of Frontier's solutions and need additional assistance, please contact your dedicated Frontier Enterprise Sales and Support team directly.</p> <p>Contact: Mohirah Hall Phone: (619) 820-4081 Email: mohirah.hall@FTR.com</p>		
Solution Portfolio		Category
1	Dedicated Internet Access (DIA)	Category 4 - Internet Access Services
2	Point To Point EVPL, ELAN, EPL	Category 1 - Circuits And Networks
3	Managed Network Services + DIA	Category 4 - Internet Access Services
4	Business Fiber Internet / Broadband	Category 4 - Internet Access Services
5	SIP Trunking	Category 2 - Voice & SIP Services
6	Frontier Direct Calling via MSTeams	Category 2 - Voice & SIP Services
7	Frontier Business Voice	Category 2 - Voice & SIP Services
8	Unified Communications by Frontier (UCF)	Category 2 - Voice & SIP Services
9	Unified Communications RC	Category 2 - Voice & SIP Services
10	Contact Center (CCAAS)	Category 2 - Voice & SIP Services
11	One Voice Nationwide	Category 2 - Voice & SIP Services
*** See all tabs individually to review products and updates. ***		

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885
VENDOR NAME: FRONTIER COMMUNICATIONS
SERVICE NAME: UNIFIED COMMUNICATIONS (RING CENTRAL)
<p>*** Frontier Unified Communications (Ring Central) is only available within Frontier's geographic coverage area. ***</p> <p>*** Frontier validation of specific location availability is required prior to order placement. ***</p> <p>*** This solution requires a reliable internet connection to support voice. Voice quality is only as good as the internet connection supporting the product. ***</p> <p>*** Long Distance / Local Calling is Unlimited in the United States & Canada. International Plan feature is required for all other Frontier participating countries. See global country listing***</p>

Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
1	Essential Seat (MRC)	N/A	\$19.99
2	Standard Seat (MRC)	N/A	\$24.99
3	Premium Seat (MRC)	N/A	\$34.99
4	Mobile 911 (per Seat, not including Video Pro+)	\$2.00	\$2.00
5	Implementation Per Account	\$50.00	N/A
6	Limited Extension (requires phone device & 911 fee)	N/A	\$15.00
7	Toll-free number	N/A	\$4.99
8	Toll-free number [\$0.039/minute]	N/A	\$30.00
9	Additional Domestic DiDs	N/A	\$4.99
10	RCV Large Meetings 200	N/A	\$20.00
11	RingCentral Rooms	N/A	\$25.00
12	Live Reports	N/A	\$25.00
13	Polycom VVX 250 4-line IP Desk Phone (Purchase)	\$159.00	N/A
14	Polycom VVX 250 4-line IP Desk Phone - (Rental)	N/A	\$7.00
15	Polycom VVX 450 12-line IP Desk Phone (Purchase)	\$239.00	N/A
16	Polycom VVX 450 12-line IP Desk Phone - (Rental)	N/A	\$11.00
17	Polycom VVX 450 + EM50 Expansion Module (Purchase)	\$520.00	N/A
18	Polycom VVX 450 + EM50 Expansion Module - (Rental)	N/A	\$23.00
19	Poly Edge E100 (Purchase)	\$145.00	N/A
20	Poly Edge E100 (Rental)	N/A	\$6.50
21	Poly Edge E220 (Purchase)	\$160.00	N/A
22	Poly Edge E220 (Rental)	N/A	\$7.50
23	Poly Edge E320 (Purchase)	\$230.00	N/A
24	Poly Edge E320 (Rental)	N/A	\$10.00
25	Poly Edge E350 (Purchase)	\$245.00	N/A
26	Poly Edge E350 (Rental)	N/A	\$11.00
27	Poly Edge E450 (Purchase)	\$320.00	N/A
28	Poly Edge E450 (Rental)	N/A	\$14.50
29	Poly Edge E550 (Purchase)	\$350.00	N/A
30	Poly Edge E550 (Rental)	N/A	\$16.00
31	Yealink T33G 4-line IP Desk Phone (Purchase)	\$99.00	N/A
32	Yealink T33G 4-line IP Desk Phone (Rental)	N/A	\$4.50
33	Yealink T53W 8-line IP Desk Phone (Purchase)	\$185.00	N/A
34	Yealink T53W 8-line IP Desk Phone (Rental)	N/A	\$8.00
35	Yealink T54W 8-line IP Desk Phone Color (Purchase)	\$195.00	N/A
36	Yealink T54W 8-line IP Desk Phone Color (Rental)	N/A	\$9.00
37	Yealink T54W 8-line IP Desk Phone w/EXP50 Exp Module (Purchase)	\$335.00	N/A
38	Yealink T54W 8-line IP Desk Phone w/EXP50 Exp Module- (Rental)	N/A	\$15.00
39	Yealink T57W 8-line IP Desk Phone Color (Purchase)	\$249.00	N/A
40	Yealink T57W 8-line IP Desk Phone Color - (Rental)	N/A	\$11.00
41	Yealink T57W 8-line IP Desk Phone Color w/EXP50 Exp Module (Purchase)	\$399.00	N/A
42	Yealink T57W 8-line IP Desk Phone Color w/EXP50 Exp Module (Rental)	N/A	\$18.00
43	Yealink 46U 16-line IP Desk Phone (Purchase)	\$175.00	N/A
44	Yealink 46U 16-line IP Desk Phone (Rental)	N/A	\$8.00
45	Yealink 46U 16-line IP Desk Phone w/1 Expansion Module (Purchase)	\$290.00	N/A
46	Yealink 46U 16-line IP Desk Phone w/1 Expansion Module- (Rental)	N/A	\$13.00
47	Yealink 48U 16-line IP Desk Phone (Purchase)	\$220.00	N/A
48	Yealink 48U 16-line IP Desk Phone (Rental)	N/A	\$10.00
49	Yealink 48U 16-line IP Desk Phone w/1 Expansion Module (Purchase)	\$340.00	N/A
50	Yealink 48U 16-line IP Desk Phone w/1 Expansion Module (Rental)	N/A	\$15.00
51	Yealink Base W76P Base with 1 W56H Wireless IP Phone (Purchase)	\$165.00	N/A
52	Yealink Base W76P Base with 1 W56H Wireless IP Phone (Rental)	N/A	\$8.00
53	Yealink Base W76P Base with 2 W56H Wireless IP Phone (Purchase)	\$260.00	N/A
54	Yealink Base W76P Base with 2 W56H Wireless IP Phone (Rental)	N/A	\$15.00
55	Yealink Base W76P Base with 3 W56H Wireless IP Phone (Purchase)	\$350.00	N/A
56	Yealink Base W76P Base with 3 W56H Wireless IP Phone (Rental)	N/A	\$20.00
57	Yealink Base W76P Base with 4 W56H Wireless IP Phone (Purchase)	\$445.00	N/A
58	Yealink Base W76P Base with 4 W56H Wireless IP Phone (Rental)	N/A	\$23.00
59	Cisco CP7841 4-Line IP Desk Phone (Purchase)	\$180.00	N/A
60	Cisco CP7841 4-Line IP Desk Phone (Rental)	N/A	\$8.00
61	Cisco CP8851 10-Line IP Phone Color (Purchase)	\$285.00	N/A
62	Cisco CP8851 10-Line IP Phone Color (Rental)	N/A	\$13.00
63	Poly Trio 8300 Conference Phone (Purchase)	\$499.99	N/A
64	Poly Trio 8300 Conference Phone (Rental)	N/A	\$26.00
65	Poly Trio 8800 Conference Phone (Purchase)	\$815.00	N/A
66	Poly Trio 8800 Conference Phone (Rental)	N/A	\$37.00
67	Cisco 191 ATA Analog Telephone Adaptor (Purchase)	\$130.00	N/A
68	Cisco 191 ATA Analog Telephone Adaptor (Rental)	N/A	\$6.00
69	Per Device Shipping Rate	\$9.00	N/A
70	Overnight Shipping Rate	\$25.00	N/A
71	Two-day Shipping Rate	\$16.00	N/A
72	Single Unit Return Fee	\$25.00	N/A
73	ETF Equipment Fee	\$100.00	N/A
74	International Plan	\$0.00	\$4.95

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885
VENDOR NAME: FRONTIER COMMUNICATIONS
SERVICE NAME: UNIFIED COMMUNICATIONS BY FRONTIER (UCF) UCAAS
<p align="center">** Unified Communications by Frontier (UCF) is only available within Frontier's geographic coverage area. **</p> <p align="center">** Frontier validation of specific location availability is required prior to order placement. **</p> <p align="center">** UCF requires a reliable internet connection to support voice. Voice quality is only as good as the internet connection supporting UCF. **</p> <p align="center">** Long Distance / Local Calling is Unlimited in the United States & Canada. International Plan feature is required for all other Frontier participating countries. See global country listing**</p>

Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
1	UCF Executive License	N/A	\$19.99
2	UCF Basic License	N/A	\$12.50
3	UCF Analog License	N/A	\$12.50
4	UCF Installation	\$27.50	N/A
5	UCF Yealink T31G	N/A	\$2.50
6	UCF Yealink T31G	\$89.00	N/A
7	UCF Yealink T33G	N/A	\$3.00
8	UCF Yealink T33G	\$109.00	N/A
9	UCF Yealink T3 Pwr	N/A	\$0.25
10	UCF Yealink T3 Pwr	\$10.00	N/A
11	UCF Yealink T53	N/A	\$4.75
12	UCF Yealink T53	\$169.00	N/A
13	UCF Yealink T53W	N/A	\$5.50
14	UCF Yealink T53W	\$199.00	N/A
15	UCF Yealink T53 & T53W Power Adaptor	N/A	\$0.25
16	UCF Yealink T53 & T53W Power Adaptor	\$10.00	N/A
17	UCF Yealink T53&54 Wal MT	N/A	\$0.25
18	UCF Yealink T53&54 Wal MT	\$8.00	N/A
19	UCF Yealink T54W	N/A	\$7.50
20	UCF Yealink T54W	\$259.00	N/A
21	UCF Yealink T57W	N/A	\$9.00
22	UCF Yealink T57W	\$319.00	N/A
23	UCF Yealink T54W&57W Pwr	N/A	\$0.50
24	UCF Yealink T54W&57W Pwr	\$15.00	N/A
25	Yealink CP960 Conference	N/A	\$22.50
26	Yealink CP960 Conference	\$809.00	N/A
27	Yealink CP960 Wireless Mic Conference	N/A	\$27.50
28	Yealink CP960 Wireless Mic Conference	\$989.00	N/A
29	Yealink PoE Injector for CP960 Conference phone	N/A	\$1.75
30	Yealink PoE Injector for CP960 Conference phone	\$59.00	N/A
31	Yealink CP930WP Base Conference DECT	N/A	\$17.50
32	Yealink CP930WP Base Conference DECT	\$629.00	N/A
33	UCF Yealink CP935W Standalone (rental)	N/A	\$22.25
34	UCF Yealink CP935W Standalone (purchase)	\$799.00	N/A
35	UCF Yealink CP935W with base (rental)	N/A	\$25.00
36	UCF Yealink CP935W with base (purchase)	\$899.00	N/A
37	UCF Yealink CP965 Stand Alone CP (rental)	N/A	\$25.00
38	UCF Yealink CP965 Stand Alone CP (purchase)	\$899.00	N/A
39	UCF Yealink BH72-UC-GRY-A (rental)	N/A	\$8.10
40	UCF Yealink BH72-UC-GRY-A (purchase)	\$289.00	N/A
41	UCF Yealink BH72-UC-BLK-A (rental)	N/A	\$8.10
42	UCF Yealink BH72-UC-BLK-A (purchase)	\$289.00	N/A
43	UCF Yealink BH76P Wireless Blue Tooth Headset Grey (Rental)	N/A	\$10.00
44	UCF Yealink BH76P Wireless Blue Tooth Headset Grey (purchase)	\$359.00	N/A
45	UCF Yealink BH76P Wireless Blue Tooth Headset Black (Rental)	N/A	\$10.00
46	UCF Yealink BH76P Wireless Blue Tooth Headset Black (purchase)	\$359.00	N/A
47	UCF Yealink W76P (Bundled with 56H) Cordless	N/A	\$5.25
48	UCF Yealink W76P (Bundled with 56H) Cordless	\$189.00	N/A
49	UCF Yealink EXP50 Rent	N/A	\$2.75
50	UCF Yealink EXP50 Purchase	\$95.00	N/A
51	UCF Yealink W60P DECT Base (rent)	N/A	\$4.75
52	UCF Yealink W60P DECT Base (purchase)	\$170.00	N/A
53	UCF Yealink W56H DECT HS (rent)	N/A	\$2.75
54	UCF Yealink W56H DECT HS (purchase)	\$99.00	N/A
55	UCF Yealink W59R DECT (rent)	N/A	\$6.00
56	UCF Yealink W59R DECT (purchase)	\$219.00	N/A
57	UCF Yealink W70B-Base	N/A	\$2.50
58	UCF Yealink W70B-Base	\$90.00	N/A
59	Yealink UH36 Mono Headset (rent)	N/A	\$2.00
60	Yealink UH36 Mono Headset (purchase)	\$74.00	N/A
61	Yealink UH36 Dual Headset (Rent)	N/A	\$2.50
62	Yealink UH36 Dual Headset (Purchase)	\$89.00	N/A
63	Yealink WH62 Mono Cordless Headset (rent)	N/A	\$4.75
64	Yealink WH62 Mono Cordless Headset (purchase)	\$169.00	N/A
65	Yealink WH62 Dual Cordless Headset (rent)	N/A	\$5.50
66	Yealink WH62 Dual Cordless Headset (purchase)	\$199.00	N/A
67	Yealink Expansion Mod for T5 models only (rent)	N/A	\$2.75
68	Yealink Expansion Mod for T5 models only (purchase)	\$95.00	N/A
69	Yealink Bluetooth Dongle (rent)	N/A	\$1.00
70	Yealink Bluetooth Dongle (purchase)	\$29.00	N/A
71	Yealink BLT60 DECT Busy Light indicator (rent)	N/A	\$0.50
72	Yealink BLT60 DECT Busy Light indicator (purchase)	\$20.00	N/A
73	UCF Single Port ATA	\$62.50	N/A
74	UCF ATA and Paging Adapter	\$315.00	N/A
75	UCF CAT 5 Cable	\$128.57	N/A
76	UCaaS add on- Additional DID Numbers	N/A	\$2.00
77	UCaaS add on- Directory Listings	N/A	\$5.00
78	UCaaS add on- Extended Market Number	N/A	\$5.00
79	UCaaS add on- Toll Free Number	N/A	\$2.50
80	TF Domestic US Block Of Time-1,000 Mins	\$0.00	\$29.00
81	TF Domestic US Block Of Time-2,500 Mins	\$0.00	\$70.00
82	TF Domestic US Block Of Time-5,000 Mins	\$0.00	\$135.00
83	TF Domestic US Block Of Time-7,500 Mins	\$0.00	\$195.00
84	TF Domestic US Block Of Time-10,000 Mins	\$0.00	\$250.00
85	UCaaS add on- Toll Free Domestic US "Pay As You Go" Per Minute	\$0.00	\$0.039
86	UCaaS add on- Additional Premium Auto Attendant	\$0.00	\$25.00
87	International Plan	\$0.00	\$4.95

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885
VENDOR NAME: FRONTIER COMMUNICATIONS
SERVICE NAME: FRONTIER BUSINESS VOICE (FBV)
<p>** Frontier Business Voice (FBV) is only available within Frontier's Business Fiber Internet (BFI) geographic coverage area. **</p> <p>** Frontier validation of specific location availability is required prior to order placement. **</p> <p>** Business Fiber Internet must be available within the desired location and mandatory to offer this solution. **</p> <p>** Customer must provide electricity and enough space to support the facilities needed to install this product. **</p>

Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
1	Froniter Business Voice (max 8 lines) per line	N/A	\$39.99
2	Froniter Business Voice Battery Back Up (1-2 lines)	\$39.99	N/A
3	Frontier Business Voice 8 Ports 8 Hours (NRC) (3+ lines)	\$200.00	\$0.00
4	Frontier Business Voice 8 Ports 8 Hours (MRC) (3+ lines)	N/A	\$20.00
5	Frontier Business Voice 8 Ports 24 Hours (NRC) (3+ lines)	\$400.00	N/A
6	Frontier Business Voice 8 Ports 24 Hours (MRC) (3+ lines)	N/A	\$35.00
7	Froniter Business Voice Activation Fee	\$95.00	N/A

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885
VENDOR NAME: FRONTIER COMMUNICATIONS
SERVICE NAME: FRONTIER DIRECT CALLING VIA MICROSOFT TEAMS
** Frontier Direct Calling requires the customer to have appropriate Microsoft Teams license to qualify for service. **
** Frontier validation of specific location availability is required prior to order placement. **
** Long Distance / Local Calling is Unlimited within the United States. International Plan feature is required for all other Frontier participating countries. See global country listing **

Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
1	Seat 10-49	\$0.00	\$11.50
2	Seat 50-250	\$0.00	\$11.00
3	Seat 250+	\$0.00	\$10.25
4	Dynamic 911 (per seat)	\$0.00	\$1.00
5	Frontier Direct Calling- Activation Fee	\$250.00	N/A
6	Additional DIDs (Ported, but not set up)	\$0.00	\$0.25
7	International Calling Plan (1 per account)	\$0.00	\$4.95
8	Toll Free Number (1-4 TF Number) Max MRR \$19.96	\$0.00	\$4.99
9	Toll Free LD BOT500	\$0.00	\$25.00
10	Toll Free LD BOT1000	\$0.00	\$45.00
11	Toll Free LD BOT2500	\$0.00	\$100.00
12	Toll Free LD BOT5000	\$0.00	\$200.00
13	Toll Free LD BOT10000	\$0.00	\$400.00
14	Toll Free LD BOT20000	\$0.00	\$750.00
15	Toll Free "Pay As You Go" Per Minute	\$0.00	\$0.039
16	International Plan	\$0.00	\$4.95

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885
VENDOR NAME: FRONTIER COMMUNICATIONS
SERVICE NAME: SIP TRUNKING - ANALOG / PRI / SIP HANDOFFS
<p>*** SIP Trunking is only available within Frontier's geographic fiber coverage area. ***</p> <p>*** Frontier validation of specific location availability is required prior to order placement. ***</p> <p>*** Frontier SIP Trunking can provide different handoffs aligning with the customers desired state, Analog, PRI or SIP Handoffs. ***</p> <p>*** Base distance is categorized by LIT TIER 0, TIER 1 & 2. A LIT TIER 0 location has existing Frontier fiber service. Tier 1 <2000 from splice point, Tier 2 >2000 (max 4000).</p> <p>*** SIP bundle pricing is only offered to Lit or Tier 1 qualified locations within the appropriate Base distance. Bundle pricing includes Concurrent Call Paths (CCS), Long Distance Block of Time, Direct Inward Dialing & Network Access. ***</p> <p>*** All Tier 2 or greater qualified locations must utilize a la carte pricing. See below. ***</p> <p>*** Long Distance minutes are purchased in Blocks of Time, and charges may apply when exceeding allocated minutes. Additional minutes can be purchased separately and stacked. Like borders may not be stacked. ***</p> <p>*** International Plan feature is required for all other Frontier participating countries. See global country listing. ***</p>

SIP Trunking - Bundle Pricing (LIT Tier 0 & Tier 1) - Includes Concurrent Call Paths (CCS), Long Distance Block of Time, Direct Inward Dialing & Network Access.**					
Line Item	# of SIP Concurrent Call Sessions (CCS)	Network Access	Long Distance Included Block of Time	Direct Inward Dialing (DID)	Monthly Recurring Cost (MRC) Per CCS
1	8-23	5M	1000	50	19.99
2	24-46	5M	5000	100	14.99
3	47-70	10M	10000	200	14.99
4	71-100	10M	20000	400	12.99
5	101-200	20M	40000	500	12.99
6	201-500	50M	40000	500	12.99
7	501-1000	100M	40000	500	10.99
8	1001-2000	200M	40000	500	10.99
9	2001-5000	500M	40000	500	10.99
10	5001+	Special Pricing Required			

SIP Trunking - (Non Bundle) A la Carte Pricing - LIT Tier 0, Tier 1 or Tier 2					
Line Item	Description of Service/Equipment	Non Recurring Cost (NRC)	Monthly Recurring Cost (MRC) LIT Tier 0	Monthly Recurring Cost (MRC) Tier 1	Monthly Recurring Cost (MRC) Tier 2
11	SIP Trunking (Concurrent Call Session minimum 8)	N/A	\$12.99	\$12.99	\$12.99
12	SIP Network Access 5MB - EVPL (Platinum) 1 to <50 CCS	N/A	\$220.00	\$250.00	\$360.00
13	SIP Network Access 10MB - EVPL (Platinum) 51 to <99 CCS	N/A	\$230.00	\$260.00	\$370.00
14	SIP Network Access 20MB - EVPL (Platinum) 100 to <200 CCS	N/A	\$240.00	\$270.00	\$380.00
15	SIP Network Access 50MB - EVPL (Platinum) 201 to <500 CCS	N/A	\$250.00	\$280.00	\$390.00
16	SIP Network Access 100MB - EVPL (Platinum) 501 to <1000 CCS	N/A	\$300.00	\$330.00	\$440.00
17	SIP Cisco Router 4321 Up To 100 CCS	N/A	\$99.00	\$99.00	\$99.00
18	SIP Cisco Router 4331 Up To 400 CCS	N/A	\$149.00	\$149.00	\$149.00
19	SIP Cisco Router 4431 Up To 3000 CCS	N/A	\$149.00	\$149.00	\$149.00
20	SIP Adtran Router 908E for PRI Handoff	\$100.00	\$60.00	\$60.00	\$60.00
21	SIP Adtran Router 916E for Analog handoff (up to 16 call paths)	\$100.00	\$71.00	\$71.00	\$71.00
22	SIP Adtran Router 924E for Analog handoff (up to 24 call paths)	\$100.00	\$77.00	\$77.00	\$77.00
23	Additional Direct Inward Dialing (DID)	N/A	\$0.25	\$0.25	\$0.25
24	PRI Installation Kit	\$0.00	\$0.00	\$0.00	\$0.00
25	Analog Business Line Installation Kit	\$0.00	\$0.00	\$0.00	\$0.00
26	Rack Mount Brackets 19"	\$0.00	\$0.00	\$0.00	\$0.00
27	Rack Mount Brackets 23"	\$0.00	\$0.00	\$0.00	\$0.00
28	Integrated Access Device ("IAD")	\$0.00	\$0.00	\$0.00	\$0.00
29	Managed Router SIP Select	\$0.00	\$0.00	\$0.00	\$0.00
30	Long Distance Block of Time 500	\$0.00	\$15.00	\$15.00	\$15.00
31	Long Distance Block of Time 1000	\$0.00	\$30.00	\$30.00	\$30.00
32	Long Distance Block of Time 2500	\$0.00	\$80.00	\$80.00	\$80.00
33	Long Distance Block of Time 5000	\$0.00	\$135.00	\$135.00	\$135.00
34	Long Distance Block of Time 10000	\$0.00	\$250.00	\$250.00	\$250.00
35	Long Distance Block of Time 20000	\$0.00	\$500.00	\$500.00	\$500.00
36	Long Distance Block of Time 40000	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00
37	Long Distance "Pay As You Go" Per Minute	\$0.00	\$0.04	\$0.04	\$0.04
38	Toll Free Block of Time 500	\$0.00	\$25.00	\$25.00	\$25.00
39	Toll Free Block of Time 1000	\$0.00	\$45.00	\$45.00	\$45.00
40	Toll Free Block of Time 2500	\$0.00	\$100.00	\$100.00	\$100.00
41	Toll Free Block of Time 5000	\$0.00	\$200.00	\$200.00	\$200.00
42	Toll Free Block of Time 10000	\$0.00	\$400.00	\$400.00	\$400.00
43	Toll Free Block of Time 20000	\$0.00	\$750.00	\$750.00	\$750.00
44	Toll Free Number (1-4 Toll Free Numbers)	\$0.00	\$4.99	\$4.99	\$4.99
45	Toll Free "Pay As You Go" Per Minute	\$0.00	\$0.039	\$0.039	\$0.039
46	International Plan	\$0.00	\$4.95	\$4.95	\$4.95

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885

VENDOR NAME: FRONTIER COMMUNICATIONS

SERVICE NAME: FRONTIER BUSINESS FIBER INTERNET / BROADBAND

** Business Fiber Internet is only available within Frontier's geographic fiber coverage area.**

** Frontier validation of specific location availability is required prior to order placement. **

** Speeds are symmetrical (upload and download speeds are the same).**

*** Monthly Recurring Cost is contingent on the distance from the nearest fiber splice point, and if a construction build is required.**

** Solution is not meant for mission critical applications and service is "best case effort" **

** 2Gbps option may not be available in all Frontier geographic areas. **

Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
1	Business Fiber Internet 500Mbps	N/A	\$64.99
2	Business Fiber Internet 1Gbps	N/A	\$89.99
3	Business Fiber Internet 2Gbps	N/A	\$129.99
4	(1) Usable Static IP (Business Fiber Internet)	N/A	\$19.99
5	(5) Usable Static IP (Business Fiber Internet)	N/A	\$25.00
6	(13) Usable Static IP (Business Fiber Internet)	N/A	\$55.00
7	(29) Usable Static IP (Business Fiber Internet)	N/A	\$80.00
8	(61) Usable Static IP (Business Fiber Internet)	N/A	\$120.00

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885**VENDOR NAME: FRONTIER COMMUNICATIONS****SERVICE NAME: MANAGED DEDICATED INTERNET ACCESS (MNS+DIA) AND MNS ADD ON SERVICES**

** Managed Network Services is only available within Frontier's geographic fiber coverage area. **

** Frontier validation of specific location availability is required prior to order placement. **

** Speeds are symmetrical (upload and download speeds are the same). **

** Fiber distance is categorized by TIER 1 & TIER 2. Tier 1 <2000' from the closest fiber splice point, Tier 2 >2000' (max 4000')

** If fiber is not available nearby an additional upfront one time construction build cost will be required. **

** All Managed Network Services add-ons must have MNS DIA prior to or during an existing order placement. **

** Only up to (4) Four Managed WIFI Access Points (Indoor/Outdoor) can be combined per circuit. **

** A \$500.00 NRC may be charged if an additional truck roll installation is required. **

Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC) TIER 1	Monthly Recurring Cost (MRC) Tier 2
1	Managed Dedicated Internet Access (MNS DIA) - 5Mbps	N/A	\$460.00	\$490.00
2	Managed Dedicated Internet Access (MNS DIA) - 10Mbps	N/A	\$460.00	\$490.00
3	Managed Dedicated Internet Access (MNS DIA) - 20Mbps	N/A	\$460.00	\$490.00
4	Managed Dedicated Internet Access (MNS DIA) - 30Mbps	N/A	\$470.00	\$560.00
5	Managed Dedicated Internet Access (MNS DIA) - 40Mbps	N/A	\$500.00	\$600.00
6	Managed Dedicated Internet Access (MNS DIA) - 50Mbps	N/A	\$510.00	\$640.00
7	Managed Dedicated Internet Access (MNS DIA) - 100Mbps	N/A	\$570.00	\$980.00
6	Managed Dedicated Internet Access (MNS DIA) - 200Mbps	N/A	\$700.00	\$1,200.00
7	Managed Dedicated Internet Access (MNS DIA) - 500Mbps	N/A	\$1,080.00	\$1,760.00
8	Managed Dedicated Internet Access (MNS DIA) - 1Gbps	N/A	\$1,280.00	\$2,180.00

Managed Network Services - Add-Ons (must have MNS DIA to add the following products.

Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
9	Managed Cellular Failover	N/A	\$45.00
10	Managed WiFi_Access Points - Indoor (only up to 4 Access Points)	N/A	\$40.00
11	Managed WiFi_Access Points - Outdoor (only up to 4 Access Points)	N/A	\$40.00
12	Managed Security-Standard - 5Mbps	N/A	\$40.00
13	Managed Security-Standard - 10Mbps	N/A	\$40.00
14	Managed Security-Standard - 20Mbps	N/A	\$40.00
15	Managed Security-Standard - 30Mbps	N/A	\$40.00
16	Managed Security-Standard - 40Mbps	N/A	\$40.00
17	Managed Security-Standard - 50Mbps	N/A	\$40.00
18	Managed Security-Standard - 100Mbps	N/A	\$80.00
19	Managed Security-Standard - 200Mbps	N/A	\$80.00
20	Managed Security-Standard - 500Mbps	N/A	\$180.00
21	Managed Security-Standard - 1Gbps	N/A	\$180.00
22	Managed Security-Advanced - 5Mbps	N/A	\$60.00
23	Managed Security-Advanced - 10Mbps	N/A	\$60.00
24	Managed Security-Advanced - 20Mbps	N/A	\$60.00
25	Managed Security-Advanced - 30Mbps	N/A	\$60.00
26	Managed Security-Advanced - 40Mbps	N/A	\$60.00
27	Managed Security-Advanced - 50Mbps	N/A	\$60.00
28	Managed Security-Advanced - 100Mbps	N/A	\$140.00
29	Managed Security-Advanced - 200Mbps	N/A	\$140.00
30	Managed Security-Advanced - 500Mbps	N/A	\$540.00
31	Managed Security-Advanced - 1Gbps	N/A	\$540.00
32	Managed Network Services - Additional Truck Roll Installation	\$500.00	\$0.00

CONTRACT NUMBER: ARIZONA STATE CONTRACT - CTR049885					
VENDOR NAME: FRONTIER COMMUNICATIONS					
SERVICE NAME: DEDICATED INTERNET ACCESS (DIA) - (FIBER)					
<p align="center">** Dedicated Inter Access (DIA) is only available within Frontier's geographic fiber coverage area. **</p> <p align="center">** Frontier validation of specific location availability is required prior to order placement. **</p> <p align="center">** Speeds are symmetrical (upload and download speeds are the same). **</p> <p align="center">** Fiber distance is categorized by LIT TIER 0, TIER 1 & TIER 2. A LIT TIER 0 location has existing Frontier fiber onsite. Tier 1 <2000' from splice point, Tier 2 >2000' (max 4000')</p> <p align="center">** If fiber is not available a construction build may be required. LIT Tier 0 pricing will be chosen in circumstances that an additional upfront one time construction build cost is required. Otherwise utilize Off-Net pricing option if available. **</p>					

Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)	Monthly Recurring Cost (MRC)	Monthly Recurring Cost (MRC)
			LIT Tier 0	Tier 1	Tier 2
1	Dedicated Internet Access (DIA) - 5Mbps	N/A	\$400	\$410	\$440
2	Dedicated Internet Access (DIA) - 10Mbps	N/A	\$400	\$410	\$440
3	Dedicated Internet Access (DIA) - 20Mbps	N/A	\$400	\$410	\$440
4	Dedicated Internet Access (DIA) - 30 Mbps	N/A	\$400	\$420	\$510
5	Dedicated Internet Access (DIA) - 40Mbps	N/A	\$400	\$450	\$550
6	Dedicated Internet Access (DIA) - 50Mbps	N/A	\$410	\$460	\$590
7	Dedicated Internet Access (DIA) - 100Mbps	N/A	\$440	\$480	\$890
8	Dedicated Internet Access (DIA) - 200Mbps	N/A	\$580	\$610	\$1,110
9	Dedicated Internet Access (DIA) - 500Mbps	N/A	\$780	\$880	\$1,560
10	Dedicated Internet Access (DIA) - 1Gbps	N/A	\$939	\$990	\$1,890
11	Dedicated Internet Access (DIA) - 2Gbps	N/A	\$1,289	\$1,490	\$2,970
12	Dedicated Internet Access (DIA) - 5Gbps	N/A	\$2,120	\$2,490	\$4,960
13	Dedicated Internet Access (DIA) - 10Gbps	N/A	\$3,280	\$3,800	\$7,570
14	Dedicated Internet Access (DIA) - 25Gbps	N/A	\$4,360	\$5,070	\$10,100
15	/30 = Static Block (1) IP (DIA)	N/A	\$0.00	\$0.00	\$0.00
16	/29 = Static Block (5) IP (DIA)	\$0.00	\$0.00	\$0.00	\$0.00
17	/28 = Static Block (13) IP (DIA)	\$20.00	\$10.00	\$10.00	\$10.00
18	/27 = Static Block (30) IP (DIA)	\$40.00	\$20.00	\$20.00	\$20.00
19	/26 = Static Block (62) IP (DIA)	\$80.00	\$30.00	\$30.00	\$30.00
20	/25 = Static Block (126) IP (DIA)	\$120.00	\$40.00	\$40.00	\$40.00

Off-Net E-Reach Type 2 - Ethernet			
Line Item	Description of Service/Equipment	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
22	Off-Net E-Reach Type 2 - 5Mbps	\$500.00	\$1305.00
23	Off-Net E-Reach Type 2 - 10Mbps	\$500.00	\$1305.00
24	Off-Net E-Reach Type 2 - 20Mbps	\$500.00	\$1543.00
25	Off-Net E-Reach Type 2 - 30Mbps	\$500.00	\$1703.00
26	Off-Net E-Reach Type 2 - 40Mbps	\$500.00	\$1744.00
27	Off-Net E-Reach Type 2 - 50Mbps	\$500.00	\$1744.00
28	Off-Net E-Reach Type 2 - 100Mbps	\$500.00	\$1960.00
29	Off-Net E-Reach Type 2 - 200Mbps	\$500.00	\$2150.00
30	Off-Net E-Reach Type 2 - 500Mbps	\$500.00	\$2688.00
31	Off-Net E-Reach Type 2 - 1Gbps	\$500.00	\$3452.00
32	Installation	\$500.00	N/A