



Office of the Finance Director

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

MARB Contract Form

Contract Name	Third Party Administrator for Risk Management and Workers Compensation				
City Agency	Finance Department				
Vendor Utilized	PMA Companies				
Address	180 Glastonbury Boulevard				
City, State, Zip	Glastonbury, CT 06033				
Procurement Process	<input type="checkbox"/> Bid/RFP [] <input type="checkbox"/> State Contract [Enter State Contract] <input type="checkbox"/> Cooperative Agreement [] <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Other Source [City council Bid Waiver]				
No of Bid/RFP Respondents					
Quote No('s) if applicable					
Source of Funds	City General Fund				
Quantity	1.00	Price Per:	\$0.00	Total Price	\$190,000 \$15,318 * 12 plus contingency amount
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 requested a bid waiver for Third Party Administrative (TPA) Workers Compensation and Risk Services from July 1, 2024, to June 30, 2025. In reviewing the last submitted agreement, Finance found that the services were not procured by the previous administration. The Finance Department was in possession of a contract from July 01, 2023, through June 30, 2026, but was not executed nor was an RFP advertised. The Finance Department is requested City Council approval to enter into a one-year agreement, while the City advertises an RFP for services effective July 01, 2025. The City Council approved the request on October 28, 2024</p> <p>PMA currently provides services related to:</p> <ol style="list-style-type: none"> 1. Property, casualty, and excess insurance renewal period of July 1, 2025 2. Finance/Risk Management leading efforts with PMA for TPA and risk services regarding: <ol style="list-style-type: none"> 1. Claims Handling Activities (workers compensation and other property/casualty claims) 2. PMA care+ Managed Care – case management 3. Safety - Regulatory Risk Control – OSHA training and compliance requirements, written safety policies and employee safety manual, best practices 4. RMIS Services – Internet Claim Reporting via Cinch 5. Loss Adjustment Expenses - independent medical exams, medical and complex bill reviews <p>The above items are crucial as resources as the city continues to implement:</p> <ol style="list-style-type: none"> 1. Safety Culture Awareness 				



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	<ol style="list-style-type: none">2. Employee Safety Awareness3. OSHA Compliance4. Workers' Compensation and Insurance Cost Reduction5. OSHA Violations Cost Reduction.
Department Submission [Name and Title]	Dalesa Holgerson, Workers Comp/Risk Manager
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director

AUTHORIZING RESOLUTION OF THE

City of West Haven City Council

WHEREAS: The City Council has received a request (attached) from Michael Gormany, Finance Director, and Dalesa Holgerson, Workers Comp / Risk Manager, for a waiver of the City's purchasing requirements and competitive bidding process in connection with the PMA Management Corp. (PMA) contract for FY 2024-2025 for third party risk and casualty liability administration services (TPA services).

WHEREAS: Chapter 42-15 of the West Haven Code provides that the "City Council shall have the authority to waive the bidding and RFQ requirements of this chapter on all contractual services and professional services . . . upon a determination by the Council that such waiver of bid or RFQ is in the best interests of the City of West Haven."

WHEREAS: The request submitted indicates that 1) PMA currently provides property, casualty and excess insurance renewal services for the period beginning July 1, 2025; 2) PMA Currently provides TPA services regarding claims handling for workers compensation; and property, casualty and other liability claims; and 3) PMA currently provides managed care case management; and safety, regulatory risk control and OSHA training requirement services.

WHEREAS: The Finance Department was in possession of a renewal contract with PMA for the period July 1, 2023, through June 30, 2026 that was not executed by the prior administration; nor was an RFP advertised.

WHEREAS: The services currently provided by PMA are crucial to the City.

RESOLVED: That waiver of all bidding and RFQ requirements of Chapter 42 of the West Haven code in connection with services provide by PMA for the Fiscal Year 2025 are hereby waived.

FURTHER RESOLVED, Dorinda K. Borer, as Mayor of The City of West Haven, is authorized and directed to execute and deliver any and all documents related to this Resolution on behalf of the City of West Haven, including a one-year renewal contract with PMA Management Corp. expiring June 30, 2025, and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

CERTIFICATION:

I, Stacy Riccio, the Clerk of the City of West Haven City Council, a municipal corporation organized and existing under the laws of the State of Connecticut, with a place of business at 355 Main Street West Haven CT, do hereby certify that the following is a true and correct copy of a resolution adopted by The City of West Haven City Council at its duly called and held meeting on October 28, 2024, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

The undersigned further certifies that Dorinda K. Borer now holds the office of Mayor and that she has held that office since December 3rd of 2023, and that said term will continue until December 7, 2025.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 28th day October, 2024.

Stacy Riccio

Stacy Riccio, Clerk of the Council



**AMENDMENT TO THIRD PARTY
CLAIM ADMINISTRATIVE SERVICES**

THIS AMENDMENT TO THE THIRD PARTY CLAIM ADMINISTRATIVE SERVICES (this “**Amendment**”) is hereby made this 1st day of July, 2024 by and between PMA Management Corp. (“**PMA**”) and City of West Haven, Connecticut (“**Client**”).

WHEREAS, PMA and Client are parties to that certain Agreement for Third Party Claim Administrative Services dated July 1, 2015 (the “**Agreement**”); and

WHEREAS, PMA has provided its pricing proposal for the 2024-25 contract term year to Client;
and

WHEREAS, Client desires to renew the term of the Agreement for an additional one-year period, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree and intend to be legally bound as follows:

- 1. TERM.** Pursuant to Section 2 of the Agreement, the term of the Agreement is hereby extended for an additional one-year term commencing beginning July 1, 2024 and expiring June 30, 2025 (the “**2024-25 Extension Term**”).
- 2. CLAIM HANDLING SERVICE FEE.** The Agreement is hereby amended to provide that, for claim handling services to be rendered under the Agreement for the 2024-25 Extension Term, Client agrees to pay PMA an annual fee of \$183,750, to be paid in 12 installments. Client further agrees to pay the initial installment at the inception of the 2024-25 Extension Term and subsequent installments monthly thereafter. Except as stated in subpart (a) below, for claim handling services to be rendered during this Agreement, Client agrees to pay PMA an annual fee of \$183,750. Client further agrees to pay the initial installment at the inception of this Agreement and subsequent installments monthly thereafter.
 - a) Separate and apart from the annual fee, Client agrees to pay PMA the following fees on a per claim basis, should any occur:
 - 1.** \$350 for each first person automobile Claim
 - 2.** \$850 for each Lost Time Heart and Hypertension Claim
 - 3.** \$125 for each Medical Only Heart and Hypertension Claim
 - 4.** \$40 for each Record Only Heart and Hypertension Claim
 - b) If during the term of this Agreement, Client submits more than 10 claims/loss lines that PMA determines arise out of, result from or are otherwise related to any event, occurrence, disease, happening or condition or any series or group of related or like events, occurrences, disease, happenings or conditions, then the following additional claim handling fees shall apply:
 - i.** \$650 for each Commercial Automobile Bodily Injury Claim;
 - ii.** \$650 for each General Liability Bodily Injury Claim;
 - iii.** \$395 for each Commercial Automobile Property Damage Claim;
 - iv.** \$395 for each General Liability Property Damage Claim;

- v. \$325 for each physical damage claim;
- vi. \$595 for each first party property damage claim;
- vii. \$995 for each Professional Liability Claim.
- viii. \$850 for each Indemnity claim;
- ix. \$125 for each Medical Only Claim;
- x. \$40 for each Record only claim.

- 3. **OTHER FEES.** Exhibit A of the Agreement is hereby amended and restated in the form of the Exhibit A attached to this Amendment, effective as of the inception of the 2024-25 Extension Term.
- 4. **GENERAL TERMS.** Except as amended hereby, all of the terms, fees, charges and conditions of the Agreement and Amendments shall remain and continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

CITY OF WEST HAVEN, CONNECTICUT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Exhibit A – Other Services Fee Schedule

All fees are billed as incurred unless specifically agreed otherwise.

<u>Service Type</u>	<u>Amount</u>
<u>Managed Care:</u>	
Bill review and repricing	25% of the total savings
Utilization review	\$125 per review
Clinical case management services	\$103.00 per hour
Medical consultant review	\$255 per review
PMA Care 24	\$103.00 per call
Point of Sale Pharmacy Program	\$75.00 per review
Medical Director	\$250 per hour
<u>Medicare Solutions</u>	
Section 111 Reporting	\$9.00 per claim queried
Medicare Set-Aside Allocation	\$2,200 each
CMS Submissions	\$630 each
Medicare Conditional Payment Research	\$130 each
Medicare Conditional Payment Appeal or Dispute	\$260 each
Medicare Conditional Payment Research Final Demand	\$55 each
Medical Cost Projections	\$1,900 each
Evidenced Based MSA	\$2,200 each
Life Care Plan	\$185 per hour
Legal Nurse Review	\$1,900 per review
Update (of prior MSA report)	\$785 per report
Resolution Services	\$130 per hour
Medicare/Social Security Verification	\$205 each
Medicaid Conditional Payment Research	\$260 each
Medicare Advantage Plan Conditional Payment Negotiation	\$525 each
Provider Relations Specialist	\$110 per hour
<u>Information Systems:</u>	
RMIS fee	Included per year for up to 3 users \$500 per year each additional user
Standard Data Conversion	Not applicable
Customized Reporting/Programming	\$155.00 per hour
Standard Data Feed Set-Up	\$2,500 per year
Standard Data Feed	\$200 per month

<u>Risk Control:</u>	
General	\$150 per hour
Industrial hygiene services	\$180 per hour
Special Projects	To be determined
<u>Claim Adjustment:</u>	
Vocational Rehabilitation	\$103.00 per hour
Claim Indexing	\$19.75 flat fee per queried file or loss line
Legal Bill Analyzer	3% of gross billed charges
<u>Other:</u>	
Administrative	Included
Non-standard claim intake	\$18 per claim
Subrogation Specialist Services	17% of gross recovery
Excess & Second Injury Fund Recovery Services	2% of gross recovery
Recover to At Work	\$110.00 per hour
Standard Data Extract (upon termination)	\$5,000
OSHA reporting preparation services	\$18 per incident \$1,500 annual minimum
OSHA special projects	To be determined
Each Claim Review in excess of two per year	\$1,500 per review, per day plus PMA expenses
Onsite claim review	Travel incurred by PMA personnel is reimbursed in full by the client



Office of the Finance Director

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

MARB Contract Form

Contract Name	Safety Gear				
City Agency	Allingtown Fire District/West Shore Fire District/First District (Center)				
Vendor Utilized	Municipal Emergency Services				
Address	172 Cross Rd.				
City, State, Zip	Waterford, CT 06385				
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <input checked="" type="checkbox"/> Cooperative Agreement [Sourcewell Contract #010424] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents	N/A				
Quote No('s) if applicable	QT1867994 (Allingtown) QT1868808 (Center) QT1868804 (West Shore)				
Source of Funds	ARPA Project # 2023-001				
Quantity	27 sets (pants and coat)	Price Per Set:	\$3,700.00	Total Price	\$99,900.00 Per district Total request for approval \$299,700
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	<p>This is the turn out gear for the three fire districts as approved in the June 2024 MARB meeting. The City allocated \$300,000 for turnout gear as a revision to the ARPA Hazard pay request.</p> <p>The next page gives additional information for MARB on the request.</p>				
Department Submission [Name and Title]	Michael R. Terenzio Allingtown Chief James P. O'Brien Chief (Center District) Steve Scafariello West Shore Chief				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				



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IMPORTANCE OF NEW PROTECTIVE GEAR FOR FIREFIGHTERS USING ARPA FUNDS

Investing in advanced protective gear for firefighters is a crucial step toward enhancing their safety and effectiveness. A State of Public Act now requires more frequent washing and detoxification of firefighting PPE. This increased downtime of approximately 12 to 14 hours to complete the process will require each firefighter to have a second or spare set to use in the interim. With ARPA (American Rescue Plan Act) funds available, fire departments have a unique opportunity to address critical equipment needs that protect firefighters in increasingly demanding situations. Here's why new protective gear is vital:

1. **Enhanced Safety in Extreme Conditions**

Firefighters often face unpredictable hazards like intense heat, toxic chemicals, and falling debris. Modern protective gears such as improved thermal suits—offers superior insulation, impact resistance, and respiratory protection, reducing risks of burns, toxic exposure, and injuries.

2. **Improved Mobility and Endurance**

Newer, lightweight materials in advanced protective gear provide greater flexibility and mobility, allowing firefighters to move more freely and sustain physical endurance in high-stress environments. This can be lifesaving when they need to work for extended periods in demanding scenarios.

3. **Technological Advancements for Situational Awareness**

Some of the latest protective gear integrates technology, such as sensors that monitor vital signs, GPS for location tracking, and communication systems. These advancements improve situational awareness, allowing firefighters to respond faster and safer while enabling real-time updates to command centers.

4. **Enhanced Protection Against Modern Threats**

Wildfires, urban fires, and chemical spills are more prevalent today, and some fires involve newer materials that produce more hazardous chemicals. Updated gear provides a higher level of protection against these modern threats, which older gear may not adequately address.

5. **Financial Efficiency and Long-Term Savings**

Investing in durable, high-quality protective gear can reduce long-term costs related to frequent replacements, repairs, and potential medical expenses due to inadequate protection. Using ARPA funds now to acquire advanced gear means that departments can potentially save taxpayer money over time.

6. **Morale and Confidence Among Firefighters**

Knowing they have the best possible gear available can boost firefighters' confidence and morale, encouraging them to work with greater assurance. This fosters a safer, more positive work environment, which is essential for recruitment, retention, and overall department efficiency.

7. **Compliance with Updated Safety Standards**

Regulations for protective equipment are updated frequently to meet new safety standards. Providing new gear allows fire departments to stay compliant and ensure they are meeting the latest OSHA, NFPA, and other relevant standards.

Leveraging ARPA funds to procure advanced protective gear is an investment in the safety, health, and effectiveness of firefighters. It ensures they are well-equipped to handle the escalating challenges of modern firefighting while reducing long-term costs and promoting a safe, compliant work environment.

Quote



Quote # QT1867994
 Date 10/20/2024
 Expires 11/04/2024
 Sales Rep Santamauro, Vincent
 Shipping Method FedEx Ground
 Customer ALLINGTOWN FIRE DEPARTMENT (CT)
 Customer # C60351

(860) 442-0678

Bill To

ALLINGTOWN FIRE DEPARTMENT (CT)
 PO Box 26095
 West Haven CT 06516
 United States

Ship To

ALLINGTOWN FIRE DEPARTMENT (CT)
 MINOR PARK FIRE HOUSE
 318 FAIRFAX ST
 WEST HAVEN CT 06516
 United States

Item #	Alt. Item #	UOM	Description	QTY	Unit Price	Amount
FIREDEX PARTS	FIRE DEX COAT		FIRE DEX COAT Custom Fire-Dex Parts Fire Dex XFR Coat- WH Spec FWID 74220	27	\$2,153.14	\$58,134.78
FIREDEX PARTS	FIRE DEX PANT		FIRE DEX PANT Custom Fire-Dex Parts Fire Dex XFR Pant WH Spec FWID 74220	27	\$1,546.86	\$41,765.22

Subtotal \$99,900.00

Shipping Cost \$0.00

Tax Total \$0.00

Total \$99,900.00

PLEASE NOTE- This quote references MES Sourcewell Contract #010424

City of West Haven
 West Haven, Connecticut
 Sourcewell Account # 75613

This quote is for Fire Dex Techgen 71 outer shell, Glide Ice 2 layer thermal barrier and Steadair 4000 Moisture Barrier - TPP is 47 and THL is 282.

At the end of 2024 Steadiar CLEAR non-fluorinated Moisture Barrier will be available for this spec. TPP will be at 41 and THL will be at 265 for this change in spec to CLEAR. Please plan for an estimated \$300 per set increase for the change out of Steadiar 4000 to the Steadiar CLEAR moisture barrier change.

Individual Fire Department Lettering and trim color/style change will be at no charge.

Delivery after order is placed is at 8 to 10 weeks

Freight added to final invoice based on sets ordered.

Thank you
Vince

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





MUNICIPAL EMERGENCY SERVICES

(860) 442-0678

Quote

Quote # QT1868804
 Date 10/22/2024
 Expires 11/06/2024
 Sales Rep Santamauro, Vincent
 Shipping Method FedEx Ground
 Customer WEST SHORE FIRE DEPARTMENT (CT)
 Customer # C60783

Bill To

WEST SHORE FIRE DEPARTMENT (CT)
 860 OCEAN AVE
 West Haven CT 06516
 United States

Ship To

WEST SHORE FIRE DEPARTMENT (CT)
 852 OCEAN AVE
 WEST HAVEN CT 06516
 United States

Alt. Item #	Description	QTY	Unit Price	Amount
FIREDEX PARTS FIRE DEX COAT	FIRE DEX COAT Custom Fire-Dex Parts Fire Dex XFR Coat- WH Spec FWID 74220	27	\$2,153.14	\$58,134.78
FIREDEX PARTS FIRE DEX PANT	FIRE DEX PANT Custom Fire-Dex Parts Fire Dex XFR Pant WH Spec FWID 74220	27	\$1,546.86	\$41,765.22

PLEASE NOTE- This quote references MES Sourcewell Contract #010424

City of West Haven
 West Haven, Connecticut
 Sourcewell Account # 75613

Subtotal \$99,900.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$99,900.00

This quote is for Fire Dex Techgen 71 outer shell, Glide Ice 2 layer thermal barrier and Steadair 4000 Moisture Barrier - TPP is 47 and THL is 282.

At the end of 2024 Steadair CLEAR non-fluorinated Moisture Barrier will be available for this spec. TPP will be at 41 and THL will be at 265 for this change in spec to CLEAR. Please plan for an estimated \$300 per set increase for the change out of Steadair 4000 to the Steadair CLEAR moisture barrier change.

Individual Fire Department Lettering and trim color/style change will be at no charge.

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Freight added to final invoice based on sets ordered.

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Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1868804



MUNICIPAL EMERGENCY SERVICES

(860) 442-0678

Quote

Quote # QT1868808
 Date 10/22/2024
 Expires 11/06/2024
 Sales Rep Santamauro, Vincent
 Shipping Method FedEx Ground
 Customer WEST HAVEN FIRE DEPARTMENT (CT)
 Customer # C207421

Bill To

WEST HAVEN FIRE DEPARTMENT (CT)
 366 Elm Street
 West Haven CT 06516
 United States

Ship To

WEST HAVEN FIRE DEPARTMENT (CT)
 366 ELM STREET
 West Haven CT 06516
 United States

		Description				
FIREDEX PARTS	FIRE DEX COAT	FIRE DEX COAT Custom Fire-Dex Parts Fire Dex XFR Coat- WH Spec FWID 74220	27	\$2,153.14	\$58,134.78	
FIREDEX PARTS	FIRE DEX PANT	FIRE DEX PANT Custom Fire-Dex Parts Fire Dex XFR Pant WH Spec FWID 74220	27	\$1,546.86	\$41,765.22	

PLEASE NOTE- This quote references MES Sourcewell Contract #010424

City of West Haven
 West Haven, Connecticut
 Sourcewell Account # 75613

Subtotal \$99,900.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$99,900.00

This quote is for Fire Dex Techgen 71 outer shell, Glide Ice 2 layer thermal barrier and Steadair 4000 Moisture Barrier - TPP is 47 and THL is 282.

At the end of 2024 Steadair CLEAR non-fluorinated Moisture Barrier will be available for this spec. TPP will be at 41 and THL will be at 265 for this change in spec to CLEAR. Please plan for an estimated \$300 per set increase for the change out of Steadair 4000 to the Steadair CLEAR moisture barrier change.

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All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



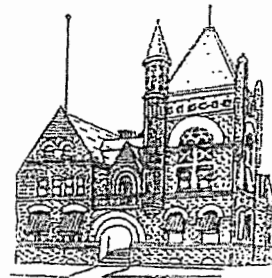
QT1868808



Dorinda Borer
Mayor

Office of the Mayor

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



City Hall
1896-1968

To: Municipal Accountable Review Board Members
From: Mayor Dorinda Borer
Date: June 19, 2024
Subject: ARPA Funding-Firefighter Hazard Pay

Below is a modified request with respect to the original \$1,000,000 for Hazard Pay for the West Haven Firefighters. These new allocations have been approved by the union and Administration.

Original Proposal

Hazard Pay: \$10,000 per approximately 100 firefighters COVID
Total: \$1,000,000

Revised Proposal

Hazard Pay: \$2,500 per firefighter @ approximate \$250,000
Additional FF Training: \$300,000
Turn Out/Cancer Gear: \$300,000
Reallocation back to ARPA for reconsideration of community projects: \$150,000
Total: \$1,000,000

Thank you in advance for your consideration.

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Municipal Emergency Services

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/29/2024 | 6:33 AM CDT

DocuSigned by:
John Walker
By: 11D644B472C64440...
John Walker
Title: CFO
Date: 3/28/2024 | 1:24 PM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.
Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482
Contact: Seth Cosans
Email: seth.cosans@mesfire.com
Phone: 410-960-2600
Fax: 410-960-2600
HST#: 651051374

Submission Details

Created On: Tuesday December 05, 2023 10:08:35
Submitted On: Wednesday January 03, 2024 11:39:54
Submitted By: Chanda Riddick-Yamoah
Email: criddick@mesfire.com
Transaction #: 2515c576-f9a8-4788-ac9d-b7f325ba17f5
Submitter's IP Address: 151.181.51.74

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1XBB1 T4MGJ9BU63J6
5	Proposer Physical Address:	12 Turnberry Lane 2nd FL Sandy Hook, CT 06482
6	Proposer website address (or addresses):	www.mesfire.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker CFO jwalker@mesfire.com 203-304-4102
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contracts Manager 12 Turnberry Lane, 2nd FL Sandy Hook, CT 06482 criddick@mesfire.com 203-304-4132
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements.</p> <p>MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do.</p> <p>MES is financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcewell for their procurement needs.</p>
11	What are your company's expectations in the event of an award?	<p>In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Attached are our financial statement and letter of reference from our bank.</p>
13	What is your US market share for the solutions that you are proposing?	<p>30%</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>.05%</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No</p>
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.	<p>Municipal Emergency Services, Inc. is a distributor. As a distributor of first responder and public safety equipment, MES has the authorization from the vendors are provided in this quote to sale, service, and/or install the equipment purchased for the Sourcewell membership with the exception of a few areas due to regional restrictions.</p>
	<p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	n/a	*
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES ensures the vendors selected for our customer's comply to the NFPA standards and regulations for their products, materials, and service. We require submission of testing reports, material analyses, and examination reports if applicable. MES examines the submitted data prior to offering the products or services to our customers. We also ensure annual recertifications are completed and submitted to ensure compliance.	
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
20	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached.	*
21	What percentage of your sales are to the governmental sector in the past three years	95%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.	*
22	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.	*
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - \$18,000,000 HGAC - \$20,500,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA \$21,000,000	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Aurora	Mathew Wasserburger, Assistant Director-Fire Management Services Divisions	303-739-7332	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
Sacramento Metropolitan Fire District	Robert Sestito Safety Specialist - Training Division	916-859-4393	*

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Firefighting PPE & Cleaning Equipment	\$82,563	\$6,902,498	*
San Diego Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$52,687	\$6,885,593	*
LA County Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$48,921	\$6,315,636	*
Sacramento Metro Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$48,982	6,336,685	*
Houston Fire	Government	Texas - TX	Firefighting PPE & Cleaning Equipment	\$37,860	6,117,056	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
27	Sales force.	MES has increased our sales force to 200 Sales Representatives. Our Sales force is growing to support our expanding customer base. The trust and reliance from our customers to supply top quality products and service continues to have fueled our year over year growth. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. Our turnkey support team also includes regional office support throughout the US to address customer inquiries and respond to order requests effectually and quickly.
28	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.
29	Service force.	MES has increased our service support from slightly under 100 in 2019 to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcwell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to locate the product ordered and deliver as per the lead-time requested.
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcwell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.
33	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	MES has established a regional office in the Quebec territory of Canada. Our plans include supporting this area as well as neighboring cities for specific products. As our sales grow in this area, MES will identify additional products to offer in Canada. Our support and products are limited to the east of Canada excluding Vancouver and other western provinces.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	In the US, we are unable to fully service NH, Maine, and Wisconsin. In Canada, we are unable to fully service Vancouver and other western provinces.
35	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.
39	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We value Sourcwell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcwell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	n/a
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	n/a
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	n/a
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.

Table 9A: Warranty

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Vancouver, Canada or other western provinces. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.
52	What are your proposed exchange and return programs and policies?	Goods received damaged or deflection will be repaired or replaced based on the guidelines and terms of the warranty.
53	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	MES offers best in class service and guarantee of all service work which is supported by a warranty of the service completed.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	MES tracks the number of service calls and the type of repair work completed to offer feedback and internal analyses of products and services. Metrics and KPI's not meeting our internal targets are reviewed with our vendors to address improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. Leasing is available with Community Leasing Partners. For turnout gear, leasing is available through Gear Wash.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a and a spreadsheet listing each vendor and the discount offered.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcwell proposed bid price.
62	Describe any quantity or volume discounts or rebate programs that you offer.	n/a
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For open market requested items or items not on contract, MES will provide a quote reflecting the best price offered.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	n/a
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.

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

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories. Vendors offered for turnout gear and protective gear Hazmat Gear Cleaning services
73	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers a full range of options from various manufacturers listed to customize items within the extent that certifications will allow. We offer customizable solutions for turnout or hazmat gear that range from sizing to protection. Also, please note the following: Firefighting PPE is available for customization– Lettering, sizing, and full PPE packages.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once an order is received requiring this service, our customer service will call the customer to set-up a day for sizing and fitting based on the customer's availability. Our Sales Rep and other employees will come to the customer's location(s) to service the number of employees indicated on the purchase order. The Sales Rep will submit the fitting information to our internal team who will begin work on the items to deliver by the customer's deadline. If additional modifications are needed after delivery, MES is able to accommodate the requested changes quickly to not delay availability of equipment.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
76	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES offers this product with the purpose to protect firefighters from radiant and thermal exposure, punctures and other hazards while providing protection, safety, and comfort. We have a variety of vendors our customers are able to use.
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES offers helmets and other accessories for fire protection such as shields and other required NFPA accessories. We ensure that minimum standards are met such as retention systems, absorption, reflective trim and ear covers.
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES offers fire blankets, heat detectors, and suppression equipment.
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our station wear includes shirts and pants that can be made of fire resistant materials if required. We are also able to customize and offer a variety of colors.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES is aware of fire contaminants that can expose firefighters to harmful materials. We offer equipment that specializes in cleaning turnout gear and other equipment with exceptional, professional care.
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vendors offer all levels of decon services and strategies that include wash of gear and equipment, personal wash and wipes, and air decontamination for effective results.
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vendors in this category offer effective and robust cleaning solutions. Our major focus is to ensure that soiled areas are cleaned and uncontaminated after use.
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our vendors also provide equipment for proper storage based on NFPA standards and the cleaning supplies to be used after use.
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Services related to the equipment described are listed below. Also, MES is able to offer customizable solutions. By contacting our Sales Rep and providing information on the needs and requirements, in most cases, we are able to offer a quote offering a plan to address our customer's requirements.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - MES Sourcewell 010424 Vendor Pricing.zip - Wednesday January 03, 2024 11:32:34
- [Financial Strength and Stability](#) - Financial Statements.zip - Monday January 01, 2024 15:47:44
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - QT1730512.FIREDEX.pdf - Tuesday January 02, 2024 14:08:12
- [Requested Exceptions](#) - MES Insurance Exceptions.pdf - Monday January 01, 2024 17:15:56
- [Upload Additional Document](#) - MES Documents 010424.zip - Tuesday January 02, 2024 14:25:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1

MES - Sourcedwell Contract #010424

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Structural Firefighting, Aircraft Rescue Turnout Gear			
	Turnout Gear	Fire Dex	9% Off Current MSRP
	Turnout Gear	Honeywell	5% Off Current MSRP
	Turnout Gear	TecGen	9% Off Current MSRP
	Turnout Gear	Veridian	5% Off Current MSRP
Wildland Firefighting Protective Gear	Wildland all available ensemble	Crew Boss (Western Shelter)	5% Off Current MSRP
	Wildland all available ensemble	Fire Dex	9% Off Current MSRP
	Wildland all available ensemble	PGI	9% Off Current MSRP
	Wildland all available ensemble	Honeywell	5% Off Current MSRP
	Wildland all available ensemble	TecGen	9% Off Current MSRP
	Wildland all available ensemble	Veridian	5% Off Current MSRP
	Wildland all available ensemble	Coaxsher	4% Off Current MSRP
EMS & General Fire Garments, Technical Rescue, USAR/Urban Search and Rescue EMS Emergency Medical Operations Protective Ensembles, Station Wear	Tec/USAR/Station Wear & Accessories	Propper	5% Off Current MSRP
	Tec/USAR/Station Wear	Fire Dex / TecGen	9% Off Current MSRP
	Tec/USAR/Station Wear	Gerber	Net
	Tec/USAR/Station Wear & Accessories	NRS	5% Off Current MSRP
	Tec/USAR/Station Wear	Game Sportswear	15% Off Current MSRP
	Tec/USAR/Station Wear Accessories	5.11 Tactical	26% Off Current MSRP
	Tec/USAR/Station Wear	SanMar	5% Off Current MSRP

MES - Sourcedwell Contract #010424

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
	Tec/USAR/Station Wear	Elbeco	29% Off Current MSRP
	Tec/USAR/Station Wear	Fechiemer	19% Off Current MSRP
	Tec/USAR/Station Wear	First Tactical	24% Off Current MSRP
	Tec/USAR/Station Wear	Honeywell	5% Off Current MSRP
	Tec/USAR/Station Wear	VF Workrite Work Wear	15% Off Current MSRP
	Tec/USAR/Station Wear	Horace Small	15% Off Current MSRP
	Tec/USAR/Station Wear & Accessories	Veridian	5% Off Current MSRP
	Service Alterations		
	Custom Adds	MES Shops	Net MSRP
Helmets & Related Accs	Helmets	Bullard	25% Off Current MSRP
	Helmets	Fire Dex	9% Off Current MSRP
	Helmets	Honeywell	5% Off Current MSRP
Helmets & Related Accs	Gloves	5.11 Tactical	26% Off Current MSRP
	Gloves	FireDex	9% Off Current MSRP
	Gloves	Fire Craft	9% Off Current MSRP
	Gloves	Honeywell	5% Off Current MSRP
	Gloves	Ringers	14% Off Current MSRP
	Gloves	Veridian	28% Off Current MSRP
Helmets & Related Accs	Hoods	FireDex	9% Off Current MSRP
	Hoods	Honeywell	5% Off Current MSRP
	Hoods	Majestic	14% Off Current MSRP
	Hoods	PGI	14% Off Current MSRP
	Hoods	Veridian	25% Off Current MSRP
Boots/Shoes/Structural/Station	Boots/Shoes/Station	5.11 Tactical	26% Off Current MSRP
	Boots/Shoes/Multi	Danner	19% Off Current MSRP
	Boots/Shoes/Station	Bates	9% Off Current MSRP
	Boots/Multi	Black Diamond	14% Off Current MSRP
	Boots/Structural/Station	FireDex	9% Off Current MSRP
	Boots/Structural/Station	Honeywell	5% Off Current MSRP
	Boots/Shoe	Lacrosse	19% Off Current MSRP

MES - Sourcewell Contract #010424

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Maintenance & Cleaning Services Garment Decontaminations		Circul-Air	3% Off Washers & Dryers Off Lockers 5%
	Cleaning, Alterations, & Customizations	Northwest Safety Clean	Fixed Pricing Per Price MSRP
Protective Garment Laundry Machines	Laundry Machines, Extractor machines	Groves	2% Off Current MSRP
Garment Care for Turnout and other Fire Clothing Repairs	Garment Car	Minurva/Gear Wash	Quoted per job depending on spec and issue due to certs.
	SCBA sets NFPA	Scott Safety	16% Off Current MSRP
	Communications and Face Piece Options	Scott Safety	9% Off Current MSRP
	Cylinders	Scott Safety	16% Off Current MSRP
	Air Cart	Scott Safety	5% Off Current MSRP
	Fill Stations and Compressors	Reolveair	Net Price on Price List
	Rit Paks	Scott Safety	9% Off Current MSRP
	Ska Paks	Scott Safety	9% Off Current MSRP
	Pak Tracker	Scott Safety	9% Off Current MSRP
	Service for SCBA Air Test	Scott Safety	Contact MES Rep for Service Coverage
	Service for SCBA Air Test	MES Scott Tech	Contact MES Rep for Service Coverage
	Service for Fill Stations and Compressors	MES Tech	Contact MES Rep for Service Coverage
	Parts	Scott Safety	Net Price on Price MSRP

MES - Sourcewell Contract #010424

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Eye Protection	Eye Protection	5.11 Tactical	26% Off Current MSRP
	Eye Protection	ESS Eye wear	25% Off Current MSRP
	Eye Protection	3m Peltor	17% Off Current MSRP
Gas Masks	Gas Masks & Related Gear	Avon Protection	5% off current MSRP
CRN Hazmat Gear	Hazmat Gear	Avon Protection	5% off current MSRP
	Hazmat Suits	DuPont	14% Off Current MSRP
	Hazmat Gear	FSI North America	9% Off Current MSRP
Firefighter Training Gear & other related equipment and accessories	Firefighter Training Gear	Lightning X	5% Off Current MSRP
	Firefighter Training Gear	North American Rescue	8% Off Current MSRP
	Firefighter Training Gear	True North	5% Off Current MSRP
	Fire Trainer	KFT Fire Trainer	Net Price on Price MSRP
	Training Aids	Simulaids/Nasco	7% Off Current MSRP
Radio Holder & Pouches	Radio Holder & Pouches	Gould & Goodrich	9% Off Current MSRP
	Pouches & Parts	Safariland Redline	5% Off Current MSRP
	Harnesses and Accessories	Coaxsher	4% Off Current MSRP
Other Protective PPE Gear Body Armor	Concealable Armor	Point Blank	29% Off Current MSRP
	Tactical Armor & Helmets	Point Blank	19% Off Current MSRP
	Tactical Armor & Helmets	Paraclete	19% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Team Wendy	5% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Avon Protection	5% Off Current MSRP
	Body Armor	GH Armor	30% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Lion	5% Off Current MSRP



Office of the Finance Director

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

MARB Contract Form

Contract Name	Purchase of a new Stryker LIFEPAK 35 Cardiac monitor/defibrillator.			
City Agency	City of West Haven Allingtown			
Vendor Utilized	Stryker Sales, LLC			
Address	21343 NETWORK PLACE			
City, State, Zip	CHICAGO IL 60673-1213			
Procurement Process	<input type="checkbox"/> Bid/RFP [] <input type="checkbox"/> State Contract [Enter State Contract] <input checked="" type="checkbox"/> Cooperative Agreement [Source well Contract 041823] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
No of Bid/RFP Respondents				
Quote No('s) if applicable				
Source of Funds	American Rescue Plan Funding (City Project # 2022-015)			
Quantity	1.00	Price Per:	\$0.00	Total Price \$54,934.40
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	<p>The above equipment is an updated version as an essential part of the implementation to provide effective EMS interventions in rendering care to cardiac patients as part of our mission goals.</p> <p>The reason for the request as outlined in the included documentation is to issue an approved Purchase Order to obtain this updated and vital equipment that exceeds the \$50,000 threshold. Benefits of this equipment include.</p> <ul style="list-style-type: none"> • Improved Cardio Pulmonary Resuscitation: The CPR INSIGHT analysis helps reduce pauses during chest compressions. • Patient data: Allows paramedics to connect patient data from the roadside to the hospital. • Streamlined workflow: Allows for the transmission of vital data for quick analysis to the hospital ED via Wi-Fi or Bluetooth. • Customizable: Allows the caregiver to customize events, medication lists, and on-screen reminders. • Intuitive: Larger, and easy-to-use touchscreen. • Durable: Designed to withstand direct impact and drops for increased protection. • Pediatric mode: Pediatric Automatic External Defibrillator mode that can treat patients with escalating biphasic energy. • Digital calipers: Eliminates the need to print a strip by helping responders accurately calculate irregular cardiac rhythms. 			



Office of the Finance Director

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

	<ul style="list-style-type: none">• STJ Insight: Provides a graphical representation to the paramedic of the ECG to help diagnose myocardial injury.• LIFENET solutions: Includes cloud-based LIFENET solutions that allow medics to remotely manage devices, receive status alerts, and view device location. <p>The benefits above will assist in the increased effect delivery of lifesaving tactics, and ensure patients receive the best available field interventions available at the emergency scene prior to arriving at the at the Emergency Department at the hospital.</p> <p>The quotation for the equipment is through the Sourcewell Buying Consortium, as the department will be using remaining ARPA funding allotted to the purchase. The city and the department will have representatives present at the meeting to answer any questions that may arise. Thank you for your anticipated attention and consideration to this request.</p>
Department Submission [Name and Title]	Chief Michael Terenzio, City of West Haven Allintown
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director



City of West Haven Allingtown Fire Dept LP 35

Quote Number: 11010317

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF WEST HAVEN ALLINGTOWN FIRE DIST
Attn:

Rep: Michael Hooper
Email: michael.hooper2@stryker.com
Phone Number: (203) 496-3431
Mobile: (203) 496-3431

GPO: Sourcewell Contract 041823

Quote Date: 10/24/2024

Expiration Date: 01/22/2025

Contract Start: 10/24/2024

Contract End: 10/23/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF WEST HAVEN ALLINGTOWN FIRE DIST	Name:	CITY OF WEST HAVEN ALLINGTOWN FIRE DIST	Name:	CITY OF WEST HAVEN ALLINGTOWN FIRE DIST
Account #:	20036467	Account #:	20036467	Account #:	20037049
Address:	318 FAIRFAX ST WEST HAVEN Connecticut 06516	Address:	318 FAIRFAX ST WEST HAVEN Connecticut 06516	Address:	POBox 26095 WEST HAVEN Connecticut 06516-8095

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	1	\$47,288.00	\$47,288.00
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	1	\$800.00	\$800.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	1	\$2,400.00	\$2,400.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	1	\$86.40	\$86.40
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	1	\$687.20	\$687.20
6.0	11171-000061	RD SET Disposable Sensor, Pediatric (20/box)	1	\$382.40	\$382.40
7.0	11996-000456	RD SET DCI Reusable Sensor, Adult	1	\$323.20	\$323.20
8.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	\$27.20	\$27.20
9.0	11260-000073	Shoulder Strap	1	\$60.00	\$60.00
10.0	11335-000008	LIFEPAK 35 Storage Bag Kit	1	\$480.00	\$480.00
11.0	11335-000005	LIFEPAK Printer Kit	1	\$2,400.00	\$2,400.00
				Equipment Total:	\$54,934.40

Trade In Credit:



City of West Haven Allingtown Fire Dept LP 35

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Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15H-LP35	TRADE IN LP15 V4 HIGH FOR LP35	1	-\$8,000.00	-\$8,000.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
12.0	81000001	EMS Pro Tier 1: <5,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	1	\$500.00	\$500.00

Data Solutions Total: \$500.00

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$896.97

Grand Total: \$48,331.37

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



City of West Haven Allingtown Fire Dept LP 35

Quote Number: 11010317

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**Solicitation Number: 041823****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stryker Sales, LLC, through its Medical Division, 11811 Willows Road NE, Redmond, WA 98052 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that (i) Supplier has good title to Equipment shipped directly to Participating Entities, free of all liens, claims, and encumbrances; (ii) the Equipment will, at the time of manufacture, in all material respects have been manufactured in conformance with the Equipment specifications; and (iii) the Equipment will in all material respects, at the time of shipment, meet the technical specifications set forth in the FDA-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, AND FITNESS FOR A PARTICULAR PURPOSE.

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. If the Agreement is a multi-year contract, Supplier may increase pricing no more than once annually. Such price increase shall be incorporated by amendment to this Agreement and signed by Sourcwell and Supplier.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned in accordance with the return policy, incorporated by reference, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. All shipping will be FOB destination, freight prepaid and added to the invoice.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Payment terms are net thirty (30).

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Stryker Product with one or more non-Stryker products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Stryker without Stryker's express written authorization. Stryker will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof; however, any claim that obligates Sourcewell for payment of any kind may not be settled without prior consultation and written approval by the Sourcewell Board of Directors. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

Subject to Section 13(B), Sourcewell grants to Supplier a royalty-free, non-exclusive right and license to use the trademark(s) provided to Supplier in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier for use in the United States only and solely in the format provided in Exhibit A. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:

- i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
- ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
- iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
- iv. Award announcement emails; and
- v. Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must immediately comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all

marketing and promotional materials, including signage, provided by the other party or dispose of it according to requesting party's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services available under this Contract and utilizes the terms of this Contract while offering pricing lower than this Contract, must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the term of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following required coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in the required amounts listed below:

Required limits:

\$2,000,000 each accident for bodily injury by accident

\$2,000,000 policy limit for bodily injury by disease

\$2,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Required Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$2,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Required Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance.*

Intentionally omitted

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

Required limits:

\$2,000,000 per occurrence or claim

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to vicarious liability of Sourcewell and/or its Participating Entities which may arise out of activities, "operations," or "work" performed by Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that except with respect to any claim or loss that arise from the negligence or willful misconduct of Sourcewell and/or its Participating Entities, the commercial general liability insurance coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION INTENTIONALLY OMITTED.

F. SELF-INSURANCE. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Supplier shall be permitted to comply with these insurance requirements through a program of self-insurance

19. COMPLIANCE

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

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

This Agreement is the entire, final, complete, and fully integrated agreement between Sourcewell **and** Supplier for the benefit of any Participating Entity with respect to the subject matter hereof and supersedes any prior agreements or communications between the parties, whether written, oral, electronic or otherwise.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

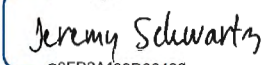
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


22. CANCELLATION

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

Sourcewell

Stryker Sales, LLC, through its Medical Division

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 9/14/2023 | 4:41 PM CDT

DocuSigned by:

 By: 6CE0778B706449D...
 Anne Mullally
 Title: Vice President and General Manager
 Date: 9/15/2023 | 6:56 AM PDT

Approved:


DocuSigned by:

 By: 48BAF71B0894454...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 9/15/2023 | 8:58 AM CDT

Exhibit A

Stryker Trademark Usage



Logo position, spacing and size

Position

- Stryker logo must appear prominent and not compete with word marks, surrounding text, images or other visual elements.
- Our preferred logo placement is horizontal; however, Sourcewell can position Stryker logo vertically.
- When horizontally positioned, place Stryker logo in either the top left or top right corner of the layout.
- When horizontally positioned, Stryker prefers Sourcewell places Stryker logo above all other text and in a position that doesn't appear aligned with any visual elements other than a color field and/or dimensional frame.
- When vertically positioned, Stryker logo must be the most dominant element on the layout (for example, up the side of a trade show banner).
- Avoid overuse of Stryker logo by using only one logo per layout and refrain from using our logo multiple times across a multi-page document.
- Stryker logo must appear on the first page or section of a document.

Clear space

- Provide clear space around our logo to clearly identify it as our master brand.
- The diagram below demonstrates the minimum space required; clear space is equal to 1.5 times the height of our logo.

Minimum size

- When using Stryker logo, maintain a minimum size of 1" (25.4mm) in print applications to maintain brand presence.
- The goal is to maximize the size of Stryker logo in proportion to the size of the layout.



Clear space

stryker

1" (25.4mm)

Minimum size:

Do not:

- use any color except black for Stryker logo.
- use Stryker logo with a registration mark (*).
- show Stryker logo upside down or reflected.
- angle or tilt except at a 90° angle.
- violate clear space in any way.
- show Stryker logo at minimum size in a large-scale layout.
- show Stryker logo oversized on a layout relative to the scale of the other visual elements.
- use Stryker logo with other text; instead, spell out "Stryker" or "Stryker's" when [using Stryker name](#).
- translate Stryker logo; however, Sourcewell can translate our Stryker in text.
- include Stryker logo as part of another trademark or service mark.
- alter any part of Stryker logo.
- skew or distort Stryker logo.
- animate Stryker logo; except in videos.
- add a line above or below Stryker logo.
- crop Stryker logo.
- use Stryker logo at a low resolution.
- use Stryker logo vertically with text that has more dominance.
- add shadows or shading.
- add a border.
- use an outline.
- use on unapproved background colors.
- place in a shape (for example, a circle or triangle) unless placed on a square or rectangular.
- place business, function, region, service names or word marks on the same line as Stryker logo.

RFP 041823 - Critical Care and EMS Equipment

Vendor Details

Company Name: Stryker Sales, LLC
Does your company conduct business under any other name? If yes, please state: Howmedica Osteonics Corp
Address: 2825 Airview Blvd.
Kalamazoo, MI 49002
Contact: Ted Harris
Email: ted.harris@stryker.com
Phone: 615-512-4890
HST#: 38-2902424

Submission Details

Created On: Monday March 06, 2023 16:19:47
Submitted On: Friday April 14, 2023 13:58:59
Submitted By: Bobby Flanagan
Email: Robert.Flanagan@stryker.com
Transaction #: 34aa1fbb-1f4f-420c-825f-d4a930e802a5
Submitter's IP Address: 64.208.103.178

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stryker Sales, LLC, through its Medical Division
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Stryker Sales, LLC, through its Medical Division
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	75AF1, [No CAGE code for SYK SALES CORP; All Govt Contracts through SYK Corp]
5	Proposer Physical Address:	11811 Willows Road NE Redmond, WA, 98052
6	Proposer website address (or addresses):	https://www.stryker.com/us/en/emergency-care.html
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jennifer Collins Manager, Strategic Pricing and Contracts Tel: 425 867 4685 Email: jennifer.collins@stryker.com Address: 11811 Willows Road NE Redmond, WA, 98052
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ted Harris, Manager, Strategic Accounts Tel: 615 512 4890 Email: ted.harris@stryker.com Address: 11811 Willows Rd. NE, Redmond, WA 98052
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Wang, Associate Manager, Bids & Proposals Tel: 425-867-4216 Email: maggie.wang1@stryker.com Address: 11811 Willow Rd NE, Redmond, WA 98052

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>About Stryker</p> <p>Stryker is one of the world's leading medical technology companies and, together with our customers, is driven to make healthcare better. We offer innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. As the pioneer in portable defibrillation and monitoring technology, Stryker's Emergency Care business continues to define the standard for cardiac emergency care equipment, solutions and services.</p> <p>We are the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 68 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-of-hospital use. The company's LIFEPAK defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts and in thousands of public access locations worldwide.</p> <p>Global Presence</p> <p>Stryker serves a global market of thousands of customers in over 100 countries that use our products every day to protect their communities. We are well-positioned to continue serving the worldwide medical community for generations to come. Stryker Emergency Care employs over 1,000 team members worldwide. Approximately 700 of these team members are based in Redmond, WA.</p> <p>Vision and Mission</p> <p>We have been involved in emergency medical care for more than 68 years and lead the industry in developing products that monitor or treat patients in emergency medical situations.</p> <p>We develop technologies and design devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them- whether it is accessories, disposables, flexible energy dosing or data management solutions that help them capture patient data and learn from it to improve patient care.</p> <p>Our approach to product development is with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. We are always innovating our product and clinical technologies and looking for ways to improve our processes— because our customers and their patients depend on it.</p> <p>MISSION: Together with our customers, we make healthcare better.</p>
11	What are your company's expectations in the event of an award?	If Stryker is the winner, Stryker will negotiate in good faith mutually beneficial terms following award issuance.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Stryker Corporation Annual Report has been uploaded to the attachment section. Stryker Sales, LLC, through its Medical Division is a wholly owned affiliate of Stryker Corporation.
13	What is your US market share for the solutions that you are proposing?	<p>In 2022, our prehospital business captured 69% of market share. We are unique in that we have solutions that equip the back of the ambulance with everything from monitor/defibrillators, to cots and fasteners, to data solutions, and beyond. We are unmatched when it comes to the breadth of products and service that we can provide our customers. Our flagship product lines have captured majority market share in their respective categories as described below:</p> <ul style="list-style-type: none"> • LIFEPAK 15 (monitor/defibrillators in pre-hospital): 55% • LIFEPAK CR2, HeartSine (AEDs in pre-hospital and public access): 30% • Transport equipment (cots, fasteners, chairs in prehospital): 94% • LUCAS 3 (mechanical chest compression systems in pre-hospital): 80%
14	What is your Canadian market share for the solutions that you are proposing?	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stryker has never petitioned for bankruptcy protection. Instead, the whole Stryker corporation has persevered, delivered outstanding sales growth and made progress on our strategy for many years, making the Stryker brand stronger than ever.

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Stryker is the manufacturer and service provider of equipment as proposed in this RFP. All technical support, trainings and education, ProCare services will be conducted by Stryker employees. No third party like distributor/dealer/reseller will be involved.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products. Our field service team uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Please refers to Section 6 of the pdf. proposal for relevant sole source certifications.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No suspension or Debarment applies to Stryker.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>At Stryker, we owe our achievements to our dedicated employees. Below are some recent honors we've received for our business results, workplace culture and philanthropic activities:</p> <ul style="list-style-type: none"> • 2022 Best Workplaces for Millennials: : Great Places to Work • 2022 Best Workplaces in Manufacturing and Production: : Great Places to Work • 2022 100 Best Companies to Work For: : Great Places to Work • 2022 Best Workplaces Canada: Great Places to Work • 2022 World's Best Workplaces: Great Places to Work • 2022 Don Clifton Strengths-Based Culture Award • 2022 Best Places to Work for LGBTQ+ Equality: 100% Corporate Equality Index • 2021 Military Friendly Employer: Silver • 2021 Reader's Choice A Top 50 Employer: Woman Engineer Magazine • 2021 Reader's Choice A Top 50 Employer: Minority Engineer Magazine • 2022 Companies that Care: People Magazine • 2021 Change the Future: Fortune <p>Please see a full list of company awards at this link: www.stryker.com/us/en/about/awards/awards.html</p>
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>75-80%</p>
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>2-3%</p>
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>NASPO (No Transport on Contract) 2020:\$15.3M, 2021: \$15.4M, 2022: \$15.9M</p> <p>Savvik(Treatment and Transport) 2020: \$5.3M 2021: \$14.2M 2022: \$16.5M</p>
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>GSA Contract: Federal Supply Schedule (FSS) 2020: \$61.6M 2021: \$66.8M 2022: \$51M</p> <p>SOSA Contract: none</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Mount Vernon Fire Dept.	Deborah Norman	(914)490-0131 Email: dnorman@cmvny.com	*
Sable Altura Fire Dept.	Chief Rich Solomon	(303)364-7187 Email: Solomon.Rich@sablealturafire.org	*
Akron Fire and EMS	Chief Chris Karakis	(330)903-1101 (mobile)	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NEW YORK CITY FIRE DEPT AND MED EQUIP	Government	New York - NY	FDNY replaced their Philips defibrillators with LIFEPAK 15s and LIFEPAK CR2s, and replaced Ferno cots with Stryker power stretchers and loading systems.	\$35,697	\$39,767,262	*
NEW YORK CITY OFFICE OF EMER AND MGMT	Government	New York - NY	Purchased LIFEPAK 15 defibrillator/monitors to combat the pandemic.	\$4,707,735	\$23,538,676	*
MIAMI DADE FIRE RESCUE	Government	Florida - FL	Miami Dade replaced 99 LIFEPAK 15 defibrillators in 2021, and replaced 72 power cots in 2022. They purchased 125 LIFEPAK CR2 AEDs in 2022 and added 20 Lucas 3 chest compression devices to their fleet. Miami Dade airport purchased 40 CR2 AEDs, and Miami Dade Fleet Management purchased 50 CR2 AEDs.	\$4,365	\$7,468,898	*
ESCAMBIA COUNTY EMS	Government	Florida - FL	Escambia County purchased 50+ LIFEPAK 15 defibrillator/monitors, 37 Power Pro XT cots, 140 CR2 AEDs, 50 Lucas chest compression devices, and ProCare service plans for all of the above.	\$51,124	\$7,464,160	*
SOUTH DAKOTA DEPT OF HEALTH	Government	South Dakota - SD	SD Statewide LIFEPAK standardization project	\$182,532	\$7,118,773	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>Stryker Emergency Care is committed to providing unmatched professional support through our Sales and Field Service Representatives who are strategically located throughout the U.S. to make us a customer centered organization.</p> <p>Our pre-hospital account manager team is the largest in comparison to our competitors with 291 Emergency Care account managers supporting customer needs. While everyone will be responsive and timely during the purchase process, Stryker has built a model that allows us to truly serve and partner with customers before, during, and after the sales.</p>	*
27	Dealer network or other distribution methods.	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. No dealer or distributor will be involved.	*
28	Service force.	<p>Stryker has made in our Field Service team that provides on-site product maintenance and repair. This team consists of 310 ProCare technicians nationwide and allows us to take the approach of conducting necessary equipment repairs at your location versus requiring you to ship devices in and wait for replacement units.</p> <p>Repairs by the numbers Enhance equipment life: Of those surveyed, 85 percent of EMS customers reported the life of their equipment has been extended because of ProCare Services. Equipment experts: ProCare technicians receive over 200 hours of equipment training, and have an average tenure of 12 years with Stryker. Proactive approach: In 2019, ProCare Services did preventive maintenance inspections on over 83,450 pieces of EMS equipment. Increased efficiency: 86 percent of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services.</p> <p>The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>If ordering Capital Goods</p> <ol style="list-style-type: none"> 1. Customer calls(phone at 800 327 0770 option 1) or emails our Customer Service Team to get the contact information of the account manager for their region. 2. Customer reaches out to Account Manager letting them know what is needed. 3. Account Manager creates quote for items. 4. Customer creates PO meeting all requirements based on the quote. 5. PO is submitted back to the Account Manager 6. Account Manager submits order and confirms with customer. <p>If ordering parts, accessories or disposables:</p> <ol style="list-style-type: none"> 1. Customer can call or email our Customer Service Team for a price quote. 2. PO meeting all requirements is created by customer based on pricing quote. 3. PO emailed in to medicalcustomerservice@stryker.com 4. Customer Service Team would process and send confirmation. <p>If ordering services: Stryker won't be using any distributors / subcontracts for ProCare Contract execution. All work will be done locally or in our factory depot by Stryker employees. Stryker provides copies of work orders describing all work performed, parts used and labor time involved with the repair. Customers can also access on our online ProCare portal should they choose to do so.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Stryker ProCare is the largest on-site OEM team in the pre-hospital space for maintaining, repairing, and serving customers equipment needs in North America. Our competitive difference is that we provide people who handle all device needs at your facilities versus being required to organize, track, box, and ship devices back to corporate headquarters for maintenance and repair.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Stryker is able to provide products and accessories to entities where 3rd party carrier can reach in US.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Not applicable	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stryker is able to serve through the proposed contract throughout the whole US.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There's no additional requirements or restrictions to entities in Hawaii and Alaska. As there is no local Hawaii stock available for these Stryker items and these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Co-op contracts are vital components of Stryker Emergency Care's marketing and sales strategy. The Sourcwell contract will be promoted internally with flyers, a road map, links to our internal marketing database, and education calls with our outside sales team of over 200 representative. For external marketing efforts, we keep a large library of product resources online for customers to easily access: www.stryker.com/us/en/emergency-care/product-resources.html Additionally, we share a library of videos featuring product in-service instructions, best practice tips, survivor stories, and more all available online: www.stryker.com/us/en/emergency-care/news and www.youtube.com/@StrykerEMS1 Please download this file to see a sample of our marketing collateral: https://we.tl/t-4vJsEZkENy	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stryker uses a host of digital marketing efforts to promote our mission of Together, we save lives. We are active on Facebook, LinkedIn and Twitter and use these platforms to connect with our customers and share valuable information regarding our product and educational offerings. We actively optimize our web properties through SEO monitoring and metadata/alt tag updates to provide the most up-to-date information as well as increase our visibility in online searches on both Google and Bing. We also work on improving our website CX to bring the best web experience possible to our customers and prospects. Our digital advertising focuses on connecting our prospective customers with sales reps in an efficient manner that drives quick and meaningful connections to build long lasting relationships built on trust and performance.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Stryker will expect Sourcwell to promote the value and benefits of co-op contracting and what differentiates Sourcwell from other contracting entities in the EMS market. More specifically, we would like for Sourcwell to make members aware of the new contract, what products/services are available, and provide the information about the awardees. Stryker will leverage the contract actively with the appropriate market segment customers through our dedicated team of field representatives that solely serve the EMS, Fire, Ambulance and Education markets. We will also promote the contract internally with active efforts from the Stryker marketing team. We are always open do joint promotions and other marketing efforts.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<ol style="list-style-type: none"> 1. Purchasing agents – Must be approved & registered as user. 2. Documentation – Order confirmation and order status change confirmation 3. History – Order details, purchasing details, shipping status. 4. Pricing – customer contract pricing loaded for all eligible items, list price vs contract pricing views. 5. Payment options – Purchase orders, credit cards (Visa, MC, Amex). 6. Subscription re-ordering 7. Favorites list. 9. Returns – Form to initiate returns. 10. Support – Telephone & email available. 11. Notifications – Email notifications when out of stock items are back in stock. 12. Security – Meets PCI Data security standards. <p>Please visit our store at https://stryker-corporation-emergency-care.mybigcommerce.com/. Preview code: f6lxvznsf is needed to access the website.</p> <p>Government customers often use these web sources to purchase products: GSA eBuy and ECAT (Electronic Catalog).</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As one of the world's leading medical technology companies, we are driven to make healthcare better by creating innovative products and services that improve patient outcomes. To deliver the full potential of these innovations, customers must be trained on their safe and effective use. We support care team member learning in many parts of the world through a full range of virtual trainings on our MedEd portal, including trainings delivered in virtual reality. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources. In addition, training is included with equipment purchase. With over 291 Emergency Care account managers, 310 field service representatives, 15 field clinical specialists, we ensure every customer has access to personalized, hands-on training across the communities we serve.
41	Describe any technological advances that your proposed products or services offer.	Stryker Emergency Care pioneered external defibrillation over 68 years ago and today continues to be the world market leader. LIFEPAK 15, the only monitor on market with ability to deliver over 200J Energyseries, offers 360J Biphasic Energy (Stryker Exclusive)
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We are committed to reducing our environmental impact on the world through responsible, sustainable operations. In 2022, we reduced carbon emissions by 20 percent for all Stryker facilities compared to a 2019 baseline. We have made a commitment to becoming carbon neutral for all Stryker facilities by 2030 and powering 100 percent renewable electricity by 2027.</p> <p>The local Stryker Environmental Alliance chapters identify environmental opportunities at each site.</p> <p>Stryker is also proactively working to reduce both what we use and what we leave behind. We're tracking our progress and installing global reporting systems, setting goals for manufacturing and looking at our use of resources across the business. We're also partnering with our customers to reduce what is left behind in landfill waste and grow resources that will help the planet, like national forests.</p> <p>Stryker has also made a commitment to be Carbon neutral for all facilities by 2030 - https://www.stryker.com/content/m/c/2020-comprehensive-annual-report/performance-and-governance/corporate-responsibility-strategy.html</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Stryker is committed to achieving excellence as an environmental steward by conserving natural resources, promoting energy efficiency and eliminating waste. Our goal is to divert the highest possible amount of materials from the landfill through recycling. We strive to meet or exceed all relevant laws, regulations and other environmental legislation which are applicable to our business like e-waste and universal waste. Physio-Control strives to address chemicals of concern, and is RoHS, WEEE and battery directive compliant and conducts bio-compatibility testing on targeted materials. For additional information, please refer to:</p> <p>Corporate Responsibility: https://www.stryker.com/us/en/about/corporate-responsibility.html</p> <p>Stryker Recycling: https://www.strykeremergencycare.com/recycling/</p>

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Stryker Corporation does not hold any of the referenced certifications but we are committed to partnering with and providing opportunities for suppliers that do (http://www.stryker.com/en-us/corporate/AboutUs/SupplierDiversity/index.htm). Stryker is increasing the representation of disability-, LGBTQ-, minority-, veteran and women-owned businesses and small businesses in our supply chain and we engage suppliers that reflect the diversity of our customers and their patients, our employees and our communities. We are continually working to promote and facilitate diverse supplier engagement as a component of our overall corporate responsibility efforts. In 2022, Stryker's North American spend was over \$300M with diverse-owned businesses and over \$890M with small businesses.</p> <p>Examples include: Disability Owned Business Enterprise (DOBE), Lesbian, Gay, Bisexual, Transgender Owned Business Enterprise (LGBTBE), Minority Owned Business Enterprise (MBE), Veteran Owned Business Enterprise (VBE), Woman Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Historically Underutilized Business (HUBZone), Service-disabled Veteran Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB), and Woman Owned Small Business (WOSB).</p> <p>Stryker Supplier Diversity</p> <p>We are also committed to serving our communities and creating a healthy, diverse, equitable and inclusive workplace where employees thrive. Stryker has several employee resource groups (ERG) that promote a culture of inclusion and belonging by amplifying our diversity, equity, and inclusion initiatives – with a focus on supporting and enhancing career development and providing education in the work environment.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Stryker Women's Network (SWN): fostering an open and inclusive culture with a focus on attracting, developing, and retaining talented women • Women in Science and Engineering (WISE): accelerating growth of women in Stryker with technical expertise • Stryker's Allies for Equality (SAFE): championing LGBTQ authenticity at work • Stryker's African Ancestry Network (SAAN): making Stryker a career destination for Black employees • Stryker's Emerging Professionals (SEP): engaging and inspiring the next generation • SOMOS Hispanic/Latinx network: celebrating diversity while advocating for the Hispanic/Latinx community • Stryker's Veterans Association (SVA): supporting, recruiting, developing, and retaining veteran employees while giving back to our military communities • Allies for All Abilities (3A): positively changing the lives of employees, families, and communities with visible and invisible disabilities • Asian Community Empowerment (ACE): promoting Asian cultural diversity and professional development <p>Stryker Employee Resource Groups</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>What can you expect from a partnership with Stryker:</p> <ul style="list-style-type: none"> • Harness the power of a systems-based approach: One integrated system of equipment, devices and data empowers your teams to improve clinical care and enhances operational performance. • Depend on Stryker's technology: Drive better care with resuscitation technology like the LIFEPAK 15 monitor/defibrillator and the LUCAS 3 chest compression system integrated with Stryker's data solutions. With easy access to support and continuing education, rely on us as the innovative partner you trust most. • Overcome the challenges you face every day: From event scenes and long-distance patient transport to tight budgets and complex documentation, rely on a trusted system from Stryker to stay ready, respond effectively and review quickly for ongoing performance improvement. • Readiness: Handle your team's demands with insight into performance, readiness, systems and equipment, turning data into measurable improvement. • Response: Enable more effective care with an integrated system of equipment, CPR devices, monitor/defibrillators and data solutions that help improve your ability to handle time-dependent emergencies like cardiac arrest, STEMI, stroke or sepsis and other emergent care needs. • Review: Automatically access or share data, review performance, and identify improvements so your team can work more efficiently, stretch budgets and streamline billing. <p>What you can expect from our products:</p> <ul style="list-style-type: none"> • Power-PRO Ambulance Cot and Power-LOAD Fastener System: Stryker collaborates closely with customers to design and develop transport equipment to help reduce caregiver injury and increase patient care. Powered transport equipment can help with some of the common challenges facing EMS today including obesity, medic shortage and medic retention. Stryker offers a program that financially guarantees at least a 50% reduction in cot-related injuries pertaining to raising, lowering, loading and unloading cots and 100% reduction in missed safety hooks while unloading cots with Stryker's powered cot and Power-LOAD powered cot fastener in full power operation. If not, Stryker will refund the price paid for the powered cots and Power-LOAD cot fastening systems. • LIFEPAK 15 Monitor/Defibrillator, LIFEPAK CR2, and LIFEPAK 1000 Defibrillator: Depend on durable, reliable, and easy-to-use LIFEPAK monitor/defibrillators. Provide high energy quickly (only monitor to deliver energy up to 360j to help difficult to defibrilate patients), monitor patient information such as EtCO2, SpO2, SpMet and send data ahead to the receiving caregiving team to save time, ease handoffs and help drive improved patient outcomes. • LUCAS 3 Chest Compression System: Contribute to improved cardiac arrest outcomes with the LUCAS 3, v3.1 chest compression system. CPR quality, consistency and continuity matter. Provide Guidelines-compliant compressions — in most working conditions — while freeing responders to safely focus on assessment, care and transport. • McGRATH MAC Video Laryngoscope: Improve the view and gain better guidance for placement to reduce intubation difficulty. Enhance airway management with one durable, easy-to-use and cost-effective device. Maximize visualization of the airway with the McGRATH MAC video laryngoscope. • LIFENET System: Drive better care with the LIFENET System. Alert the receiving providers, share patient data and capture information to enhance team efficiency. • CODE-STAT Data Review Software and Service: Drive improved performance with data review software and services. Enhance quality and efficiency when you can easily access, share, analyze and review data from any LIFEPAK device. Customize documentation and gain advanced reporting for the insights you need to improve care, team performance and operational efficiency. • ProCare Services: When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With ProCare, you can count on trusted field-based experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives. We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.
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Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Please refer to Stryker Limited Warranty for details.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, if the product is modified or used in a way that is not part of the instructions for use, it may affect warranty coverage. Reference the Operations and Maintenance manuals for proper usage. Please visit this link to see a detailed warranty description of Stryker's Emergency Care products: https://techweb.stryker.com/Terms_Conditions/Warranty/Warranty_and_Compliance_Statement_Emergency_Care_2022.pdf
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No for US. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Stryker is the original equipment manufacturer and will be the only factory authorized service provider with access to proprietary software necessary to perform proper maintenance and repairs. No items made by other manufacturers will be offered in this proposal.
51	What are your proposed exchange and return programs and policies?	If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product. Stryker will provide an RMA and accept the return of any product under any of the following circumstances: a) Stryker shipped the product in error; b) Customer received the product after the product's expiration date; c) Customer received the product in a damaged condition; d) The product is recalled and must be removed from the market; or e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply). Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.
52	Describe any service contract options for the items included in your proposal.	Service contracts will be available for all equipment included with this bid. Service contracts include: 2-hour call back time, 24-72 hour repair turnaround, a Stryker-trained service specialist, Service parts, labor, and travel, Preventive maintenance, Proper PM documentation for Joint Commission, DNV, CMS, Dedicated service representative. (Service flyer included with bid proposal)

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Through Stryker's Flex Financial business, we provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase - enabling you to acquire our full portfolio of products. Ask your Sales Representatives for assistance in finding the financial solution that best fits your needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Samples of Work orders have been uploaded to the required section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ACH is our preferred payment method.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List price is established by three primary inputs: <ul style="list-style-type: none"> - Cost of goods/manufacture - Customer's willingness to pay - Competitive/market pressure Standard/list pricing and the Sourcewell discounted price are included in the pdf proposal and uploaded as a separate attachment in the pricing Section as required.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is based on the category of the products, ranging from 10% to 40% discount. Please refer to the pdf proposal or separate pricelist for details.
59	Describe any quantity or volume discounts or rebate programs that you offer.	No special discounts or rebate programs will be offered. Products or services will be sold at the discount level as advised in the pdf price list.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products or services are quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through https://www.stryker.com/us/en/emergency-care/contact.html for advice.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be prepaid and added to the invoice. Sales tax applies if applicable. No additional charges for pre-delivery inspection, installation, set up, mandatory training, or initial inspection.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges depend on the method of shipping customer chooses and the total dollar amount of the order. Freight value will be advised at check out, prepaid and added to the invoice.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As there is no local Hawaii or Alaska stock available for these Stryker items, these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for freight, shipping and delivery terms
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All equipment and accessories will be sold directly through Stryker and shipped through 3rd party carriers. No special distribution channel will be used.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Stryker is aware that the pricing proposed here may vary from other publicly available pricing. We hope there is understanding in the marketplace that with the current and unprecedented economic environment, Stryker has had to make pricing adjustments.</p> <p>The pricing posed here is not a growing profit center for Stryker but is based on global economic changes, inflation, and dramatic increases in transportation, materials, and labor costs. Pricelists publicly available are likely under review and negotiated under different circumstances.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Stryker employs a contract coordinator position tasked with post-award management of contract requirements, including sales reporting and sales administration fees.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Stryker will utilize annual revenue generated by this contract and view success as consistent year over year growth.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to the proposal that is uploaded to the portal.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All products and services is included in the proposal.

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Cardiac monitors, defibrillators	<input checked="" type="radio"/> Yes <input type="radio"/> No	LIFEPAK 15
72	Automated External Defibrillator (AED) used by emergency responders	<input checked="" type="radio"/> Yes <input type="radio"/> No	LIFEPAK CR2, LIFEPAK 1000 HearSine
73	CPR Assist Devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	LUCAS 3
74	Patient movement devices and systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Stryker transport products
75	Critical Care assist equipment such as IV pumps, ventilation equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	<input type="radio"/> Yes <input checked="" type="radio"/> No	
79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes

80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Stryker offers an e-procurement website where customers may directly purchase accessories and disposables. To order 24/7 at our store at https://shop.stryker.com/.</p> <p>All training is included for all purchased equipment. We recommend that all personnel attend training on the equipment to understand the full benefits and features of the equipment. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources, or contact your Account Manager for specific needs.</p> <p>Each sold equipment includes installation guide. Call Stryker service at 1-800-327-0770 if you need help after installation.</p> <p>Stryker offers Limited Warranty at no charge as stated in Section 4 of the pdf. proposal. Additional year of coverage provided via ProCare Service is optional and the cost is included in this quote. Packages are available for all emergency equipment including cots, chairs, fasteners, chest compression systems, defibrillators and monitors. Contact your account manager or visit stryker.com/procare to learn more about our comprehensive service plans.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Stryker Sourcewell Price File FINAL.pdf - Friday April 14, 2023 13:37:10
 - [Financial Strength and Stability](#) - 2023. 02 Stryker SEC Report.pdf - Wednesday April 05, 2023 00:06:58
 - [Marketing Plan/Samples](#) - Samples of Marketing Materials (1).zip - Wednesday April 05, 2023 00:23:25
 - [WMBE/MBE/SBE or Related Certificates](#) - stryker-2022-comprehensive-report.pdf - Tuesday April 11, 2023 20:00:40
 - [Warranty Information](#) - 2023.02 Stryker Emergency Care Warranty.pdf - Tuesday March 21, 2023 16:02:35
 - [Standard Transaction Document Samples](#) - Stryker Sample--Work Order Service Report_Redacted.pdf - Tuesday April 11, 2023 20:09:02
 - [Upload Additional Document](#) - 2023. 04 Sourcewell EMS Equipment RFP Proposal _Stryker.pdf - Friday April 14, 2023 13:41:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maggie Wang, Associate Manager, Bids & Proposals, Stryker Sales, LLC, through its Medical Division

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_RFP_041823_Critical_Care_EMS Tue April 11 2023 09:23 AM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_041823_Critical_Care_EMS Wed April 5 2023 04:50 PM	<input checked="" type="checkbox"/>	1
Addendum_7_RFP_041823_Critical_Care_EMS Tue April 4 2023 08:26 AM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_041823_Critical_Care_EMS Wed March 29 2023 04:03 PM	<input checked="" type="checkbox"/>	1
Addendum_5_RFP_041823_Critical_Care_EMS Thu March 23 2023 03:39 PM	<input checked="" type="checkbox"/>	1
Addendum_4_RFP_041823_Critical_Care_EMS Wed March 22 2023 06:32 PM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_041823_Critical_Care_EMS Thu March 9 2023 03:32 PM	<input checked="" type="checkbox"/>	2
Addendum_2_RFP_041823_Critical_Care_EMS Tue March 7 2023 07:36 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_041823_Critical_Care_EMS Fri March 3 2023 02:40 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 041823-STY**

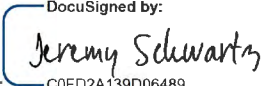
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend its response to Question 27 of the Proposal, now reserving the right to periodically approve certain Distributors (as described in Article 2.C.) on a case-by-case basis as needed from time to time.

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

Sourcewell

By: 
DocuSigned by:
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

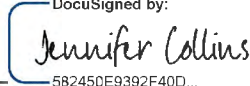
Date: 12/23/2023 | 1:07 PM CST

Approved:

By: 
DocuSigned by:
48BAF71B0894454...
Chad Coquette, Executive Director/CEO

Date: 12/23/2023 | 8:38 PM CST

Stryker Sales, LLC

By: 
DocuSigned by:
582450E9392F40D...
Jennifer Collins

Title: Manager, Strategic Pricing & Contracts

Date: 12/22/2023 | 2:19 PM CST

**AMENDMENT #2
TO
CONTRACT # 041823-STY**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend the Contract’s Proposal to modify its discount structure.

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

Line item 58 in “Table 11: Pricing and Delivery” of the Proposal is deleted in its entirety and replaced with the following:

“Pricing is based on the category of products, ranging from 8% to 40% discount. See the price list for details.”

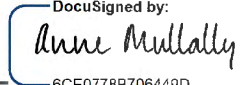
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By:  _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 10/14/2024 | 2:16 PM CDT

Stryker Sales, LLC

DocuSigned by:
By:  _____
6CE0778B706449D...
Anne Mullally, VP and General Manager

Date: 10/14/2024 | 11:10 AM PDT



Office of the Finance Director

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

MARB Contract Form

Contract Name	ARPA Funded Training – Advanced RIT Rescue, Fireground Ops, & Roof Operations			
City Agency	West Shore Fire District, Allingtown Fire District & West Haven Fire District			
Vendor Utilized	See the description			
Address				
City, State, Zip				
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Sole Source – See attached letter (for both vendors)			
No of Bid/RFP Respondents				
Quote No('s) if applicable				
Source of Funds	ARPA Project #2023-001			
Quantity		Price Per Set:	Total Price	\$300,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>The request for MARB approval is to approved training and personnel cost. The MARB approval request is to spend the \$300,000 allocated for additional firefighter training as follow:</p> <p>Vendor Payable: Flash Fire Industries \$24,000 Training for fire ground Ops</p> <p>Vendor Payable: Flash Fire Industries \$30,000 Training for advanced RIT scenarios.</p> <p>Vendor Payable: Forge Fire & Company \$47,800 Training and equipment</p> <p>Vendor Payable: West Shore Fire District. \$66,066 Estimated payroll cost for shift coverage during training</p> <p>Vendor Payable: Center Fire District. \$66,066 Estimated payroll cost for shift coverage during training</p> <p>Vendor Payable: Allingtown Fire District \$66,066 Estimated payroll cost for shift coverage during training</p>			
Department Submission [Name and Title]	James P. O'Brien – Chief, Steve Scafariello – Chief, & Michael R. Terenzio – Chief			
Finance Review and Submission [Name and Title]				



Office of the Finance Director

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

ARPA Funding approved June 2024 for additional FF Training: \$300,000

Usage of Funding:

Training Services:

Advanced RIT Rescue Training \$24,000 – 1 day session x 4 deliveries

Fire ground operations (RIT, TIC, Flash over) \$30,000 - 1 day session for \$6,500 X 4 deliveries

Roof Operations for reusable roof training equipment \$47,800

Total Training budget \$101,800

Personnel Services:

The estimated cost is for 28 members covered @ \$17,520 per day, plus department required benefits (MERS) @ \$3,800. The total of \$21,320, times 4 shifts equate to \$85,280, per training. Based on the available budget, the city would reimburse each fire district up to \$66,066 in personnel coverage during the training periods.

Total Personnel Cost \$198,198



Office of the Finance Director

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

IMPORTANCE OF TRAINING FIREFIGHTERS FOR RESCUE, FOREGROUND, AND ROOF OPERATIONS

Training firefighters for specialized rescue, foreground, and roof operations is essential to ensuring they have the skills, knowledge, and confidence to perform complex tasks safely and effectively. Here's why training in these areas is crucial:

1. **Rescue Operations – Life-Saving Skills in Critical Situations**

Effective rescue operations require firefighters to be trained in rapid search and rescue techniques, extrication, and victim stabilization. Rescue training enables firefighters to navigate challenging environments—like collapsed buildings or confined spaces—and carry out rescues with precision, potentially saving lives in situations where every second counts.

2. **Foreground Operations – Coordinated Teamwork in High-Stress Scenarios**

Foreground operations involve working as a coordinated unit to contain and suppress fires. Training in these skills prepares firefighters to handle hoses, manage water flow, maintain communications, and stay organized under pressure. A well-trained team can control fire spread more effectively, reducing damage to property, minimizing environmental hazards, and enhancing overall safety.

3. **Roof Operations – Safely Ventilating to Control Fires**

Roof operations require firefighters to ventilate structures by cutting or opening the roof, which helps reduce heat, smoke, and toxic gases inside. Roof operations are high-risk, involving the potential for structural collapse, and require skill in using equipment like axes, saws, and safety harnesses. Proper training ensures firefighters can assess roof integrity, operate safely, and make ventilation decisions that protect both occupants and fellow firefighters below.

4. **Hazard Awareness and Risk Reduction**

Each of these operations comes with unique hazards, from exposure to falling debris during roof work to navigating zero-visibility areas during rescues. Training teaches firefighters to identify potential risks, use equipment correctly, and follow protocols that reduce injury risks. This knowledge can mean the difference between a controlled operation and an unforeseen accident.

5. **Enhanced Problem-Solving and Decision-Making Abilities**

These operations often demand split-second decision-making and adaptive problem-solving. Training exposes firefighters to realistic scenarios, where they can practice making quick, strategic decisions in controlled environments. Over time, this builds their confidence and capability to respond effectively, even in unpredictable situations.

6. **Team Cohesion and Improved Communication**

Training for rescue, foreground, and roof operations requires team-based exercises, fostering strong communication and trust among firefighters. This cohesion is crucial on actual calls, as firefighters must work seamlessly together, understand each other's roles, and rely on each other to perform safely and effectively.

7. **Compliance with Safety and Operational Standards**

Training ensures firefighters meet the latest safety standards and guidelines, which are constantly updated to reflect new technology and emerging hazards. Departments that provide regular training in these areas ensure they remain compliant with national standards (e.g., NFPA), maintaining safety and accountability.



Office of the Finance Director

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

8. **Improved Public Confidence and Community Trust**

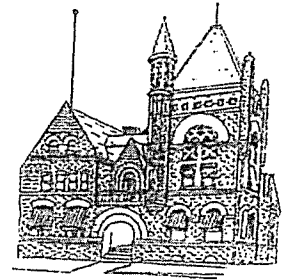
Firefighters who are well-trained in specialized operations are more capable of protecting their communities. When residents know their firefighters are skilled in rescue, foreground, and roof operations, it strengthens public confidence in the fire department and builds trust that these professionals are prepared to protect lives and property.



Dorinda Borer
Mayor

Office of the Mayor

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



City Hall
1896-1968

To: Municipal Accountable Review Board Members
From: Mayor Dorinda Borer
Date: June 19, 2024
Subject: ARPA Funding-Firefighter Hazard Pay

Below is a modified request with respect to the original \$1,000,000 for Hazard Pay for the West Haven Firefighters. These new allocations have been approved by the union and Administration.

Original Proposal

Hazard Pay: \$10,000 per approximately 100 firefighters COVID
Total: \$1,000,000

Revised Proposal

Hazard Pay: \$2,500 per firefighter @ approximate \$250,000
Additional FF Training: \$300,000
Turn Out/Cancer Gear: \$300,000
Reallocation back to ARPA for reconsideration of community projects: \$150,000
Total: \$1,000,000

Thank you in advance for your consideration.

ESTIMATE

Flash Fire Industries
38 Carmen Lane
Monroe, CT 06468

flashfireindustries@gmail.com
+1 (203) 258-8984
flashfireindustries.com



Bill to
West Haven Fire Department

Ship to
West Haven Fire Department

Estimate details

Estimate no.: 1750
Estimate date: 10/22/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Burn Trailer	Fireground Ops - Including 8 hour flashover and thermal imaging program. Quote includes all delivery, instruction, consumables, logistics, and use of mobile burn trailer. Cost is for four sessions -up to 28 students per session.	1	\$24,000.00	\$24,000.00
					Total	\$24,000.00

Accepted date

Accepted by

ESTIMATE

Flash Fire Industries
38 Carmen Lane
Monroe, CT 06468

flashfireindustries@gmail.com
+1 (203) 258-8984
flashfireindustries.com



Bill to
West Haven Fire Department

Ship to
West Haven Fire Department

Estimate details

Estimate no.: 1751
Estimate date: 10/22/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Advanced RIT Scenarios	Advanced RIT Scenarios including both live fire and non-live fire "collapse" scenarios. Price is for all four sessions - up to 28 students per session, and includes all logistics, consumables, delivery, and instruction. Flash Fire will utilize both our live fire trailer as well as our dumpster to create realistic scenarios challenging RIT crews.	1	\$30,000.00	\$30,000.00
Total						\$30,000.00

Accepted date

Accepted by



38 Carmen Lane

Monroe, CT 06468

(203) 258 - 8984

Dan@flashfireindustries.com

To Whom It May Concern,

This letter is to certify that Flash Fire Industries is the sole source provider of a mobile Class A burn trailer / flashover / fire behavior simulator in the state of CT. Flash Fire, to our knowledge, is the only company that can offer a mobile option for fire behavior, flashover, and thermal imaging camera training that includes live Class A fire.

With the delivery of our program, we provide the following:

- Instruction
- Logistics Personnel
- All consumables
- Mobile Burn Trailer
- Demo Thermal Imagers to supplement the training

For "Advanced RIT" Flash Fire will also utilize our mobile platforms of trailers and dumpster to create a realistic live fire and "Collapse" scenario for Advanced RIT training. There are no other competitors that have mobile props for RIT available within the state to our knowledge.

Should you require any additional information or have any questions, please do not hesitate to reach out to me.

Sincerely,
Daniel Gordon



Forge Fire & Company

Todd Shepherd
Business Number 614-403-0833
3844 Pleasant Hill Rd
Perrysville, Ohio 44864
forgefireandcompany.com
carie@forgefireandcompany.com

ESTIMATE
EST0904

DATE
10/22/2024

TOTAL
USD \$47,800.00

TO

West Haven FD

Capt Jacob Urban
366 Elm St West Haven, CT 06477
203-444-4350
jurban@westhavenfiredept.com

DESCRIPTION	RATE	QTY	AMOUNT
24' Commercial Trailer - 8'x24' - 10k-14k GVWR - ramps - large toolbox	\$10,100.00	1	\$10,100.00
APEX roof cut prop (Adjustable pitch) - 8' x 8' cut area. - Hangers accept 2x4, 2x6, 2x10 w/quick pins - Modular construction - Flat, 5:12, 9:12 & 16:12 pitching - Drywall punch capabilities	\$12,000.00	2	\$24,000.00
Apex mounting Brackets and mounting package.	\$2,000.00	2	\$4,000.00
Trailer jack stabilizers	\$400.00	4	\$1,600.00
Labor	\$5,700.00	1	\$5,700.00
Shipping	\$2,400.00	1	\$2,400.00
TOTAL			USD \$47,800.00



Office of the Finance Director

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

MARB Contract Form

Contract Name	USDA Abatement and Demolition				
City Agency	City of West Haven				
Vendor Utilized	New England Yankee Construction LLC (NEYC LLC)				
Address	34 High Street				
City, State, Zip	West Haven, CT 06516				
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2025-26] <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	6				
Quote No('s) if applicable	Stamford Recking Company \$489,100. J+J Brothers \$247,485. Ludlow Associates \$297,676. \$NEYC LLC \$262,831. BestTech \$269,000. SrR Construction \$671,875				
Source of Funds	USDA NRCS funding				
Quantity	N/a	Price Per:	N/a	Total Price	\$262,831.00
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>This contract with NEYC LLC is to abate and demolish 8 homes in the City. The activity is funded through a 2021 grant contract with the United States Department of Agriculture's (USDA) National Resource Coalition Services (NRCS) program for floodplain easements (FPE). The purpose of the program is to restore water retention in flood-damaged areas of the City. 8 property owners opted into the program and sold their homes to the City, who then hired an engineering firm to develop abatement and demolition specs. The City used these specs to put the demolition work out to bid, and selected NEYC LLC to complete the project due to their undersading of the federal guidelines, work scope, and ability to produce a clear schedule.</p>				
Department Submission [Name and Title]	Grants Department, Olivia Bissant – Grant Writer				
Finance Review and Submission [Name and Title]					

STATEMENT OF WORK

2. BID FORM

**CITY OF WEST HAVEN INVITATION TO BID
ABATEMENT AND DEMOLITION OF CEMENT
STRUCTURES**

BID # 2025-26

BID FORM

<i>Address:</i>	<i>Abatement</i>	<i>Demolition</i>	<i>Backfill</i>	<i>SUBTOTAL</i>
<u>330 Peck Ave</u>	\$6,532	\$13,572.00	\$11,971.00	\$32,075.00
<u>304 Peck Ave</u>	\$1,841	\$6,675.00	\$5,888.00	\$14,404.00
<u>158 Jones St</u>	\$11,453.00	\$16,020.00	\$14,130.00	\$41,603.00
<u>120 Brown St</u>	\$2,659.00	\$12,460.00	\$10,990.00	\$26,109.00
<u>52 Marion St</u>	\$25,504.00	\$18,245.00	\$16,092.00	\$59,841.00
<u>42 Marshall St</u>	\$13,054.00	\$15,130.00	\$13,345.00	\$41,529.00
<u>39 Marshall St</u>	\$0.00	\$11,125.00	\$9,813.00	\$20,938.00
<u>37 Third Ave</u>	\$4,806.00	\$11,437.00	\$10,088.00	\$26,331.00
<u>SUBTOTAL</u>	\$65,850.00	\$104,664.00	\$92,317.00	\$262,831.00

TOTAL LUMP SUM

PRICE:

\$ 262,831.00

TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS

Company Name

New England Yankee Construction, LLC

Contact Christopher Godek

Address

34 High Street, West Haven, CT 06516

Phone

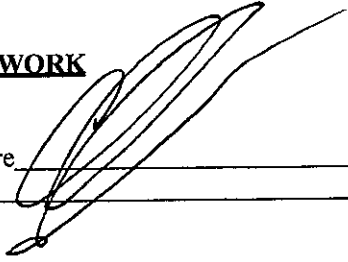
Number (203) 284-9972

Email CGodek@neycllc.com

STATEMENT OF WORK

Signature _____

Date 9/12/2024



RESIDENTIAL STRUCTURE DEMOLITION and SITE FINISHING

DESCRIPTION

The work consists of all labor, equipment, materials, services, insurance, permits, licenses, notifications and other incidentals necessary and proper to demolish residential building(s), other residential on-site structures, remove building debris and all other miscellaneous environmental items on sponsor identified site(s). The procedures to be followed in accomplishing the demolition and site clearance under the provision of this Section of the work include the following:

1. Lead Characterization for demolition & disposal purposes
2. Mobilization/Demobilization
3. Site Preparation
4. Haz-Mat handling and removal
5. Stripping of structures
6. Demolition of structures
7. Disposal and dumping (including hazardous materials)
8. Decommissioning of septic system
9. Clean-Up
10. Site grading and shaping
11. Seeding and Topsoil
12. Vegetation restoration

The following identified items are covered under this statement of work:

1. The residence or apartment building, garage, building debris, fences, fire pits, woody debris/structures, any outbuildings or other structures, including the foundation for such structures, must be stripped, demolished, removed from the site, and disposed of properly.
2. All impervious surfaces (blacktop, concrete, asphalt, patio block etc.) shall be removed and the area graded and shaped to allow sheet flow of rain runoff until vegetative establishment.
3. Vegetative establishment shall consist of planting grass and mulching.

MOBILIZATION/DEMOBILIZATION

Mobilization and demobilization shall be in accordance with *Construction Specification 408 – Mobilization and Demobilization* (attached).

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

New England Yankee Construction, LLC
34 High Street
West Haven, CT 06516

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

University of Connecticut
25 LeDoyt Road
Storrs, CT 06269

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

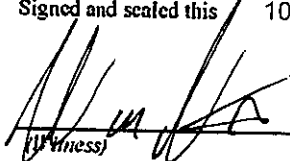
Jones Annex Remediation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

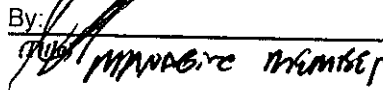
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

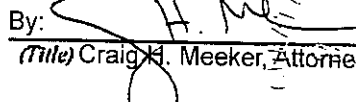
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of September, 2024.


(Witness)

New England Yankee Construction, LLC
(Principal) (Seal)

By: 
(Title) Insurance Member
Great Midwest Insurance Company
(Surety) (Seal)

By: 
(Title) Craig H. Meeker, Attorney-in-Fact



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Craig H. Meeker**

Surety Bond No: Bid Bond
Principal: New England Yankee Construction, LLC
Obligee: University of Connecticut

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

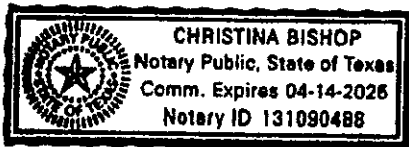


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 10th Day of September, 2024.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misceding, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



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:	New England Yankee Construction, LLC
Address:	34 High Street, West Haven CT, 06516
Telephone and/or Fax #:	
Email Address:	AP@NEYCLLC.com
Contact Person:	Chris Godek

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	Connecticut	County of	New Haven
I,	Chris Godek	being first duly sworn, hereby deposes and says that:	
	(type or print your name above)		
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	New England Yankee Construction, LLC	Insert Company Name above
2b.	Or I am an individual and my name is:		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		
4b.	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 #:		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).		

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			
2			

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			
2			

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		
2		

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			
2			

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):

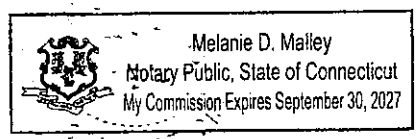
TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		

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:		<i>Melanie D. Malley</i> MEMBER	
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:		<i>Melanie D. Malley</i>	
Subscribed and sworn to, before me on this:		12 th Day of	September 2024
My Commission Expires:		September 30, 2027	

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.)



PROPOSERS NON COLLUSION AFFIDAVIT FORM

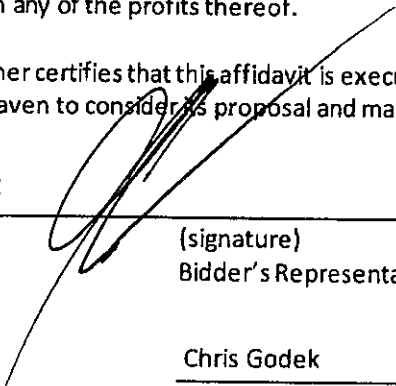
The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (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 full disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

New England Yankee Construction, LLC

Legal Name of Bidder



(signature)

Bidder's Representative, Duly Authorized

Chris Godek

Name of Bidder's Authorized Representative

Owner

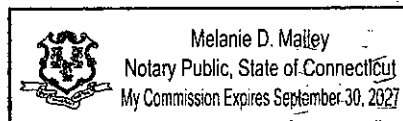
Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 12th day of September, 2024.

Melanie D. Matley

Notary Public

My Commission Expires: September 30, 2027



SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. **The same unit price shall apply whether the work is added or deducted.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Unit Prices in accordance with the following schedule will apply to this Contract.

Item No. 1 – LARGE CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS ABATEMENT (>750-2,500 SF of material removal)

\$ 2,800.00 per containment

Item No. 2 – PAPER WRAP ON METAL CEILING REMOVAL AND DISPOSAL AS ACM

\$ 9.10 per square foot

Item No. 3 – CEMENT SHINGLE SIDING REMOVAL AND DISPOSAL AS ACM

\$ 6.65 per square foot

Item No. 4 – CHIMNEY MASTIC/TAR REMOVAL AND DISPOSAL AS ACM

\$ 30.00 per square foot

END OF SECTION 01 22 00

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. **The same unit price shall apply whether the work is added or deducted.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Unit Prices in accordance with the following schedule will apply to this Contract.

Item No. 1 – LARGE CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS ABATEMENT (>750-2,500 SF of material removal)

\$ 2,800.00 _____ per containment

Item No. 2 – DOOR CAULK REMOVAL AND DISPOSAL AS ACM

\$ 40.00 _____ per linear foot

Item No. 3 – CHIMNEY FLUE CEMENT/MUD REMOVAL AND DISPOSAL AS ACM

\$ 50.00 _____ per square foot

Item No. 4 – CEMENT BOARD (TRANSITE), REMOVAL AND DISPOSAL AS ACM

\$ 6.65 _____ per square foot

END OF SECTION 01 22 00

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. **The same unit price shall apply whether the work is added or deducted.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Unit Prices in accordance with the following schedule will apply to this Contract.

Item No. 1 – LARGE CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS ABATEMENT (>750-2,500 SF of material removal)

\$ 2,800.00 per containment

Item No. 2 – WHITE SINK UNDERCOATING REMOVAL AND DISPOSAL AS ACM

\$ 55.00 per square foot

Item No. 3 – CHIMNEY TAR SEALANT REMOVAL AND DISPOSAL AS ACM

\$ 35.00 per square foot

END OF SECTION 01 22 00

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. **The same unit price shall apply whether the work is added or deducted.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Unit Prices in accordance with the following schedule will apply to this Contract.

Item No. 1 – LARGE CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS ABATEMENT (>750-2,500 SF of material removal)

\$ 2,800.00 per containment

Item No. 2 – 9” TAN FLOOR TILES REMOVAL AND DISPOSAL AS ACM

\$ 6.85 per square foot

END OF SECTION 01 22 00

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. **The same unit price shall apply whether the work is added or deducted.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Unit Prices in accordance with the following schedule will apply to this Contract.

Item No. 1 – LARGE CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS ABATEMENT (>750-2,500 SF of material removal)

\$ 2,800.00 per containment

Item No. 2 – FOUNDATION DAMPPROOFING REMOVAL AND DISPOSAL AS ACM

\$ 20.00 per square foot

Item No. 3 – ROOFING TAR SEALANT REMOVAL AND DISPOSAL AS ACM

\$ 7.60 per square foot

END OF SECTION 01 22 00

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. **The same unit price shall apply whether the work is added or deducted.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Unit Prices in accordance with the following schedule will apply to this Contract.

Item No. 1 – LARGE CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS ABATEMENT (>750-2,500 SF of material removal)

\$ 2,800.00 per containment

Item No. 2 – CEILING PAINT, SWIRLS TEXTURE REMOVAL AND DISPOSAL AS ACM

\$ 6.80 per square foot

Item No. 3 – CEILING AND WALL JOINT COMPOUND REMOVAL AND DISPOSAL AS ACM

\$ 6.80 per square foot

Item No. 4 – LINOLEUM FLOORING REMOVAL AND DISPOSAL AS ACM

\$ 8.78 per square foot

END OF SECTION 01 22 00

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the project Scope of Work is altered.
- B. Unit prices include material, any direct or indirect expenses of the Contractor or Sub-Contractor, profit, insurance, bonding, and any applicable taxes. **The same unit price shall apply whether the work is added or deducted.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Unit Prices in accordance with the following schedule will apply to this Contract.

Item No. 1 – MEDIUM CONTAINMENT PREPARATION TO ENCLOSE ASBESTOS ABATEMENT (>250-750 SF of material removal)

\$ 2,000.00 per containment

Item No. 2 – 9” FLOOR TILES REMOVAL AND DISPOSAL AS ACM

\$ 6.95 per square foot

Item No. 3 – TRANSITE SIDING SHINGLES REMOVAL AND DISPOSAL AS ACM

\$ 6.65 per square foot

END OF SECTION 01 22 00



State of Connecticut
Department of Administrative Services
Office of State Fire Marshal

This Certificate is issued in Accordance with Connecticut General Statute's section 29-402 inclusive,
by the Commissioner of the Connecticut Department of Administrative Services, which is non-transferable to:

New England Yankee Construction

Licensed as a

DEMOLITION CONTRACTOR

Located at

PO Box 5395 Milford, CT 06460

Designated Technical Expert: Christopher Godek

License No: DMCR.001685

License Class: CLASS A

Issuance Date: **10/01/2023**

Expiration Date: **09/30/2024**

Class A License is required for the demolition of any structure or portion thereof greater than two and one-half stories or 35 feet in height.

Class B License is required for the demolition of any structure or portion thereof equal to or less than two and one-half stories or 35 feet in height.

A handwritten signature in black ink, appearing to read "Michelle H. Gilman".

Michelle H. Gilman
Commissioner



NEW ENGLAND YANKEE CONSTRUCTION LLC
PO BOX 5395
MILFORD CT 06460-0705



Dear NEW ENGLAND YANKEE CONSTRUCTION LLC,

Attached you will find your validated license for the coming year. Should you have any questions about your license renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

MANISHA JUTHANI, MD, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
NEW ENGLAND YANKEE CONSTRUCTION LLC

VALIDATION NO. 03-120859	LICENSE NO. 000243	CURRENT THROUGH 06/30/25
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PROFESSION
ASBESTOS CONTRACTOR

SIGNATURE COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS LICENSED
BY THIS DEPARTMENT AS A
ASBESTOS CONTRACTOR

NEW ENGLAND YANKEE CONSTRUCTION LLC

LICENSE NO. 000243
CURRENT THROUGH 06/30/25
VALIDATION NO. 03-120859

SIGNATURE COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

WALLET CARD
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
NEW ENGLAND YANKEE CONSTRUCTION LLC

VALIDATION NO. 03-120859	LICENSE NO. 000243	CURRENT THROUGH 06/30/25
-----------------------------	-----------------------	-----------------------------

PROFESSION
ASBESTOS CONTRACTOR

SIGNATURE COMMISSIONER



NEW ENGLAND YANKEE CONSTRUCTION LLC
PO BOX 5395
MILFORD CT 06460-0705



Dear NEW ENGLAND YANKEE CONSTRUCTION LLC,

Attached you will find your validated license for the coming year. Should you have any questions about your license renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
opl.c.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

MANISHA JUTHANI, MD, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
NEW ENGLAND YANKEE CONSTRUCTION LLC

VALIDATION NO. 03-120860 LICENSE NO. 001514 CURRENT THROUGH 07/31/25

PROFESSION
LEAD ABATEMENT CONTRACTOR

SIGNATURE COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS LICENSED
BY THIS DEPARTMENT AS A
LEAD ABATEMENT CONTRACTOR

NEW ENGLAND YANKEE CONSTRUCTION LLC

LICENSE NO. 001514
CURRENT THROUGH 07/31/25
VALIDATION NO. 03-120860

SIGNATURE COMMISSIONER

WALLET CARD
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
NEW ENGLAND YANKEE CONSTRUCTION LLC

VALIDATION NO. 03-120860 LICENSE NO. 001514 CURRENT THROUGH 07/31/25

PROFESSION
LEAD ABATEMENT CONTRACTOR

SIGNATURE COMMISSIONER

1000146-000001 of 0000001-C01-1164-00148

State of Connecticut
Department of Administrative Services
Supplier Diversity Program

This Certifies

New England Yankee Construction, LLC

34 High Street West Haven CT 06516

As a

Small Business Enterprise

November 03, 2022 through November 03, 2024

Owner(s): Christopher Godek

Contact: Christopher Godek

E-Mail: cgodek@neycllc.com

Telephone: 203-284-9972 Ext:

FAX: 203-284-9981

Web Address: www.neycllc.com

****Affiliate Companies:**



Supplier Diversity Director



Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1 Corporate Drive Suite 310 Shelton CT 06484		CONTACT NAME: Sheila Olcott	
		PHONE (A/C No, Ext): 203-447-6668	FAX (A/C, No): 203-925-0070
		E-MAIL ADDRESS: Sheila_Olcott@ajg.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nautilus Insurance Company	NAIC # 17370
		INSURER B: Great Divide Insurance Company	25224
		INSURER C: Key Risk Insurance Company	10885
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
New England Yankee Construction, LLC
34 High Street
West Haven CT 06516

NEWENGL-65

COVERAGES

CERTIFICATE NUMBER: 1655945231

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP2017211-18	2/14/2024	2/14/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP2017206-18	2/14/2024	2/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	FFX2017212-18	2/14/2024	2/14/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA2017207-18	2/14/2024	2/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Contractor's Pollution Liab			ECP2017211-18	2/14/2024	2/14/2025	Each Claim: \$2,000,000 Occurrence: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability policy listed above is written on a claims made basis with a retroactive date of 02/14/10

BID #2025-08 ABATEMENT AND DEMOLITION OF CEMENT STRUCTURES

The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions are included as Additional Insureds with respect to General Liability, Business Automobile Liability and Excess/Umbrella Liability policies. General Liability Additional Insured endorsement includes ongoing and completed operations on a primary and non-contributory basis. Waiver of Subrogation in favor of Additional Insureds applies to all policies. All endorsements attached.

CERTIFICATE HOLDER**CANCELLATION**

City of West Haven
355 Main St
West Haven CT 06516

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

AUTHORIZED REPRESENTATIVE

**FOLLOW FORM EXCESS LIABILITY COVERAGE FORM
SCHEDULE OF CONTROLLING UNDERLYING INSURANCE**

Policy Number: FFX2017212-18

UNDERLYING POLICY TYPE	LIMITS OF INSURANCE	POLICY PERIOD	CARRIER & POLICY NUMBER
Commercial Automobile	\$ 1,000,000 Liability - Combined Single Limit	02/14/2024 to 02/14/2025	Great Divide Insurance Company BAP2017206-18
Employer's Liability – Coverage B	\$ 1,000,000 BI by Disease - Each Employee Limit \$ 1,000,000 BI by Accident - Each Accident Limit \$ 1,000,000 BI by Disease - Policy Aggregate Limit	02/14/2024 to 02/14/2025	Great Divide Insurance Company WCA2017207-18
General Liability	\$ 2,000,000 Personal & Advertising Injury Limit \$ 2,000,000 Products/Completed Operations Aggregate Limit \$ 2,000,000 Each Occurrence Limit \$ 2,000,000 General Aggregate Limit (Other than Products/Completed Operations)	02/14/2024 to 02/14/2025	Nautilus Insurance Company ECP2017211-18
Pollution/Professional	\$ 2,000,000 Professional Liability Limit \$ 2,000,000 Contractors Pollution Liability Limit	02/14/2024 to 02/14/2025	Nautilus Insurance Company ECP2017211-18

The coverages and limits shown above are provided by the policy(ies) of controlling underlying insurance.

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: ECP2017211-18

Named Insured: New England Yankee Construction LLC

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:

FORM NUMBER	FORM TITLE
E001J 07 20	Nautilus Policy Jacket
ENV DIR CLAIMS 09 22	Policyholder Notice - Claim Reporting Information
ENV DEC 08 12	Common Policy Declarations
ECP SUPP DEC 01 21	Environmental Combined Policy Supplemental Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
ECP 1200 03 22	Environmental Combined Policy Insuring Agreement
E906 (08-21)	Service of Suit
ECP 1207 01 21	Employee Benefits Liability
ECP 1210 03 22	Limited Cyber Coverage
ECP 1219 01 21	Designated Construction Project(s) General Aggregate Limit - Coverage A
ECP 1231 01 21	Earned Premium and Composite Rate - Subject to Premium Audit
ECP 1233 01 21	Named Insured Schedule
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization
ECP 1238 01 21	Additional Insured - Lessor of Leased Equipment - Scheduled - Coverage A, B, D.1 & D.4
ECP 1238 01 21	Additional Insured - Lessor of Leased Equipment - Scheduled - Coverage A, B, D.1 & D.4
ECP 1246 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Ongoing Operations - Coverage A, B, D.1 and D.4
ECP 1247 01 21	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - Ongoing Operations - Coverage A, B, D.1 & D.4
ECP 1248 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Completed Operations - Coverage A, D.1 & D.4
ECP 1249 01 21	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - Completed Operations - Coverage A, D.1 & D.4
ECP 1260 01 21	Waiver of Subrogation - Automatic Status - Coverage A, B & D
ECP 1272 01 21	Exclusion - Financial Services
ECP 1275 01 21	Exclusion of Certified Acts of Terrorism
ECP 1291 01 21	Microbial Substance Contractors Pollution Liability - Claims Made and Reported
ECP 1296 02 22	Amendment of Employer's Liability Exclusion
ENV 2448 01 23	Cancellation for Non-Payment of Prior Years' Premium
IL 12 02 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. **Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the **controlling underlying insurance**.

Other words and phrases that appear in **bold** in this Coverage Form have special meaning. Refer to Section **IV** - Definitions. Other words and phrases that are not defined under this Coverage Form but defined in the **controlling underlying insurance** will have the meaning described in the policy of **controlling underlying insurance**.

This policy is subject to the same representations and warranties as are contained in the application for any **controlling underlying insurance**, and the insurance provided under this Coverage Form will follow the same terms, conditions, agreements, exclusions, definitions and limitations that are contained in the applicable **controlling underlying insurance**, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Form will apply. However, the coverage provided under this Coverage Form will not be broader than that provided by the applicable **controlling underlying insurance**.

There may be more than one **controlling underlying insurance** listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Form. In such a case, the terms, conditions, agreements, exclusions, definitions and limitations of the **controlling underlying insurance** applicable to the particular event for which a claim is made or suit is brought will apply.

SECTION I - COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the **ultimate net loss** in excess of the **retained limit for injury or damage** to which insurance provided under this Coverage Form applies, however, coverage under this policy will not be available unless and until the full amount of all **controlling underlying insurance** has been exhausted by the **actual payment** by the **controlling underlying insurer** of the applicable **retained limit** as shown in the Schedule of Controlling Underlying Insurance. Where the **controlling underlying insurance** has the duty to defend, we will have the right and duty to defend the insured against any suit seeking damages for such **injury or damage** under this Coverage Form when the applicable limits of **controlling underlying insurance** have been exhausted through the payment of the underlying limits in full in accordance with the provisions of such **controlling underlying insurance**.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for **injury or damage**.

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any **event** that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for **ultimate net loss** is limited as described in Section II - Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of **defense costs**, judgments or settlements under this Coverage Form.
- b. This insurance applies to **injury or damage** that is subject to an applicable **retained limit**. If any other limit, such as a sublimit, is specified in the **controlling underlying insurance**, this insurance does not apply to **injury or damage** arising out of that exposure unless that limit is specified in the Declarations under the Schedule of Controlling Underlying Insurance.

Furthermore, if any **controlling underlying insurance** shown in the Schedule of Controlling Underlying Insurance (**SCHEDULE**) attached hereto has a limit of liability:

- (1) Greater than the amount shown in such Schedule of Controlling Underlying Insurance, then this policy will apply in excess of the greater amount; or
 - (2) Less than the amount shown in such Schedule of Controlling Underlying Insurance, then this policy will apply in excess of the amount shown in such Schedule of Controlling Underlying Insurance.
- c. (1) If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur during its policy period in order for that coverage to apply, then this insurance will only apply to that **injury or damage** if it occurs during the policy period of this Coverage Form. If the **controlling underlying insurance** requires that the **event** causing the particular **injury or damage** takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place during the policy period of this Coverage Form.

- (2) If any **controlling underlying insurance** is written on a claims-made or discovery basis, the following applies to the insurance provided by this Coverage Form which is excess over that underlying insurance:

If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that **injury or damage** which occurs on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form. If the **controlling underlying insurance** requires, for a particular claim, that the **event** causing the particular **injury or damage** takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form.

A claim for damages for such **injury or damage** must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Form. A claim will be considered first made under this Coverage Form:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the **controlling underlying insurance** is written on a claims-made and recorded basis; or
 - (2) When notice of such claim, after being received by any insured, is reported to us in writing, if the **controlling underlying insurance** is written on any other claims-made basis.
- d. Any additional insured under any policy of **controlling underlying insurance** will automatically be an additional insured under this insurance, but only to the extent consistent with the Construction Anti-indemnity Statute(s) held in the applicable jurisdiction. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount of insurance required by the contract or agreement, or the Each Occurrence Limit of this policy, less any amounts payable by any **controlling underlying insurance**.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the **controlling underlying insurance**.

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Form. In addition, the exclusions applicable to any **controlling underlying insurance** apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Form.

Insurance provided under this Coverage Form does not apply to **injury or damage**, costs and expenses, because of, caused by or arising out of, either directly or indirectly, in whole or in part, by:

a. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists' coverage.

b. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable **controlling underlying insurance**.

c. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any **controlling underlying insurance**.
2. The Limits of Insurance of this Coverage Form will apply as follows:
 - a. This insurance only applies in excess of the **retained limit**.
 - b. The Aggregate Limit is the most we will pay for all **ultimate net loss**, for all **injury or damage** including **defense costs** covered under this Coverage Form. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.

However, this Aggregate Limit only applies to **injury or damage** that is subject to an aggregate limit of insurance under the **controlling underlying insurance**.
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for all **ultimate net loss** including **defense costs** under this insurance for all **injury or damage** arising out of any one **event**. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.
3. If any **controlling underlying insurance** has a policy period that is different from the policy period of this Coverage Form then, for the purposes of this insurance, the **retained limit** will only be reduced or exhausted by **actual payment(s)** made in full by the **controlling underlying insurer** for **injury or damage** covered under this insurance.
4. The Limits of Insurance shown in the Declarations will not ever be reinstated.

SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any **controlling underlying insurance** are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the **controlling underlying insurer** or insured elects not to appeal a judgment in excess of the amount of the **retained limit**, we may do so at our own expense. We will also pay for taxable court costs, pre-and post-judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the **controlling underlying insurer** will not relieve us of our obligations under this Coverage Form.

However, insurance provided under this Coverage Form will not replace any **controlling underlying insurance** in the event of bankruptcy or insolvency of the **controlling underlying insurer**. The insurance provided under this Coverage Form will apply as if the **controlling underlying insurance** were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an **event**, regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:
 - (1) How, when and where the **event** took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any **injury or damage** arising out of the **event**.
- b. If a claim is made or suit is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or suit and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or suit as soon as practicable.
- c. You and any other insured involved must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of **injury or damage** to which this insurance may also apply.
- d. No insured will do or omit to do anything to prejudice our rights under this Coverage Form, and no insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable. At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any **controlling underlying insurance** and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Form.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Form with our consent. No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by written endorsement to this Coverage Form which is signed by our authorized representative. This Coverage Form shall become subject to any changes upon the effective date of the changes in the **controlling underlying insurance**, but only upon the condition that we agree to follow such changes by written endorsement attached hereto and the

Insured pays when due any additional premium required by us relating to such changes and / or agrees to any amendment of the provisions of this Coverage Form required by us relating to such changes.

7. Maintenance Of / Changes To Controlling Underlying Insurance

The insured warrants that the **retained limit**, where applicable, as shown in the Schedule of Controlling Underlying Insurance, shall be unimpaired as of the effective date of this policy.

Any **controlling underlying insurance** must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such **controlling underlying insurance** that results from **injury or damage** to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain **controlling underlying insurance**.

The Insured, not the Insurer, will bear the risk that any **controlling underlying insurance** is or may be uncollectible. This Coverage Form will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **controlling underlying insurance**, even if such uncollectibility is due to the financial impairment or insolvency of the issuer of any **controlling underlying insurance**. Coverage under this policy will not be available unless and until all **controlling underlying insurance** has been exhausted by the **actual payment** by the **controlling underlying insurer** of the applicable **retained limit** as shown in the Schedule of Controlling Underlying Insurance.

The first Named Insured must notify us in writing with full particulars as soon as practicable in the event:

- a. Any **controlling underlying insurance** is cancelled, not renewed, replaced or otherwise terminated;
- b. The limits or scope of coverage of any **controlling underlying insurance** is changed;
- c. The aggregate limits of liability of any **controlling underlying insurance** become exhausted;
- d. Any **controlling underlying insurance** is not maintained in full effect during the policy period; or
- e. Any insurer issuing any **controlling underlying insurance** becomes subject to receivership, liquidation, dissolution, rehabilitation, or similar proceeding or being taken over by any regulatory authority.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Form.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Form as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Form does not apply to a given claim unless and until:

- a. The insured or insured's **controlling underlying insurer** has become obligated to pay the **retained limit**;
- b. The full amount of the applicable **retained limit** described in a. above has been exhausted as a result of **actual payment** made in full by a **controlling underlying insurer**; and

- c. The obligation of the insured to pay the **ultimate net loss** in excess of the **retained limit** has been determined by a final settlement or judgment or written agreement among the insured, claimant, **controlling underlying insurer** (or a representative of one or more of these) and us, and first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

11. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, **controlling underlying insurer** and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of **controlling underlying insurance** have been exhausted, in accordance with the provisions of **controlling underlying insurance**, we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Form of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Form, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

14. Claims-Made Extended Reporting Period

- a. Any provisions under the **controlling underlying insurance** relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.
- b. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any **controlling underlying insurance**, will be available for this Coverage Form by endorsement, for an additional charge, if:
 - (1) This policy is cancelled or not renewed; or
 - (2) This policy is renewed or replaced with insurance that:
 - i. Has a Retroactive Date later than the date shown in the **controlling underlying insurance**; or
 - ii. Does not apply to **injury or damage** on a claims-made basis.
- c. If this policy and the **controlling underlying insurance** are cancelled or not renewed and an Extended Reporting Period has been provided under the **controlling underlying insurance**, then an Extended Reporting Period will be available for this Coverage Form. The Extended Reporting Period available under this Coverage Form will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the **controlling underlying insurance**.

- d. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Form no later than the time allowed to purchase such endorsement under the **controlling underlying insurance**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium you owe us for coverage provided under this policy.
- e. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limits of Insurance available under this policy for future payment of damages; and
 - (4) Other related factors.

15. Notices

All notices under this policy shall be given as provided for in the **controlling underlying insurance**. In addition, all notices to us under this policy shall be sent to the address below or any substitute address as provided by us:

Berkley Environmental
Attention: Claims Department
101 Hudson Street, Suite 2500
Jersey City, New Jersey 07302

SECTION IV - DEFINITIONS

The definitions applicable to any **controlling underlying insurance** also apply to this insurance. In addition, the following definitions apply.

1. **Actual payment** means remittance in currency, not credits or debits, from a **controlling underlying insurer** to an insured or a claimant.
2. **Controlling underlying insurance** means any policy of insurance or self-insurance listed in the Declarations under the Schedule of Controlling Underlying Insurance.
3. **Controlling underlying insurer** means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of Controlling Underlying Insurance.
4. **Defense Costs** means any reasonable and necessary fees charged by an attorney and designated by the company, and where the insured has the right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar claim or suit in the community where the claim or suit arose or is being defended, as well as other reasonable and necessary costs, including expert witness and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a claim or suit. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the insured in assisting in the investigation or defense of the claim or suit.
5. **Event** means an occurrence, offense, accident, act, discovery, claim or suit or other event, to which the applicable **controlling underlying insurance** applies.
6. **Injury or damage** means any injury or damage, covered in the applicable **controlling underlying insurance** arising from an **event**.
7. **Retained limit** means the available limits of **controlling underlying insurance** applicable to the claim.
8. **Ultimate net loss** means the amount covered by this Coverage Form, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. **Defense costs**, settlements, judgments, binding arbitration; plus
 - b. Other binding alternate dispute resolution proceeding entered into with our consent, plus
 - c. Any first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2017211-18	2/14/2024	2/14/2025	2/14/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **Bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. -- Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2017211-18	2/14/2024	2/14/2025	2/14/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional insured on this policy; and
2. Any other person or organization you are explicitly required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional insured described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties – Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
- COVERAGE A**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2017211-18	2/14/2024	2/14/2025	2/14/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Designated Construction Project(s):	Designated Construction Project Limit:
As required by written contract.	\$5,000,000

- I. For all amounts which the **insured** becomes legally obligated to pay as **damages** caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which can be attributed only to ongoing operations as shown in the **SCHEDULE** above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is the lesser of:
 - a. the Designated Construction Project Limit indicated in the **SCHEDULE**; or
 - b. the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project Limit is the most we will pay for the sum of all **damages** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**, regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought; or
 - c. **Persons** or organizations making **claims** or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described in **5.b.** below.
 4. The limits shown in the Declarations for Each Occurrence and Damage to Premises Rented to You continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for all damages under the Designated Construction Project Limit, described in **1.** and **2.** above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project General Aggregate is \$5,000,000.
- II. For all amounts which the **insured** becomes legally obligated to pay as **damages** caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which can be attributed only to ongoing operations at the Designated Construction Project(s) shown in the **SCHEDULE** above:
1. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit

- III. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- IV. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- V. The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2017211-18	2/14/2024	2/14/2025	2/14/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. The following is added to Paragraph 17. Subrogation of **SECTION VII – CONDITIONS**:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.

Any person or organization as required in writing by contract or agreement prior to loss.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**BUSINESS AUTO – ADDITIONAL INSURED
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II - Liability Coverage A. - Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Office of the Finance Director

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

MARB Contract Form

Contract Name	Furnishing And Installation Of Post Tension Concrete Tennis Courts			
City Agency	Mayor's Office			
Vendor Utilized	Hinding Tennis Courts, LLC			
Address	24 Spring Street			
City, State, Zip	West Haven, CT 06790			
Procurement Process	<input type="checkbox"/> Bid/RFP [] <input type="checkbox"/> State Contract [] <input type="checkbox"/> Cooperative Agreement [Source well #031022-AST or AEPA-CREC #020-A] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
No of Bid/RFP Respondents				
Quote No('s) if applicable				
Source of Funds	American Rescue Plan Funding 2022-021 Painter Park Field House			
Quantity	1.00	Price Per:	\$0.00	Total Price \$830,000 Quote: \$795,000 Contingency: \$35,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	<p>Furnish Materials to build four new courts in place of four existing courts using Post Tension concrete. Tennis Court located at 190 Kelsey Avenue West Haven Connecticut. The services include Tree removal and Disposal, Fence Removal, Asphalt Reclaim, Site Work, Drainage, Laser grade, Tennis Net Post Footings, 10' Foot Chain Link Fence Installation, Post Tension Concrete Court, Shot Blasting Concrete, TI-Coat, 3 Coats of Acrylic Color, Tennis Une Striping USTA, and Pickleball Lines for two of the courts.</p> <p>The City Council approved revisions to the Painter Park ARPA project on October 15, 2024, meeting, including revising the tennis courts.</p>			
Department Submission [Name and Title]	Ken Carney, ARPA Committee Chair & Building Committee Chair Rick Spreyer, chief of Staff			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			

HINDING PROPOSAL

PROCEDURE TO BE AS FOLLOWS:

Furnish Materials to install a Post Tension Tennis Court The court is located at 190 Kelsey Avenue West Haven Connecticut.

Note: If Rock Ledge is hit there will be an additional cost for time and materials

	Qty
Tree removal and Disposal <i>Note: trees to be removed will be clearly marked and approved by the town. will be clearly marked</i>	1
Fence Removal - Fence Removal: Remove and dispose of fence posts, fabric and fence post footings	1
Asphalt Reclaim - Reclaim existing asphalt surface	1
Site Work - Excavate 8-12 inches of existing material and furnish material to establish substrate	1
Drainage - Install 2x2x2 curtain drain with 1 1/2" crushed stone base, filter fabric and perforated pipe.	540 L.F
Laser grade - Base material and establish 1% pitch East to West.	1
Tennis Net Post Footings <i>(Including New Net, Posts, Center Anchor and Straps)</i> - Furnish and install one set of Douglas Premier Posts in 3'x3'x3' 2500 P.S.I. Concrete Footing.	1
10' Foot Chain Link Fence Installation - 10' Foot Chain Link Fence Installation: Furnish and install 10' High 8 gage fuse-bonded chain link fence	840 L.F
Post Tension Concrete Court - A. Form work will be installed around the entire perimeter of the tennis courts. B. New net post sleeves to be set in their own concrete footings. C. Two layers of 6 mil poly placed over the entire court area. D. Encapsulated Post-tensioning tendons laid out according to PTI specifications. E. A 5" thick, 3000 psi concrete slab poured monolithically inside the forms. F. Post-tensioning cables stressed according to PTI specifications and procedures. G. The concrete surface was checked for flatness, according to the ASBA guidelines. Any deviations will be brought to proper tolerances with 5000 psi epoxy concrete. H. Final cable stress, cable ends cut off inside the cone holes, and the holes filled with non-shrink grout. I. After allowing 30 days for the concrete surface to cure, apply an acid etching solution to abrade the concrete and prepare the surface for subsequent coatings.	1
Shot Blasting Concrete - Procedure to establish proper profile to a concrete surface	1
TI-Coat - Apply TI-Coat Epoxy and first coat of Acrylic Resurfacer to the entire court	1
3 Coats of Acrylic Color Coating - Furnish and install the (3) coat acrylic color coating surface system to entire area. The Hinding surfacing system consists of three distinct components 1 Resurfacer Coat, 1 Filler Coat, 1 Finish Coat.	1
Tennis Line Striping USTA - Layout and mask all lines per USTA. Apply one coat of acrylic line primer. Once line primer has cured apply One (1) coat of textured White Line Paint.	2
Pickleball Lines - Layout and Stripe Pickleball Lines on court	4

**Pricing as Indicated Below:
Total: \$795,000.00**

tennis courts Painter park

Legend

-  Kelsey Ave
-  West Haven Parks & Recreation



Dear Mr. Chairman,

COMMUNICATION 2023-020

I am requesting that you please consider the attached resolutions to reallocate ARPA funds for Painter Park and paving, as detailed in the attachments.

If you have any questions, please call me.

Thank you,

Ken Carney

203-530-0006

ARPA Committee Chair

Building Committee Chair

Please consider the environment before printing this email. Only print this email if necessary.

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AUTHORIZING RESOLUTION OF THE

City of West Haven City Council

WHEREAS the City is in receipt of certain Federal Corona Virus Stimulus Funds, hereinafter referred to as ARPA Funds;

WHEREAS Former Mayor Nancy R. Rossi previously submitted to the Council an outline plan for the expenditure of ARPA funds, which has been supplemented by Mayor Dorinda K. Borer ("Mayor");

WHEREAS the City Council has fiscal responsibility for the appropriation of ARPA Funds under Section 4 of the City Charter entitled Supplemental Appropriation;

WHEREAS the Mayor, her administration, and empaneled citizen review committee ("ARPA Committee") have executive duties for administering ARPA funds, including but not limited to the purchasing requirements of Chapter 42 of the Code of the City of West Haven, attached hereto for reference;

WHEREAS, the Council is required to appropriate funds for projects the Council selects to fund;

WHEREAS, this Resolution is intended to supplement previous resolutions made on the same subjects:

RESOLVED, that the City Council hereby appropriates funding for the following project:

Parks and Recreation Upgrades – Up to \$958,000.00

A total of up to \$958,000.00 is appropriated to fund renovation and/or reconstruction of park structures, groundscape, and other general upgrades to Painter Park.

This Resolution is intended to supersede and replace the Council's prior resolution dated June 9, 2022, which appropriated \$1,000,000.00 in funding for development of

plans, specifications, and bid documents for a proposed field house athletic facility at Painter Park, with any construction plan and cost estimates, and final budget subject to future Council authorization ("Painter Park Field House", Project No. 2022-021). The remaining funds from the appropriation for Project 2022-021 (\$958,000.00, after payment of design fees for potential field house project) are hereby re-allocated and appropriated to fund the Parks and Recreation Upgrades projects. The balance of the Painter Park Field House project and associated funding is hereby withdrawn and terminated.

FURTHER RESOLVED, that Dorinda K. Borer, as Mayor of The City of West Haven, shall:

- a.) develop a program narrative and project budget for the ARPA-funded program(s) listed above;
- b.) report said narrative, budget, and resulting expense accounting reports to the City Council for oversight and monitoring no less than once monthly;
- c.) that monthly reports to the Council continue until all funds are expended and final reports are made to the U.S. Department of the Treasury for the ARPA-funded projects;
- d.) that contingency funds shall remain un-appropriated until the City Council authorizes transfer to an approved expense account;
- e.) that all project cost over-runs shall be approved by the City Council before costs are incurred; and
- f.) that all project surplus be returned to the ARPA Contingency Fund for further action by the City Council.

FURTHER RESOLVED, Dorinda K. Borer, as Mayor of The City of West Haven, is authorized and directed to execute and deliver any and all documents related to this Resolution on behalf of the City of West Haven and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

CERTIFICATION:

{N6024015}

I, Stacy Riccio, the Clerk of the City of West Haven City Council, a municipal corporation organized and existing under the laws of the State of Connecticut, with a place of business at 355 Main Street West Haven CT, do hereby certify that the following is a true and correct copy of a resolution adopted by The City of West Haven City Council at its duly called and held meeting on October ____, 2024 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

The undersigned further certifies that Dorinda K. Borer now holds the office of Mayor and that she has held that office since December 3rd of 2023, and that said term will continue until December 7, 2025.

IN WITNESS WHEREOF: The undersigned has executed this certificate this ____ day October, 2024.

Stacy Riccio, Clerk of the Council



YOU WANT TO MAKE ATHLETIC COURT IMPROVEMENTS, BUT NEED TO FIND THE BEST WAY TO DO IT.

Too often field buyers want our products, but assume they are required to conduct their own formal bid.



Hinding Tennis, LLC
Authorized Dealer Partner
Sourcewell #031022-AST
AEPA-CREC #020-A

That results in several problems



Time and Money - It is common to spend hundreds of collective hours conducting your own formal bid. Considerable time and effort is required - doing market research, drafting specifications, advertising the bid, vetting bidders, conducting interviews and more. **Do you really have this kind of time?**



You might not even get what you want! There are multiple bid types (RFP, IFB, hard bid, line item bids, etc.) and depending on the type of bid you conduct, you may have little choice in your selection. Certain bid types result in general contractors selecting your turf for you. Then you're married to that manufacturer and installer for the next 8 years of the warranty - *and you didn't even get to choose!*

Price is important, but it shouldn't be the ONLY factor in your decision.

So is there a better way? **Yes!**

A growing contracting method is the cooperative purchasing model. There are many good co-ops that offer contract awards from which their members can benefit. The co-ops ensure that all responding Vendors are fully vetted before awarding the contract, which can then be "piggybacked" by public agencies across the country. This makes it easy to choose an awarded contract with the Vendor your agency prefers.

The co-op benefits are clear



It's easy - They've done the hard work for you. Just issue a purchase order referencing the co-op contract you choose, and we can hit the ground running.



It's free - Co-op membership is typically free and easy to join online.



It's legal - RFPs and IFBs are designed to comply with the state requirements and statutes on the front end to allow for maximum flexibility.



It's proven - Over the past 20 years, thousands of public institutions, including K-12, universities, municipalities and more, have trusted using cooperative contracts for their purchases. More and more agencies use cooperative contracts each year, for everything from purchasing office supplies and computers, to building a turf field or running track.



Best of all... Get the product you want from the Vendor you trust.

GET THE FIELD THAT YOU WANT!

AstroTurf Corporation products (including Rekortan tracks and Laykold court systems) are available through a variety of national and regional cooperative purchasing programs across the country.

AstroTurf
CO-OP
SOLUTIONS



Combined expertise



Existing vendor relationships



Experience & overall vision



It's easy.
And it's been used by hundreds of public entities across the country.

Academy High School - Thornton, CO
Alamogordo High School - Alamogordo, NM
Alga Norte Sports Park - Carlsbad, CA
Ambridge School District - Ambridge, PA
Armstrong School District - Kittanning, PA
Anderson Elementary School - San Jose, CA
Anne Arundel County Parks (2 Fields) - Pasadena, MD
Anne Arundel County Schools (12 Fields) - Anne Arundel County, MD
Ashtabula Lakeside High School - Ashtabula, OH
Auburn High School (2 Fields) - Auburn, WA
Aurora High School - Aurora, OH
Baldwin Park High School - Baldwin Park, CA
Bell Gardens High School - Bell Gardens, CA
Belle Vernon Area High School - Belle Vernon, PA
Blue Springs High School - Blue Springs, MO
Blue Springs South High School - Blue Springs, MO
Buhler High School - Buhler, KS
Canyon High School - Canyon County, CA
Central High School - Fresno, CA
Cheyenne Mountain High School - Colorado Springs, CO
City of Coral Springs Mullins Park - Coral Springs, FL
City Springs Elementary - Baltimore, MD
Clear Creek ISD - League City, TX
Clearwater High School - Clearwater, KS
Columbus High School - Columbus, TX
Connellsville High School - Connellsville, PA
East High School - Denver, CO
Ebert Elementary School - Denver, CO
El Paso Gridley High School - El Paso, IL
Eugene School District - Eugene, OR
Exeter Union High School - Exeter, CA
Field Hockey National Training Center - Virginia Beach, VA
Florida A&M University - Tallahassee, FL
Franklin Rogers Park - Mankota, MN
Gahanna Lincoln High School - Gahanna, OH
Garry Berry Stadium - Colorado Springs, CO
Giddings ISD - Giddings, TX
Golden Valley High School - Santa Clarita, CA
Hacienda La Puente USD (2 Fields) - Hacienda Heights, CA

Hart County High School - Hartwell, GA
Hays High School - Hays, KS
Henry Wise Jr High School - Upper Marlboro, MD
Heritage High School - Menifee, CA
Horace Good Middle School - Garden City, TX
Jacksonville High School - Jacksonville, TX
JC Harmon High School - Kansas City, KS
John B. Lewis Soccer Complex (4 Fields) - Asheville, NC
John Glenn High School - Norwalk, CA
Johnstown-Monroe High School - Johnstown, OH
Kansas State University - Manhattan, KS
Lakeside High School - Hot Springs, AR
Lauderhill Sports Complex - Lauderdale, FL
Lee's Summit North High School - Lee's Summit, MO
Leon County Public Schools - Tallahassee, FL
Lima High School - Lima, OH
Lincoln Park High School - Lincoln Park, MI
Los Gatos High School - Los Gatos, CA
Manhattan High School - Manhattan, KS
Mount Diablo USD (2 Fields) - Pleasant Hills, CA
City of Mankota - Mankota, MN
Marion High School - Marion, AR
Marshall University - Huntington, WV
Mendota High School - Mendota, CA
Midwestern State University - Wichita Falls, TX
University of Missouri - Columbia, MO
Missouri Western State University - Saint Joseph, MO
Montebello High School - Montebello, CA
Montoursville High School - Montoursville, PA
Moon Area High School - Coraopolis, PA
Mount Lebanon High School - Mt. Lebanon, PA
Mount Lebanon Sr. High School - Pittsburgh, PA
Naperville Park District - Naperville, IL
North East ISD - San Antonio, TX
Old Dominion University - Norfolk, VA
Ozark High School - Ozark, AR
Palm Bay H.S. Football Stadium - Melbourne, FL
Penncrest High School - Media, PA
Perryton High School - Perryton, TX

Petrolia High School - Petrolia, TX
Puyallup Public Schools - Puyallup, WA
Ridgefield Outdoor Recreation Complex - Ridgefield, WA
Palm Bay High School - Melbourne, FL
Perryton ISD - Perryton, TX
Plano ISD - Plano, TX
Pomona USD (3 Fields) - Pomona, CA
Prince George's Community College - Largo, MD
Prince George's County Public Schools (4 Fields) - MD
Red Mesa High School - Teec Nos Pos, AZ
Ringgold High School - Monongahela, PA
Riverview Park - Pittsburgh, PA
Russell High School - Russell, KS
Scranton Area High School - Scranton, PA
Sierra Vista High School - Baldwin Park, CA
Sonora High School - Sonora, CA
Suwannee County Little League Field - Live Oak, FL
University of South Alabama (2 Fields) - Mobile, AL
Salinas Unified School District - Salinas, CA
South Dakota State University (2 Fields) - Brookings, SD
Southside ISD - San Antonio, TX
South Park High School - South Park Township, PA
St. John's University - Jamaica, NY
Temecula Valley High School - Temecula, CA
Temple High School - Temple, TX
Tulare Union High School - Tulare, CA
Valley Park City Complex - Charleston, WV
Village Green Park - Bethel Park, PA
Vista Academy Performing Arts School - Vista, CA
Waldron High School - Waldron, AR
Webb Consolidate ISD - Bruni, TX
Wellsboro High School - Wellsboro, PA
Wenatchee High School - Wenatchee, WA
West Ranch High School - Stevenson Ranch, CA
West Shamokin High School - Rural Valley, PA
Wyandotte High School - Kansas City, KS
Youngstown State University - Youngstown, OH



Victoria Stringham
Director of Cooperative Purchasing
vstringham@astroturf.com
480-415-6300

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES



January 23, 2024

Kim Summers
AstroTurf Corporation
2680 Abutment Road
Dalton, GA 30721

RE: **Hinding Tennis Courts**
57 East Industrial Road
Branford, CT 06405

To Whom It May Concern:

Hinding Tennis Courts is an authorized reseller/contractor partner of AstroTurf Corporation, with full access to direct-sell to public agencies through the following AstroTurf cooperative purchasing contracts:

- Sourcewell #031022-AST
- AEPA-CREC #020-A

AstroTurf Corporation identifies in each solicitation response and subsequent award our current list of authorized dealer-partners to directly market and sell discounted athletic courts and ancillary products/services to the members of the Sourcewell and CREC cooperative purchasing organizations.

Please reach out with any questions to kim.summers@astroturf.com my mobile phone (706) 264-1314.

Additionally, the representatives from the cooperatives listed below can help answer questions should you need further information.

Joram Manka, Contract Manager
Sourcewell | 651-261-4929
joram.manka@sourcewell-mn.gov

CREC (Capitol Region Education Council)
Tara | 615-673-6217
Phil.Santoro@omniapartners.com

Sincerely,

Kim Summers

Kim Summers
Director of Cooperative Purchasing



AN
AstroTurf Corporation
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721
TF (800) 723 – TURF (8873) help@astroturf.com

**Solicitation Number: RFP #031022****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and AstroTurf Corporation, 2680 Abutment Rd. SE, Dalton, GA 30721 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

AstroTurf Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2022 | 9:52 PM CDT

DocuSigned by:
Victoria Stringham
By: EE86C40DFB5C43B...
Victoria Stringham
Title: Director of Cooperative Purchasing
Date: 5/25/2022 | 12:20 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/25/2022 | 9:20 PM CDT

RFP 031022 - Athletic Surfaces with Installation, Related Equipment, Materials, and Services

Vendor Details

Company Name: AstroTurf Corporation
Does your company conduct business under any other name? If yes, please state: AstroTurf Construction Corporation
Address: 2680 Abutment Rd SE
Dalton, Georgia 30721
Contact: Victoria Stringham
Email: vstringham@astroturf.com
Phone: 480-415-6300
Fax: 480-415-6300
HST#: 81-2479849

Submission Details

Created On: Monday March 07, 2022 04:42:30
Submitted On: Thursday March 10, 2022 16:29:54
Submitted By: Victoria Stringham
Email: vstringham@astroturf.com
Transaction #: 04d5071e-919e-4275-b7f4-a4eb50260829
Submitter's IP Address: 184.101.113.105

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	AstroTurf Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	APT - Advanced Polymer Technology Corp (Laykold, Rekortan)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	AstroTurf Construction Corporation
4	Provide your CAGE code or DUNS number:	08-039-0521
5	Proposer Physical Address:	2680 Abutment Rd SE, Dalton, GA 30721
6	Proposer website address (or addresses):	www.astroturf.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Victoria Stringham Director of Cooperative Purchasing 2680 Abutment Rd SE, Dalton, GA 30721 vstringham@astroturf.com Mobile: 480-415-6300
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Stringham Director of Cooperative Purchasing 2680 Abutment Rd SE, Dalton, GA 30721 vstringham@astroturf.com Mobile: 480-415-6300
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>AstroTurf got its name from the Houston Astrodome, where synthetic turf was first used in a professional sports venue in 1966. The Astrodome was built in the midst of a feverish pursuit of the impossible. It was the first domed stadium – a true marvel of sports architecture.</p> <p>The problem came when the dome's Lucite panels created a glare. Houston Astros outfielders and their opponents were blinded as they attempted — and failed — to catch pop-ups.</p> <p>The initial solution was to paint the ceiling to cut the glare. It worked, but another problem arose. Deprived of adequate sunlight, the grass died. Meanwhile, Monsanto had invented a new product they called "ChemGrass", a synthetic grass replica, and was brought in to install their new wonder product. It was a great success, and Monsanto capitalized on the popularity of its high-profile installation to rebrand their grass replica.</p> <p>Thus the "AstroTurf" brand was born.</p> <p>Over the half century since AstroTurf was first installed in Houston, technology has rapidly improved. And now 50 years later, AstroTurf products come ever closer to replicating the feel, performance, and safety of the gold standard — natural grass.</p> <p>The inventor of synthetic turf, AstroTurf is one of the most iconic brands in American sports... As legendary as the athletes who've battled on it. The brand that created the turf industry remains the leading innovator in synthetic surfacing. While AstroTurf was the first to manufacture and successfully market synthetic turf to the public in the 1960s, we've evolved to become known for our core value of providing safe, innovative solutions through a diverse product offering of synthetic surfacing applications and sport types.</p> <p>American-owned and operated, AstroTurf is the first sports surfacing brand with true vertical asset integration, ensuring that every inch of product meets and exceeds the highest standards of safety and performance, quality and durability. With over 50 years of experience and hundreds of thousands of square feet of synthetic surfaces in use, AstroTurf brings more technological expertise and know-how to recreation facilities than any other brand.</p> <p>AstroTurf Corporation is owned by Germany-based Sport Group GmbH, today's true global sports surfacing giant, with manufacturing facilities around the world. Active in over 70 countries, Sport Group through its family of brands has installed more than 30,000 synthetic turf fields, running tracks and sport court surfaces. With its worldwide footprint, Sport Group generates more than half a billion dollars in revenue annually and employs over 1,500 people.</p> <p>With AstroTurf Corporation leading the charge in North America, Sport Group is the world's largest business dedicated to sport surfaces. From Olympic venues around the world, to the iconic US Open in New York City, to our humble beginnings with the Houston Astrodome in 1966, our brands, products and innovations have enriched the experience of athletes and fans around the world.</p> <p>Within the family of Sport Group brands, AstroTurf has the reputation and expertise that makes our name one of the most recognized in the world. Our premium products and customer-first approach allows us to sell and install more synthetic turf sport fields along with athletic tracks and courts than any other company.</p> <p>Our philosophy is simple, that vibrant sport and leisure are a vital heartbeat of our communities and deserve the very best products and solutions. And in a changing world of urban restrictions, technological advancements and diverse customer needs, we stand by our knowledge, scale and vision in transforming the synthetic sports surface industry.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Should Sourcewell award AstroTurf this Athletic Surfaces contract, we are confident with the strength of our history and reputation to deliver the most premium products and services, that our growing sales network will continue to lead customers to cooperative purchasing as an easier, faster solution by way of our Sourcewell partnership. Over the years we've been delighted by the attention and support from the Sourcewell team - Gordy, Heidi, Jill, Tom - and plan to continue growing our sales volume with this next contract opportunity.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Through the years, AstroTurf has never compromised on its DNA of innovation and customer service. Today AstroTurf continues to be led by a team of industry veterans - experienced, committed people dedicated to upholding the brand's core values. They're at the helm, steering it toward the future. These leaders represent the real human assets that have been behind the company all along. The changes in ownership over these 50 plus years have always been strategic, to ensure the financial, manufacturing and technological capital necessary to continue the success of our iconic American brand. Supporting financial documents are included in this bid response.	*
13	What is your US market share for the solutions that you are proposing?	Specific to our Laykold sport courts division, current US market share vs. competitors is 19%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Specific to our Laykold sport courts division, current Canadian market share vs. competitors is 21%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Over the last several years, AstroTurf has experienced an unparalleled growth in market share and brand recognition, with a 250+% increase in sales between 2010 and 2015. It has been gratifying to see the hard work of our sales, installation and R&D teams be recognized in the marketplace. However, the time had come for the next chapter in the history of the AstroTurf brand, and indeed of the sports surfacing industry.</p> <p>The sale of substantially all of AstroTurf's assets to Sport Group Holdings GmbH was approved on August 12, 2016 and closed on August 19, 2016. By joining Sport Group, AstroTurf has formed what's considered the largest sports surfacing company in the world. This sale was completed through Chapter 11 proceedings, a necessary step to consummate the sale of AstroTurf to Sport Group free and clear of any liabilities associated with a patent lawsuit that originated in 2010 between AstroTurf, LLC and a competitor.</p> <p>Now under Sport Group, the AstroTurf brand is stronger than ever. A new company AstroTurf Corporation was formed. We are well-funded, our third-party insured warranty program remains in effect, our manufacturing capacity is expanded, and we maintain significant bonding capabilities.</p>	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	AstroTurf products and services are sold through both our direct in-house sales team and third-party distributor-dealer network within each brand in the Sport Group family. Due to the nature of synthetic surfacing sales, all projects are customized to the unique dimensions, conditions and specifications that vary with each project scope. Customers use our website www.astroturf.com to find their local Sales Manager and, depending on the market, work directly with that AstroTurf employee or are connected with the dealer-reseller who manages the sales and installation for that state. A list of authorized Laykold sport court dealers is included with this bid response.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>In most states, AstroTurf Corporation is the licensed general contractor in partnership with our local distributor-dealer network who are licensed contractors in each state for their respective region in which they are authorized to perform the sales and installation of the AstroTurf family of products and services. AstroTurf Corporation and its authorized dealers are certified by the American Sports Builders Association and maintain membership in several industry-specific organizations. AstroTurf employs ASBA-Certified Builders on staff, has directly employed construction and installation crews, and permanent construction hub offices across the country. AstroTurf employs licensed Professional Engineers/Architects who manage projects, stamp drawings, and work with decades-long relationships with the nation's top sports facility design firms, with which we may partner in a joint venture.</p> <p>In addition AstroTurf's US-based parent company APT that manufactures our Laykold and Rekortan brands is certified for ISO 9001 Quality Management and ISO 14001 Environmental Management Systems.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment of any licenses or certifications held by AstroTurf Corporation or our subsidiary companies.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>ASBA Innovation Awards</p> <p>2021 Outdoor Tennis Facility Edgerton High School – Edgerton, WI Rockwood Summit High School – Fenton, MO Sarah Vande Berg Tennis Center – Zephyrhills, FL Midtown Athletic Club – Weston, FL</p> <p>Residential Tennis Facility Bel Air Tennis Court – Bel Air, CA Sicard Hollow Sports Complex – Vestavia Hills, AL</p> <p>ASBA 2020 - Outdoor Tennis Facility Miami Open Tennis Facility at the Miami Dolphins Hard Rock Stadium, Miami Gardens, FL</p> <p>Outdoor Pickleball Facility City of Inver Grove Heights – North Valley Park Pickleball Complex – Inver Grove Heights, MN Town of Sandwich – Oak Crest Cove Pickleball Courts – Sandwich, MA</p> <p>ASBA 2019 - Outdoor Tennis Facility City of Golden Valley – South Wesley Park Tennis Complex – Golden Valley, MN City of Oshkosh – Menominee Park Tennis Court Complex – Oshkosh, WI Grand Valley State University Tennis Courts – Allendale, MI</p> <p>Outdoor Pickleball Facility Wildwood Park Pickleball Complex – Golden Valley, MN Menominee Park Pickleball Complex – Oshkosh, WI</p> <p>ASBA 2018 - Outdoor Tennis Facility Cedarburg School District – Cedarburg, WI Guilford Tennis Center – Rockford, IL Wheeling High School – Wheeling, IL</p> <p>Residential Tennis Facility Fenner Residence – Chester Springs, PA Rollings Residence – Radnor, PA</p> <p>Residential Pickleball Facility K. Cove Court – Austin, TX</p> <p>ASBA 2017 - Outdoor Tennis Facility Southern Wesleyan University Tennis Facility – Central SC</p> <p>"Game Changer" Awards</p> <p>2020 Game Changer – Courts & Recreation Division 2018 Game Changer – Courts & Recreation Division 2018 Game Changer – Tennis Division</p>
20	What percentage of your sales are to the governmental sector in the past three years	81% of collective AstroTurf sales in the past 3 years have been to government and education (both public and private), however for this Sourcwell solicitation (specific to sport courts) we are just under 60% for public sector. Due to the high-end premium of our Laykold product line, the remaining percentage of our court sales are done within the private sector.
21	What percentage of your sales are to the education sector in the past three years	69% of AstroTurf sales are in public/private education, with the remaining being municipal Parks & Recreation, county government and private companies.

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Over the past 3 years, our current cooperative purchasing contracts are as follows:</p> <p>CMAS / State of California - \$24M COSTARS / State of Pennsylvania - \$9M AEPA / Association of Educational Purchasing - \$29M OMNIA Partners (TCPN/National IPA) - \$77M 1GPA - \$2M Sourcewell - \$44M</p> <p>We have two dealer-distributors who use their own awarded contracts with both TIPS and BuyBoard. AstroTurf Corporation chose to no longer pursue an award with either of those organizations.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. We have no GSA contract and rarely work with agencies other than local government and education, however occasionally AstroTurf Corporation is awarded a federal project through a public bid process.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Grand Island Central School District	Jon Roth	716-913-5254
Carthage Central School District	Jason Brown	315-493-5180
Liberty University	Brian Hinkley	434-401-8901

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
United States Tennis Association (USTA)	Non-Profit	New York - NY	Provide tennis court surfacing materials for professional tennis tournaments, recreational and developmental tennis play	\$350,000 annually	New in 2021
University of Illinois at Urbana-Champaign	Education	Illinois - IL	Laykold tennis court surfaces for all tennis courts	\$100,000 every 3 years	\$100,000
United States Soccer Foundation	Non-Profit	District of Columbia - DC	Provide Laykold Masters acrylic playing surface for various hard-court mini-pitches across the US	\$150,000 annually	\$450,000
University of South Carolina	Education	South Carolina - SC	Provided Laykold tennis court surfacing materials to resurface all tennis courts	\$105,000	\$105,000
University of Hawaii at Manoa	Education	Hawaii - HI	Provide Laykold tennis court surfacing materials to surface all tennis courts	\$125,000	\$125,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	With AstroTurf Corporation and Sport Group, we are unique with both in-house sales and independent distributorships for each brand/division of our company. The AstroTurf Corporation sales team consists of Regional Sales Managers reporting to General Managers, who report to our Executive Vice President of Sales and Marketing. Currently we have 28 employees on the Sales and Sales Support team for turf and in-house track/tennis sales only. Sales for our Rekortan, Laykold and SYN Lawn divisions are managed by dealer-resellers that have their own sales teams and are not employed by AstroTurf Corporation. A detailed list and map is attached in this bid response.	*
27	Dealer network or other distribution methods.	Specific to this solicitation for athletic surfaces, our Courts (Laykold) division has over 100 authorized independent dealer-resellers who serve our customer's needs. A detailed list of each is attached in this bid response.	*
28	Service force.	AstroTurf Corporation has our "After Care" turf and track maintenance department, however specific to this solicitation for athletic surfaces, our Courts (Laykold) brand has over 100 authorized dealer-resellers who also serve our customer's service needs. A detailed list of each is attached in this bid response.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All transactions, purchase orders, invoices and payments occur directly between AstroTurf Corporation or our distributor partner with each customer agency. The proposal will include the Sourcewell contract number and logo, with the final sale amount being reported to AstroTurf's cooperative purchasing program upon project completion. AstroTurf's history of meeting shipping and delivery timelines is consistently excellent. We maintain our reputation in this regard by closely tracking and forecasting projects throughout all phases of the sales pipeline, even before they get to the manufacturing level.</p> <p>Because each surfacing project is customized to a specification, any product orders are evaluated within manufacturing to meet the customer's deadline. Daily adjustments are made to accommodate so as not to affect existing manufacturing schedules. The turnaround can be as short as stocked product shipping within 7 days, depending on the type of product, square feet, barrels, etc.</p> <p>Once a customer project is ordered and scheduled, we manage a strict production timeline and keep our manufacturing facility humming 12-hour days. With so many moving parts to the process from start to finish, our systems and teams work tirelessly to ensure the customer has their turf field, running track or tennis court installed or serviced on time, on schedule.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Over the last 50+ years, AstroTurf has earned a superior reputation for service, a standard our dealer-reseller partners are held to in the AstroTurf Corporation family of surfacing brands. Customer service as needed is done directly by our in-house sales team or the distributor working with the agency. Required response times are within 24 hours for all AstroTurf Corporation employees and our partner network.</p> <p>When an order for service needs to be fulfilled, the AstroTurf team will take the required action to ensure the order or service needed is dealt with accordingly.</p> <p>Emergency orders are uncommon for the sports surfacing industry and are evaluated and fulfilled within the shortest time possible. Warranty issues take precedence in our culture and are manufactured and shipped quickly to meet customer deadlines.</p> <p>A quarterly bonus incentive is offered to all AstroTurf Corporation employees.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	AstroTurf Corporation and our partner network service the entire United States and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are absolutely able and willing, however we are in need of the opportunity to further educate our Canadian team about the value of Sourcewell and Canoe. We expect to be more engaged with Canoe should we be awarded this contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	AstroTurf Corporation and our partner network service the entire United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We have no limitations on selling the cooperative purchasing method to any Sourcewell members.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Outside of an additional shipping cost, AstroTurf Corporation has no further requirements or restrictions to perform in Hawaii, Alaska and US territories.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In 2018 AstroTurf Corporation hired dedicated Cooperative Purchasing Director Victoria Stringham, former TCPN/National IPA Regional Sales Manager, to lead and train our direct and indirect sales team, as well as interface directly with customers about the benefits of cooperative purchasing. With this higher level of engagement and experience, we have seen our new sales program almost double cooperative purchasing sales through various co-op contracts.</p> <p>Victoria will continue to manage the Sourcewell contract and serve as the AstroTurf Corporation in-house expert and key resource for all sales channels, as described below:</p> <ul style="list-style-type: none"> • Present Sourcewell contract information and training at National Sales Team meetings for each brand • Articulate the advantage of engaging with our dedicated representative from the Sourcewell Supplier Development team • Review contract sales and manage our extensive systems to track and report sales • Participate in weekly Sales Team calls for all regions and brands • Work directly with customers in tandem with the local Sales Manager to educate on the value and benefit of using the Sourcewell cooperative contract • Attend trade shows and sales calls with selling team to promote cooperative purchasing • Update our contract Pricing Workbook, as needed 	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>AstroTurf has invested in many digital resources to help build a connection between our brand and its audience. We strive to make our web content more searchable and readily available through SEO and by providing valuable content. Our website is equipped with lead forensics to ensure that we are following up in the correct way with those that are interested in our offerings. We consistently run Ad Roll digital campaigns that target potential customers as well as re-target those who visit our website.</p> <p>AstroTurf's social media is recognized as the industry leader in audience, mentions, and engagement. Our website tools such as our Field Configurator and Virtual Campus were also industry firsts. AstroTurf provides itself with not only being the icon that invented the industry, but also the leading innovator, and the most imitated.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our expectation is that Sourcewell will continue to provide marketing, sales, administrative support, and supplier development opportunities through your various regional training events throughout the year. We have enjoyed working with our assigned contract administration specialist through the years and appreciate their attention and continued support to AstroTurf, our dealer-distributor network and directly with our customers. Marketing collateral and the Sourcewell website are a key component of our sales success.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	AstroTurf Corporation products and services are sold exclusively through our in-house direct sales team and dealer network within each brand. Due to the nature of synthetic surfacing sales, online ordering is impossible as projects are highly customized to the dimensions, conditions, and specifications that always vary on a case-by-case basis. Our website (www.astroturf.com) has extensive product information and enables users to connect directly with their local Sales Manager or local distributor who will evaluate the scope, meet with the customer and process the order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	AstroTurf Corporation includes a no-cost optional equipment and maintenance training with all purchases, provided by the project foreman/manager for the installation or service. We always recommend our customers take advantage of this service.	*
41	Describe any technological advances that your proposed products or services offer.	Laykold, the official surface of the US Open, is the leading global court brand and offers the world's widest range of court surfacing systems, which is why we're trusted and chosen by 8 of the top 13 hard court Pro Tour events in USA and Canada. Hard courts have been taking a toll on players for too long, and Laykold's innovative surfaces are transforming the	

life and value of the court... and the game itself. Laykold is transforming tennis court performance with Force Reduction courts; our goal is to reduce player / coach injury and fatigue by providing a surface that encourages and enables more play:

Laykold Force Reduction hard courts offer 15-21% force reduction

Over 10 years they retain 98% of their cushion resiliency

All courts feature Laykold's US Open-quality topcoats

Laykold's Force Reduction Revolution gives players the performance, consistency, pace and color of hard court tennis, plus the easy-on-your-body benefits usually associated with clay or grass. In a nutshell, Force Reduction courts deliver less fatigue and reduce the risk of injury, which means you can play on Monday, and bounce back by Wednesday. And even join in on Saturday's club day. Pain free!

Traditional hard court tennis is notoriously tough on the body, wearing down major joints such as the knees, hips and ankles, and creating lower back problems. Technological advances with shoes, apparel and racquets over the last 30 years have been remarkable: rackets are lighter and more powerful, apparel is both UV resistant and moisture wicking, while tennis shoes are lighter, more supportive and increasingly environmentally friendly.

However, the fundamental recipe for court surfaces has remained the same for decades.

Courts, the most critical component of the player experience, have received relatively little in the way of R&D in the last 35 years – it's time for a radical shift.

Laykold's Force Reduction courts are the step change in tennis court performance that the players, young and old, are demanding. Old cushion court technology typically begins to harden within two to three years, degrading down to a 0% force reduction approximately five years after installation.

This has given the idea of cushion courts a bad name and the tennis community is understandably skeptical. However, Laykold's technology has no resemblance to these old-tech surfaces.

Chosen by Serena Williams for a training court, Laykold Masters Gel is the most advanced court system in the world and is unique to Laykold. *

Made with 60% renewable resources, its area elastic surface minimizes the depth of 'foot depression', which protects an athlete's knees and ankles from injury during high-velocity, lateral changes of direction. Laykold Masters Gel doesn't just absorb the force an athlete produces during competition, it returns that energy to the athlete, reducing fatigue.

Laykold Masters Float is the choice for revitalizing facilities suffering from cracked or deteriorated court sub-bases, thus enticing players back with a superior experience and look.

The system also delivers environmentally, featuring a shockpad which includes recycled tennis balls (4,000 balls used in a single court) while the topcoat is 50% renewable material by weight, and the adhesive and pore-filler are made with 40% renewable content.

The force reduction in our Laykold Masters 5 is provided by a 5mm shockpad made with recycled tennis balls. It is the choice for advanced-player comfort and at indoor facilities. The court is coated with US Open-quality Laykold acrylics for consistent bounce, pace and reliable footing.

All three Laykold court systems retain up to 98% of their flexibility after 10 years and boast a five-year warranty.

Laykold's willingness to invest in cutting-edge green tech and lead innovation at the court performance level speaks volumes. We're prepared to stand apart and raise the standard for the industry. Our Force Reduction courts provide traditional hard court performance but with a level of added player protection that will deliver huge long-term benefits to the sport. It's about a duty of care - to the tennis community as a whole and the junior players coming through, who deserve to have access to development pathways with the latest innovations that enhance player performance and longevity.

Force Reduction courts are essential for the physical recovery and injury prevention of younger players. Hard court play is a crucial ingredient for aspiring junior players allowing the development of sound offensive and defensive techniques and strategies within their game. Now, with Laykold's cutting-edge range of Force Reduction hard courts, junior players can maximise their time on the court without fear of over-use or risking long-term joint injury. For older players the force reduction benefits are obvious – happier knees and faster recovery equals more tennis, which leads to better overall health and wellbeing.

		Ultimately Force Reduction courts are better for players, clubs, facilities and for tennis, from grassroots to the professional circuit.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Sport Group, AstroTurf Corporation's parent company, is rated #1 on ESG performance in the building products category. Sport Group's ESG Risk Rating places it first in the Building Products industry as assessed by Sustainalytics.</p> <p>Sport Group's strength is sustainable products and services, for example the Poligras Tokyo GT hockey turf used at the Tokyo 2020 Olympic Games which was made from 60% sugar cane. Overall, Sport Group has reduced carbon emission intensity (scope 1 & 2) by 22% since 2018.</p> <p>AstroTurf Corporation and the Sport Group companies are dedicated to green technology, investing more in R&D than any other company in our industry. This ESG independent ranking by Sustainalytics proves our commitment to sustainable practices and places us in the top 3% of companies globally.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Laykold, manufactured by APT, is the only tennis courts brand made in the USA & Australia at ISO certified factories. APT is certified for ISO 14001 Environmental Management Systems. But what does this actually mean?</p> <p>The ISO 14001 environmental standard helps organizations to find solutions to the big global challenges surrounding environmental stewardship. Combined with the Quality Management System certification, it enables transparency about products and best practices for limiting their impacts. Our ISO 14001:2015 certification means that we are able to minimize how our operations negatively affect the environment, comply with and go beyond applicable laws, regulations, and other environmentally oriented requirements, and continually improve our environmental practices and technology.</p> <p>This ISO certification amounts to a non-negotiable commitment to providing our customers with the most reliable and effective products and services, while promoting environmentally conscious practices throughout our operations. The value this generates means our processes and products are the most sustainable in the court industry and lower the cost to the environment and our certification demonstrates a commitment to greater transparency, responsibility, safety and quality which matches and amplifies the values and requirements of our customers and stakeholders. Certification carries a transferable reputational value.</p> <p>This is why, as a true chemical company rather than a simple court paint one, we consider ISO certification to be a fundamental requirement, not a nice-to-have. It goes beyond a badge, beyond marketing jargon and delivers proven value.</p> <p>'What's the best way of doing this?' is the question that the US Tennis Association asked of our industry when it put its US Open court contract out to bid. We have been chosen and trusted with the opportunity to answer that for them. If customers have the same question when it comes to installing or replacing their courts, we can help to answer it. Don't just take our word for it though. Take the ISO's.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Our current distributor partners for our Laykold sport courts division do not include any minority, small business or veteran certifications. When a customer requests that we adhere to their diversity initiative, we will evaluate and participate depending on a variety factors. Typically we can subcontract a small portion of the project to a local WMBE/SBE vendor, as required.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>AstroTurf Corporation is different from competitors in a multitude of ways, including innovation, research and development, our master batch and commitment to quality and service, above all. In addition we take pride in offering advanced, state-of-the-art, multi-sport and specialized synthetic surfacing systems with proprietary engineered technologies, leveraging the industry' largest vertically-integrated manufacturing system.</p> <p>Additional information is included in this bid response.</p>

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	AstroTurf Corporation has no geographic limitations for warranty repairs. Service is provided
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	AstroTurf Corporation warrants all products and services for the project, regardless of the rare occasion where a product may be sourced from a different manufacturer.
51	What are your proposed exchange and return programs and policies?	In the event an item is damaged or considered to need replacement during the warranty period, we will work directly with the customer to replace the product. Should defective or incorrect material be delivered, we arrange to return the material at no cost to customer and will pay all shipping costs for the return shipment.
52	Describe any service contract options for the items included in your proposal.	Sport court service and repair options are offered to customers. See Pricing Workbook attached in the bid response.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>Customer payment methods are by check, ACH/wire, or credit card. Credit card payments incur a 1.5% surcharge fee. Terms are 30 days for materials only and 60 days for materials plus installation.</p> <p>We invoice customers based upon the PO or executed contract, with most POs billed in full at project completion unless otherwise specified. Customer contracts may be invoiced based on Schedule of Values completed (progressive billing). Once the project is completed and paid in full, AstroTurf will report the purchase to Sourcewell with our fee payment, on a quarterly basis.</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>AstroTurf Corporation partners with PNC Vendor Finance to deliver customized and innovative customer finance solutions. North America's most prestigious colleges, universities, high schools and professional sports organizations count on PNC Vendor Finance to help their organization improve player and fan experiences, accelerate sales and create competitive advantages.</p> <p>With proven industry experience in the development and implementation of finance solutions, PNC Vendor Finance specialists help AstroTurf clients meet their facility usage and budget needs.</p> <p>Payments can be framed as fixed expenses that are built into an operating budget, rather than passing bonds. This arrangement also makes the process of replacing a field seamless – especially in combination with cooperative purchasing contracts.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Because each Laykold dealer-distributor is unique as a third-party independent company, AstroTurf Corporation does not mandate a specific order form or Terms and Conditions for their business.</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>P-cards are accepted but incur a 1.5% surcharge fee.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	AstroTurf Corporation uses discounted line-item pricing as included in the bid response.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	6% discount to Sourcewell members as outlined in the Pricing Workbook.
59	Describe any quantity or volume discounts or rebate programs that you offer.	AstroTurf does allow an additional volume discount to be negotiated on a case-by-case basis. Typically this would apply to a service agreement for a set time, or multiple courts being constructed or serviced.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	AstroTurf Corporation is not including any sourced or open market items with our bid response.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The Pricing Workbook included in this bid response includes all acquisition costs, including freight and delivery.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A - No additional cost for freight, shipping or delivery.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A - No additional cost for freight, shipping or delivery.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Most of our cooperative or state contracts have a 3% discount vs. the 6% discount being offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All pricing is controlled in-house per the terms of an MOU with each Laykold distributor-dealer. We are copied on distributor proposals and invoicing for tracking and receive quarterly reporting from our distributor network.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	MOU for each distributor-dealer Visibility on each cooperative purchasing project Retain a copy of each customer PO submitted
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% administrative fee, per project sale

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	AstroTurf Corporation is only offering our sport courts products and services for this solicitation response. This includes our Laykold brand court systems and related sitework and construction services. Our Pricing Workbook with more details is included in this bid response.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	No subcategories apply to our offering.

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

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

Line Item	Category or Type	Offered *	Comments
71	Athletic surfacing materials such as: Hardwood, Synthetic, Rubber, Sports Vinyl and Clay.	<input checked="" type="radio"/> Yes <input type="radio"/> No	AstroTurf Corporation is offering our Laykold brand of sport court products and services.
72	Equipment, options, accessories, technology and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	AstroTurf Corporation is offering our Laykold brand of sport court products and services.
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support.	<input checked="" type="radio"/> Yes <input type="radio"/> No	AstroTurf Corporation is offering our Laykold brand of sport court products and services.

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	<p>AstroTurf Corporation is different from competitors in a multitude of ways, including innovation, research and development, our master batch and commitment to quality and service, above all. In addition we take pride in offering advanced, state-of-the-art, multi-sport and specialized synthetic surfacing systems with proprietary engineered technologies, leveraging the industry' largest vertically-integrated manufacturing system.</p> <p>Additional information is included in this bid response.</p>
75	Describe any sustainability design features your product offers.	<p>Sport Group, AstroTurf Corporation's parent company, is rated #1 on ESG performance in the building products category. Sport Group's ESG Risk Rating places it first in the Building Products industry as assessed by Sustainalytics.</p> <p>Sport Group's strength is sustainable products and services, for example the Poligras Tokyo GT hockey turf used at the Tokyo 2020 Olympic Games which was made from 60% sugar cane. Overall, Sport Group has reduced carbon emission intensity (scope 1 & 2) by 22% since 2018.</p> <p>AstroTurf Corporation and the Sport Group companies are dedicated to green technology, investing more in R&D than any other company in our industry. This ESG independent ranking by Sustainalytics proves our commitment to sustainable practices and places us in the top 3% of companies globally.</p>
76	Describe the installation process and how it is managed from product order to completion.	<p>AstroTurf Corporation and our dealer-distributor partner network engage directly with the customer as a project manager, including any required design and civil engineering, to the proposal, to the installation and/or service of the project. A project manager is assigned to the site during the process and works with the customer on close-out or punch-list items to address before the project is complete and warranty issued.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 2022 Sourcewell Pricing.xlsx - Thursday March 10, 2022 15:00:56
- [Financial Strength and Stability](#) - Financial Docs File.pdf - Thursday March 10, 2022 15:49:09
- [Marketing Plan/Samples](#) - Master File_Marketing.pdf - Thursday March 10, 2022 16:26:52
- [WMBE/MBE/SBE or Related Certificates](#) - Laykold Certs.pdf - Thursday March 10, 2022 16:15:02
- [Warranty Information](#) - Laykold Warranties.pdf - Thursday March 10, 2022 15:52:05
- [Standard Transaction Document Samples](#) - Master File_Laykold Proposals.pdf - Thursday March 10, 2022 16:07:08
- [Upload Additional Document](#) - Co-Op Laykold_Indoor Partners_Feb 2021.xlsx - Thursday March 10, 2022 16:28:56

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Victoria Stringham, Director of Cooperative Purchasing, AstroTurf Corporation

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Athletic_Surfaces_RFP_031022 Thu March 3 2022 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Athletic_Surfaces_RFP_031022 Fri January 28 2022 03:18 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Athletic_Surfaces_RFP_031022 Fri January 21 2022 01:20 PM	<input checked="" type="checkbox"/>	1

CONTRACT FOR FURNISHING AND INSTALLATION OF POST TENSION CONCRETE TENNIS COURTS

THIS CONTRACT (“CONTRACT”) FOR FURNISHING AND INSTALLATION OF POST TENSION CONCRETE TENNIS COURTS dated as of November 6, 2024 (the “Effective Date”), is made by and between the **City of West Haven** (“Owner”) and **Hinding Tennis Courts, LLC** (“Contractor”), each a “Party” and collectively, the “Parties”.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work.

Contractor will provide the services, equipment and materials required for furnishing and installing four (4) post tension concrete tennis courts, and any related equipment and services as set forth on Exhibit A attached hereto and made a part hereof (the “Work”), all in accordance with the Contract Documents, as defined in Article 5 of this Contract. The Work will take place at Painter Park, located at 190 Kelsey Avenue, West Haven, Connecticut (the “Property”).

Article 2. Contract Time.

The term of this Contract shall commence upon the Effective Date and shall terminate on the earlier to occur of (a) payment of all sums due and payable under this Contract or (b) , 202 , subject to any extensions of time for completion of the Work and modifications in approved Change Orders time being of the essence. The Work shall commence upon satisfaction of the conditions precedent set forth in Section 11.15 below and conclude weeks thereafter, subject to any extensions of time for completion of the Work, time being of the essence.

Article 3. Contract Price.

Owner will pay to Contractor an amount equal to Seven Hundred Ninety-Five Thousand and 00/100 Dollars (\$795,000.00) (“Contract Price”), itemized in accordance with Exhibit A.

Article 4. Change Orders.

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Contractor (“Change Order”)

Article 5. Contract Documents.

The “Contract Documents” shall mean this Contract, Exhibit A, Exhibit B, and Exhibit C hereto.

Article 6. Payments to Contractor. Contractor shall submit monthly applications for payment to the City (each an “Application for Payment”) on or before the last Thursday of each month during the term of this Contract. Applications for payment approved by the City’s ARPA Committee shall be payable within forty-five (45) days after such approval.

Each Application for Payment shall include a statement of Work for which compensation is sought, together with such other substantiation as City shall require. Each Application for Payment shall include all Work performed by Contractor for compensation. Contractor shall submit its final Application for Payment no later than thirty (30) calendar days after final completion of the Services. City will provide Contractor an Internal Revenue Service Form 1099-MISC in connection with the payments provided hereunder.

Article 7. Federal Requirements. This Contract is being funded with ARPA funds. The Parties shall comply with all federal requirements applicable to this Contract and performance of their respective obligations under this Contract, including, without limitation, the requirements set forth in Exhibit B attached hereto and made a part hereof.

Article 8. Contractor's Representation.

To induce Owner to enter into this Contract, Contractor makes the following representation:

Contractor has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor is duly licensed to perform the Work as required by applicable federal, state and local laws and regulations.

Article 9. Contractor's Responsibilities.

9.1 Performance. Contractor will perform the Work in accordance with the Contract Documents. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for the Work.

9.2 Personnel. Contractor will provide competent, suitable personnel fully capable to perform the Work as required by the Contract Documents. Contractor will at all times maintain good discipline and order at the Property.

9.3 Furnished Items. Contractor will furnish and be fully responsible for all materials, equipment, labor, transportation, installation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work, except as provided by Owner.

9.4 Materials. All materials and equipment will be of good quality and new. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

9.5 Subcontractors. Contractor may not subcontract any of the Work without the prior written consent of Owner, which may be granted or withheld in Owner's sole and

exclusive discretion. Contractor will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractor, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractor, supplier or other person or organization except as may otherwise be required by applicable laws and regulations.

9.6 Permits; Inspections. Contractor will obtain all permits and licenses and will pay for all such permits and licenses required for the Work, except to the extent such permits and licenses are exempt from fees. Owner will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor will arrange and coordinate all governmental inspections required for the Work. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

9.7 Taxes. Contractor will pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the Work that are applicable during the performance of the Work. Owner represents that all completed Work is exempt from sales and use tax.

9.8 Use of Property. Contractor will confine installation equipment, the storage of materials and equipment, and the operations of workers to areas of the Property designated by Owner, and will not unreasonably encumber the Property with materials or equipment. Contractor will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Contractor will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, installation equipment and machinery, and surplus materials, and will leave the Property clean and the Work ready for use by Owner.

9.9 Record Documents. Contractor will maintain in a safe place at the Property for Owner's access one record copy of all drawings, specifications, manuals, addenda, written amendments, Change Orders, and the like, in good order and annotated to show all changes made during installation, which will be delivered to Owner upon the expiration or earlier termination of this Contract.

9.10 Safety. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will comply with all applicable laws and regulations relating to the safety of persons and/or property.

9.11 Continuing the Work. Contractor will carry on the Work and adhere to the

progress schedule during all disputes or disagreements with Owner.

9.12 Damage to the Work. Contractor will repair or replace, at Contractor's sole expense, every portion of the Work that is damaged or destroyed prior to final completion, except to the extent such damage or destruction is caused by Owner.

9.13 Warranty. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, will not be defective and will be fit for its intended purpose. If within one (1) year after the later of the date of final completion or completion of warranty work, or such longer period of time as may be prescribed by applicable laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, not fit for its intended purpose or otherwise not in accordance with the Contract Documents, Contractor will promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Work, or if it has been rejected by Owner, remove it from the Property and replace it with Work that is not defective and is in compliance with the Contract Documents. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have such Work corrected or such Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. Contractor shall assign all manufacturers' and suppliers' warranties to Owner, effective upon expiration of the above-stated warranty period for Contractor's warranties.

9.14 Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless Owner and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any and all losses, liabilities, costs, fees (including, without limitation, attorneys' fees), expenses, damages and economic detriment of any kind whatsoever that arises out of or relates to the performance or non-performance of the Work, except to the extent arising out of the negligence or willful misconduct of Owner.

9.15 Related Work at Property. Owner may perform other work at the Property that is not part of the Work by Owner's own forces or may let other direct contracts therefor. Contractor will afford Owner's own forces, and any other contractor who is a party to such a direct contract, proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work.

Article 10. Contractor's Insurance. Contractor shall purchase and maintain the insurance policies required under Exhibit C attached hereto and made a part hereof, in accordance with the provisions of Exhibit C.

Article 11. Miscellaneous.

11.1 Contractor may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion.

11.2 This Contract shall be binding upon the Parties and their respective successors and permitted assigns.

11.3 This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the laws of the State of Connecticut, exclusive of its body of law governing conflicts of laws.

11.4 This Contract may be modified, amended, changed, or otherwise altered (except as otherwise specifically provided herein), in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

11.5 The waiver of any breach of any of the provisions of this Contract by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach by such Party, either of the same or of another provision of this Contract.

11.6 Time is of the essence in the performance of this Contract.

11.7 This Contract contains the entire agreement between the parties hereto, and no statement, promise, or inducement made by either Party that is not contained or referenced in this Contract shall be valid or binding upon the Parties.

11.8 The article and section headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.

11.9 Invalidation of any of the provisions of this Contract or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Contract.

11.10 Contractor represents and warrants to Owner that Contractor's entering into this Contract and the performance of its obligations under this Contract have been duly authorized by necessary corporate action of Contractor and that all of its obligations under this Contract constitute legal, valid and binding obligations of Contractor, enforceable in accordance with their respective terms. Contractor further represents and warrants to Owner that there is no other agreement, instrument or document that prevents or interferes with Contractor's entering into and performing its obligations under this Contract or that would be violated by Contractor's entering into and performing its obligations under this Contract.

11.11 This Contract may be executed in counterparts, which, together, shall constitute one and the same document. Facsimile and pdf copies of signatures shall be deemed original signatures.

11.12 Title and risk of loss for the Work shall remain with the Contractor until installation.

11.13 To the extent the Work contains software that is installed into the Work by Contractor owns this software and each sale of a software-containing product is not a sale of such software; it includes only a license to use the software in the product in which the software was initially installed solely in accordance with the documentation provided with such product.

11.14 Contractor shall provide such training as reasonably requested by the City at the time of installation without charge.

11.15 In addition to the condition precedent set forth in Exhibit C regarding Insurance, the following are conditions precedent to Contractor's commencement of the Work:

(a) A Disclosure and Certification Affidavit executed and delivered by Contractor to the Owner with information that is acceptable to Owner in its sole and exclusive discretion. Each invoice submitted by Contractor to Owner shall include a certification that the information contained in Contractor's Disclosure and Certification Affidavit executed in connection with entering into this Contract remains true and correct in all material respect;

(b) A W-9 form executed and delivered by Contractor to Owner that is acceptable to the Owner in its sole and exclusive discretion;

(c) Evidence reasonably satisfactory to Owner of due authorization of Contractor entering into this Contract; and

(d) Approval of this Contract by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut.

Contractor shall diligently pursue satisfaction of the condition precedent set forth in Exhibit C, as well as the conditions precedent set forth in Sections 11.15(a), (b) and (c) above.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

OWNER

CONTRACTOR

City of West Haven

Hinding Tennis Courts, LLC

By: _____
Dorinda K. Borer, Mayor

By: _____
Its: _____

Address for giving notices:

Address for giving notices:

Ken Carney, Chair
City of West Haven ARPA Committee
355 Main Street, 3rd Floor
West Haven, CT 06516

Hinding Tennis Courts, LLC
24 Spring Street
West Haven, CT 06790
Attn: Vincent Ropuano

Approved as to form:

Mark J. Malaspina
Carmody Torrance Sandak & Hennessey LLP

EXHIBIT A

THE WORK

Without limitation, the Work shall include items listed on Contractor's quote attached hereto and made a part hereof, as shown on the map attached hereto and made a part hereof.

HINDING PROPOSAL

PROCEDURE TO BE AS FOLLOWS:

Furnish Materials to install a Post Tension Tennis Court The court is located at 190 Kelsey Avenue West Haven Connecticut.

Note: If Rock Ledge is hit there will be an additional cost for time and materials

	Qty
Tree removal and Disposal <i>Note: trees to be removed will be clearly marked and approved by the town. will be clearly marked</i>	1
Fence Removal - Fence Removal: Remove and dispose of fence posts, fabric and fence post footings	1
Asphalt Reclaim - Reclaim existing asphalt surface	1
Site Work - Excavate 8-12 inches of existing material and furnish material to establish substrate	1
Drainage - Install 2x2x2 curtain drain with 1 1/2" crushed stone base, filter fabric and perforated pipe.	540 L.F
Laser grade - Base material and establish 1% pitch East to West.	1
Tennis Net Post Footings <i>(Including New Net, Posts, Center Anchor and Straps)</i> - Furnish and install one set of Douglas Premier Posts in 3'x3'x3' 2500 P.S.I. Concrete Footing.	1
10' Foot Chain Link Fence Installation - 10' Foot Chain Link Fence Installation: Furnish and install 10' High 8 gage fuse-bonded chain link fence	840 L.F
Post Tension Concrete Court - A. Form work will be installed around the entire perimeter of the tennis courts. B. New net post sleeves to be set in their own concrete footings. C. Two layers of 6 mil poly placed over the entire court area. D. Encapsulated Post-tensioning tendons laid out according to PTI specifications. E. A 5" thick, 3000 psi concrete slab poured monolithically inside the forms. F. Post-tensioning cables stressed according to PTI specifications and procedures. G. The concrete surface was checked for flatness, according to the ASBA guidelines. Any deviations will be brought to proper tolerances with 5000 psi epoxy concrete. H. Final cable stress, cable ends cut off inside the cone holes, and the holes filled with non-shrink grout. I. After allowing 30 days for the concrete surface to cure, apply an acid etching solution to abrade the concrete and prepare the surface for subsequent coatings.	1
Shot Blasting Concrete - Procedure to establish proper profile to a concrete surface	1
TI-Coat - Apply TI-Coat Epoxy and first coat of Acrylic Resurfacer to the entire court	1
3 Coats of Acrylic Color Coating - Furnish and install the (3) coat acrylic color coating surface system to entire area. The Hinding surfacing system consists of three distinct components 1 Resurfacer Coat, 1 Filler Coat, 1 Finish Coat.	1
Tennis Line Striping USTA - Layout and mask all lines per USTA. Apply one coat of acrylic line primer. Once line primer has cured apply One (1) coat of textured White Line Paint.	2
Pickleball Lines - Layout and Stripe Pickleball Lines on court	4

**Pricing as Indicated Below:
Total: \$795,000.00**

tennis courts Painter park

Legend



-  Kelsey Ave
-  West Haven Parks & Recreation



EXHIBIT B
FEDERAL FUNDING REQUIREMENTS ADDENDUM

For purposes of this Exhibit B, the term “contract” shall mean “Agreement”, the term “contractor” shall mean “Contractor”, and the term “Owner” shall mean the City of West Haven. For convenience, reference to any gender herein means the applicable gender. This contract is funded using ARPA funds. In meeting its obligations under this contract, contractor shall comply with all funding requirements of the federal government applicable to the use of ARPA funds in particular and federal funds in general.

Without limiting the generality of the foregoing, during the performance of this contract, the contractor will comply with the requirements of the federal:

- Clean Air Act

- Davis-Bacon Act

- Work Hours and Safety Standards Act.

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information

of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by

the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor may not charge the Owner directly or indirectly for any "Covered Telecom," as defined below. The federal government's System for Award Management (SAM) (<https://www.sam.gov>) lists certain "Excluded Parties" (as defined therein) who are excluded from receiving federal awards for "covered telecommunications equipment or services" referenced therein ("Covered Telecom"). Any procurements and resulting contracts prepared by the contractor for the Owner shall prohibit vendors from directly or indirectly charging the Owner for Covered Telecom.

Any and all procurements for construction services, goods or materials shall comply with the federal government's "Build America, Buy America" and "Buy American" requirements, if and to the extent applicable to the Project or any portion thereof.

EXHIBIT C

CONTRACTOR'S INSURANCE

As a condition precedent to the commencement of the Work, and as a condition of Work site access the Contractor shall have the following insurance coverages in place in accordance with the following provisions and shall deliver to the City (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance ("COI") evidencing such insurance coverages.

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability – Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.

- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

2. Business Auto/Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance:

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- \$500,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers' Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Professional Liability Insurance – Minimum Limits required:

- \$2,000,000 per occurrence
- \$3,000,000 aggregate

5. Umbrella Liability/Excess Liability – Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the CGL, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers,

officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.



Office of the Finance Director

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

MARB Contract Form

Contract Name	Municipal Solid Waste (MSW) Services				
City Agency	Public works				
Vendor Utilized	Affordable Waste Systems, LLC				
Address	662 Coe Ave				
City, State, Zip	East Haven, CT 06512				
Procurement Process	<input type="checkbox"/> Bid/RFP [2025-18] <input type="checkbox"/> State Contract [Enter State Contract] <input type="checkbox"/> Cooperative Agreement [] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source				
No of Bid/RFP Respondents	1 Affordable Waste				
Quote No('s) if applicable					
Source of Funds	City Operating Funds-Public Works				
Quantity	1.00	Price Per:	\$0.00	Total Price	Year 1 \$2,268,000 Year 2 \$2,437,695 Year 3 \$2,566,579
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	MSW services related to curbside collections, curbside recycling collections, bulk trash collections, and Leaf Bag collections.				
Department Submission [Name and Title]	Robert Sandella, Acting Commissioner Public Works Rick Spryer, chief of Staff				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

From: ralphjr trashmasterllc.com
ralphjr@trashmasterllc.com
Date: Sep 12, 2024 at 1:21:20 PM
To: ralphd trashmasterllc.com
ralphd@trashmasterllc.com

CITY OF WEST HAVEN
ADDENDUM I
RFP 2025-18 MSW CONTAINER (NAME CHANGE)

Please be advised that the name of RFP 2025-18 has been changed to "**MSW Curbside.**"

The City of West Haven requires all interested parties to attend a mandatory pre-bid meeting on **September 18, 2024, at 1:00 PM in the 3rd Floor Conference Room of West Haven City Hall, located at 355 Main Street, West Haven, CT.**

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a long, horizontal, wavy line that tapers to the right.

AFFORDABLE WASTE SYSTEMS LLC

662 COE AVENUE

EAST HAVEN, CT 06512

203-466-0101 PHONE

203-466-0102 FAX

Ms. Kathy Chambers
Sr Buyer, Procurement Analyst
City of West Haven
355 Main St
West Haven, Connecticut 06516

Dear Ms. Chambers:

We have read the Request for proposals and fully understand it's intent and content. We certify that we have adequate experience and personnel to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the City of West haven.

We propose to proposal on the following services:
Curbside MSW, Recycling, Bulk and Leaf Collection

We have completed the Qualifications Analysis (Attachment B). Insurance Requirements (Attachment C), Indemnification (Attachment D), Proposal Cost (Attachment E), and Exceptions to Specifications (Attachment F). We have enclosed a Proposal Surety in the amount equal to 5 percent of the first-year price of our proposal. By submitting this proposal, we are willing to accept the proposed business arrangements, without exception.

It is further understood that all information included in, attached to, or required by this proposal shall be public record upon delivery to the City

Respectfully submitted,
Affordable Waste Systems, LLC

A handwritten signature in black ink, appearing to read "Ralph J DiCaprio Sr.", written in a cursive style.

Ralph J DiCaprio Sr.
Member
September 12, 2024

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Affordable Waste Systems
662 Coe Ave.
East Haven, CT 06512

SURETY:

(Name, legal status and principal place of business) Platte River Insurance Company
185 Asylum Street, Suite 1600
Hartford, CT 06103

OWNER:

(Name, legal status and address)
City of West Haven
355 Main Street
West Haven, NY 06516

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5% OF BID)

PROJECT:

(Name, location or address, and Project number, if any)
2025-18 City of West Haven Curbside MSW, Recycling, Leaf Bag and Bulk Pickup

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

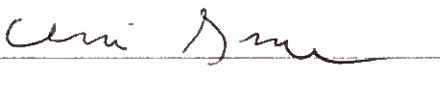
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of September, 2024


(Witness)


(Witness)

Affordable Waste Systems
(Contractor as Principal)  *(Seal)*

(Title) Member
Platte River Insurance Company
(Surety)  *(Seal)*
(Title) Diana Toledo, Attorney-in-Fact

Init.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JEFFREY P. DELDIN; CHRISTOPHER GREENE; RAEGAN A GUGLIELMO; DIANA TOLLEDO; GREGORY KROEGER; WILLIAM J. PATERNO; JENNIFER MITCHELL

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest: Ryan J. Byrnes, Senior Vice President, Chief Financial Officer and Treasurer; Todd Burrick, Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION; Adam L. Sills, Chief Executive Officer and President

STATE OF WISCONSIN } S.S.; COUNTY OF DANE

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele, Notary Public, Dane Co., WI, My Commission Is Permanent

STATE OF WISCONSIN } S.S.; COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20 day of September, 2024



Suzanne M. Broadbent, Secretary

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2022

Admitted Assets

Cash and invested assets:	
Bonds	\$ 159,277,074
Common stocks	88,488,066
Cash, cash equivalents and short-term investments	552,120,200
Receivables for securities	1,549
Total cash and invested assets	<u>799,886,889</u>
Investment income due and accrued	1,049,435
Uncollected premiums and agents' balances in course of collection	(117,342,707)
Deferred premiums, agents' balances and installments booked but deferred and not yet due	4,562,781
Amounts recoverable from reinsurers	7,194,246
Other amounts receivable under reinsurance contracts	234,742
Current federal and foreign income tax recoverable and interest thereon	13,235,508
Net deferred tax asset	3,983,005
Electronic data processing equipment and software	786,527
Receivables from parent, subsidiaries and affiliates	445,608
Other admitted assets	487,631
Total admitted assets	<u>\$ 714,523,665</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 199,396,837
Reinsurance payable on paid losses and loss adjustment expenses	313,114,222
Loss adjustment expenses	35,878,768
Commissions payable, contingent commissions and other similar charges	655,318
Other expenses (excluding taxes, licenses and fees)	13,382,148
Taxes, licenses and fees (excluding federal and foreign income taxes)	41,938
Unearned premiums	161,874,319
Advance premium	8,596
Ceded reinsurance premiums payable (net of ceding commissions)	69,932,486
Amounts withheld or retained by company for account of others	11,085,423
Provision for reinsurance	1,906,000
Payable to parent, subsidiaries and affiliates	1,097,882
Payable for securities	14,469
Other liabilities	712,715
Total liabilities	<u>527,298,321</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	79,100,175
Surplus as regards policyholders	<u>187,225,344</u>
Total liabilities and capital and surplus	<u>\$ 714,523,665</u>

I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2022, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Adam L. Sills

Adam L. Sills
CEO & President



ACKNOWLEDGMENT OF PRINCIPAL:

STATE OF

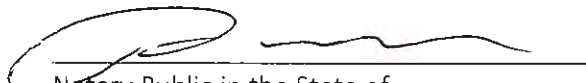
COUNTY OF

On this 20th day of September, 2024 before me personally appeared Ralph J DiCaporis, known to, me to be the Member of Affordable Waste Systems, LLC

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)


Notary Public in the State of
County of EXP 2-28-2025

ACKNOWLEDGMENT OF SURETY:


STATE OF New York

COUNTY OF Putnam

On this 20th day of September, 2024 before me personally appeared Diana Toledo, known to, me to be the Attorney-In-Fact of Platte River Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL)

Raegan A. Guglielmo 
Notary Public in the State of New York
County of Putnam

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires 6/15/ 25

IV. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The supplier, vendor, contractor, and/or bidder agrees: To incorporate Equal Opportunity Employment as described by State and Federal Statute

A). He/she will not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin or ancestry. He/she will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, creed, national origin or ancestry. Such action shall include, but not be limited to the following:

B). Employment, upgrading, demotion or transfer, recruitment or recurrent advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. He/she further agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

C). The supplier, vendor, contractor and/or bidder will, in its solicitations for employees, agrees that all qualified applicants will receive consideration for employment without regard to race, color, sex, creed, national origin or ancestry.

The supplier, vendor, contractor and/or bidder agrees to cooperate fully with the City of West Haven and/or any of its agencies to insure that the purposes of the non- discrimination clause are being carried out



VENDOR CERTIFICATION AND AFFIDAVIT
OF NO REAL OR PERSONAL PROPERTY TAXES OWED
BY BIDDER FOR CONTRACT(S) TO
THE CITY OF WEST HAVEN

STATE OF Connecticut)

COUNTY OF New Haven) SS:

Personally appeared, Ralph J. DiCaprio as

Member on behalf of Affordable Waste
(indicate position of office with bidder)

Systems, LLC (hereinafter called the "Bidder") and, who, being duly

sworn, deposes and says:

1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and Correct and made under penalty of perjury.
3. I make this certification pursuant to Section 42-8B (1) (j) of the Ordinances of the City of West Haven.
4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.



Duly Authorized

Subscribed and sworn to before me on this September 19th day of 2020.



Notary Public/Commissioner of the Superior
Court My Commission expires: 2-28-2025
Affix Seal here

NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED. THIS RIGHT DOES NOT WAIVE OR REMOVE THE

AWARDED CITY OF WEST HAVEN CONTRACTS

Has your ever been awarded a contract to do work for the City of West haven in the past?

If yes to the question above, please list.

MSW 2001 - Present
Recycle 2001 - Present

Has your company ever failed to complete a contract with the City Of West Haven?

Yes _____ No

If yes to the question above , please explain.

Ralph DiCaprio Principal Member
(Name) (Title)
OF Affordable Waste Systems, LLC
(Company)

Certify that the above information is true and my company is located in the City/Town of
662 Coe Avenue East Haven Ct. above address.

Date: 9-16-24

Signed: 

ATTACHMENT E

CITY OF WEST HAVEN, CONNECTICUT
PROPOSAL COST

The Undersigned hereby certifies as follows:

That AWS Ralph DiCaprio have personally and carefully examined the specifications and instructions for the work to be done in the City of West Haven under this proposal or as it is amended from time to time.

That AWS Ralph DiCaprio have made examination of services required under this proposal, and fully understand the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, containers, vehicles, plant, equipment, facilities, and disposal costs, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the said specifications and the foregoing instructions, at the following price stated below:

Residential Collection Service

1. Total Service Cost for one pickup per week collection at all residential dwellings of one to four family units, at the curbside and the four (4) condominium complexes* with door to door service, and transportation of collected MSW to the Bridgeport Resource Recovery Facility or a mutually agreed upon facility.

First year	\$ <u>1,272,500 -</u>
Second year	\$ <u>1,336,200 -</u>
Total price	\$ <u>2,608,700</u>
Third year option	\$ <u>1,336,200 -</u>

*Pricing for a third year will be considered as an option.

**Collection at Condominiums. Total Service Cost for one door to door pickup per week collection at the following condominium complexes should be included in the above total:

<u>Complex</u>	<u>Location</u>	<u>Number of Units</u>
Elm Terrace	96 Jones Hill Road	24
Highwatch	725 Island Lane	20
Oronoque Forest	690 Forest Road	149
Savin Rock (West Walk)	105 West Walk	

-MSW ~~Container~~ Collection Services

We have completed the Qualifications Analysis (Attachment B), Insurance Requirements (Attachment C), Indemnification (Attachment D), Proposal Cost (Attachment E), and Exceptions to Specifications (Attachment F). We have enclosed a Proposal Surety in the amount equal to 5 percent of the first-year price of our proposal. By submitting this proposal, we are willing to accept the proposed business arrangements, without exception.

It is further understood that all information included in, attached to, or required by this proposal shall be public record upon delivery to the City.

Respectfully submitted,

Affordable Waste Systems, LLC
Firm

[Signature] Member
Authorized Signature/Title

9-16-24
Date

ATTACHMENT B

**CITY OF WEST HAVEN, CONNECTICUT
QUALIFICATIONS ANALYSIS**

1. Name and principal address of firm and all relevant phone numbers. Please include the names of all principal officers of the firm.

Affordable Waste Systems, LLC
662 Coe Avenue
East Haven CT 06512
203-466-0101 203-430-8415

1. Principal Contact Persons: Ralph DiCaprio Jr.

2. Indicate the number of years that your firm has been in the MSW Collection business.

23 Years

3. Provide the City with the following information as of August 30, 2024:

- Total number of customers presently being provided MSW ~~Container~~ Collections Services in Connecticut: 2
- Total number of employees company wide and in Connecticut: 30
- Total number of MSW Container Collection trucks in Connecticut: 12
- Total number of containers presently in service in Connecticut: NA
- Address of your firm's headquarters and the address from which your firm will be rendering services (i.e., location where vehicles will be garaged, etc.).

662 Loc Avenue East Haven CT 06512

- List of type, capacity, make, model, year, and mileage of each truck that you will use in the performance of the service(s) proposed.

4. Provide a list of at least (5) current customers for whom your firm is providing MSW Collection service. Please supply the City with the names, addresses, and phone numbers of representatives of each customer who we may contact.

Town of East Haven

Charlie Coyte 203-415-4793

City of West Haven

Dustin Werle 203-466-9516

5. Describe, in sufficient detail, the nature of all pertinent litigation during the past ten (10) years to which the Contractor(s), its Predecessor Corporation, and key personnel have been exposed, both as plaintiff and defendant, relating to contractual obligations and work performed. NA

Page 29 List of Trucks to be Used...

2016	Peterbilt	31yd
2016	Peterbilt	31yd
2020	Peterbilt	31yd
2020	Peterbilt	31yd
2022	Mack	31yd

6. Describe the nature of any labor disputes that the Contractor(s) has been involved in with respect to its contractual obligations during the last (5) years.

NA

7. Identify any relationships between any members of the contractor(s) team to any City officials.

NA

8. Identify any business dealings with the above- identified City Officials. Also identify the names of any known City officials who have more than 5 percent interest in the company as shareholders or any officials who have any business relationship/interest/dealings with the contractors(s). Provide a certified statement as to such information.

NA

9. Provide information on any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related firms and principals to firms. Any pending lawsuits that may affect the firm's ability to carry out this contract (s) must also be disclosed.

NA

10. Although not required as part of the Qualifications Analysis, the City may request the review of the contractor(s) audited or unaudited financial statements.

ATTACHMENT C

CITY OF WEST HAVEN, CONNECTICUT INSURANCE REQUIREMENTS

1. MINIMUM SCOPE AND LIMITS OF INSURANCE

It is agreed that the scope and limits of insurance coverage specified in this attachment are minimum requirements and shall, in no way, limit or exclude the City from additional limits and coverage provided under the Contractor(s) policies.

a. Broad Form Comprehensive General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products/completed operations.

b. Automobile Liability

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

c. Umbrella Liability

\$5,000,000 limit per occurrence.

d. Worker & Compensation

Limits as required by the Labor Code of the State of Connecticut.

e. Employer's Liability

Limits of \$500,000 each accident; \$500,000 disease/policy limit; \$500,000 disease/each employee.

f. Personal Property Coverage

Adequate insurance to cover the value of personal property belonging to the Contractor(s) located on City property while in use or in storage for the duration of the Contract(s).

2. SUBCONTRACTORS

The Contractor(s) shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

3. CLAIMS-MADE FORM

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract(s). The certificate of insurance shall state the retroactive date, and that the coverage is claims-made. The Contractor(s) shall maintain coverage for the duration of the Contract(s) and for the two (2) years following the completion of the Contract(s). Evidence of such coverage shall be provided to the City sixty (60) days prior to each expiration.

It is also agreed that either the Contractor(s) or the City may invoke the tail option on behalf of the party and that any Extended Reporting Period premium shall be paid by the Contractor(s).

4. AGGREGATE LIMITS

Any aggregate limits must be declared to and approved by the City of West Haven. At the option of the City, the insurer shall increase or eliminate the aggregate limit. It is agreed that the Contractor(s) shall notify the City of any erosion of aggregate limits during the Contract(s) term sixty (60) days in advance of cancellation and/or removal.

5. DEDUCTIBLE AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the City of West Haven. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the City of West Haven; or the

Contractor(s) shall procure a bond guaranteeing payment of the losses and related investigations, claims administration, and defense expenses. All deductibles or self-insured retention are the sole responsibility of the Contractor(s) to pay and/or indemnify.

6. NOTICE OF CANCELLATION OR NON-RENEWAL

Each insurance policy required by this attachment shall be endorsed to state the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after sixty (60) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City of West Haven.

7. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

a. Liability (General, Automobile, Umbrella, Professional) Coverage

- 1) The City of West Haven and its respective officers, agents, officials, employees, volunteers, Boards, and Commissions are to be named as additional insureds as respect to liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); premises owned, leased, or used by the Contractor(s). The coverage shall contain no special limitations on the scope of protection afforded to the City of West Haven.
- 2) The Contractor(s)'s insurance coverage shall be primary insurance as respects to the City of West Haven. Any insurance or self-insurance maintained by the City of West Haven shall be excess of the Contractor(s)'s insurance and shall not contribute with it.
- 3) Any failures to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Haven.
- 4) Coverage shall state the Contractor(s)'s insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

a. Workers' Compensation and Employer's Liability Coverage

1. The insurer shall agree to waive rights and subrogation against the City of West Haven for losses arising from the work performed by the Contractor(s) for the City.
2. If State statute does not require the Contractor(s) to obtain Workers Compensation insurance, then the Contractor(s) shall furnish the City with adequate proof of the self-employment status. The Contractor(s)

shall agree to waive all rights of claims against the City from the losses arising from the work performed by the Contractor(s). In the event that, during the Contract(s); the self-employment status should change, the Contractor(s) shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the Contractor(s) as required by this attachment.

8. ACCEPTABILITY OF INSURERS

- a. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
- b. Insurance companies must either be licensed to do business in the State of Connecticut, or otherwise be deemed acceptable by the City's Risk Manager.

9. VERIFICATION OF COVERAGE

The Contractor(s) is capable of meeting and is willing to provide the insurance requirements as stated above.



Duly Authorized Signature

ATTACHMENT D

**CITY OF WEST HAVEN, CONNECTICUT
INDEMNIFICATION**

The Contractor(s) shall defend, indemnify, and hold harmless the City, its Boards and Commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), liabilities, or judgments of any name or nature for injuries or alleged injuries to person (including death) or to property, or financial losses, sustained or alleged to have been sustained by any person of concern, including officers, agents, servants, employees, and subcontractors of the City in the performance of this Contract(s). This indemnity shall not be affected by other portions of this Contract(s) relating to insurance requirements.

The Contractor(s) is willing to accept this proposed indemnification provision.

A handwritten signature in black ink, appearing to be "D. D.", written over a horizontal line.

Duly Authorized Signature

Date 9-16-24

ATTACHMENT E

CITY OF WEST HAVEN, CONNECTICUT
PROPOSAL COST

The undersigned hereby certifies as follows:

That Affordable Waste Systems LLC
AWSS have personally and carefully examined the specifications and instructions for the work to be done in the City of West Haven under this proposal or as it is amended from time to time.

That Affordable Waste Systems LLC
AWSS have made examination of services required under this proposal, and fully understand the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, containers, vehicles, plant, equipment, facilities, and disposal costs, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the said specifications and the foregoing instructions, at the following price stated below:

Residential Collection Service

1. Total Service Cost for one pickup per week collection at all residential dwellings of one to four family units, at the curbside and the four (4) condominium complexes* with door-to-door service, and transportation of collected MSW to the Bridgeport Resource Recovery Facility or a mutually agreed upon facility.

First Year

First year MSW Container Curbside	\$ <u>1,687,500.00</u>
First year Recycling	\$ <u>680,500.00</u>
First year Leaf Bag Collection (\$Per Week)	\$ <u>10,000.00</u>
First year Bulk Collection	\$ <u>80,000.00</u>

Second Year

Second year MSW ~~Container~~ *curbside* \$ 1,771,875.00
Second year Recycling \$ 721,820.00
Second year Leaf Bag Collection (\$Per Week) \$ 10,000.00
Second year Bulk Collection \$ 84,000.00

Total price (1st and 2nd Year) \$ 5,025,695.00

Third year option

MSW ~~Container~~ *curbside* \$ 1,860,468.00
Recycling \$ 757,911.00
Leaf Bag Collection (\$ Per Week) \$ 70,500.00
Bulk Collection \$ 88,200.00

*Pricing for a third year will be considered as an option.

ALTERNATE BID 1

MSW First Year. \$1,605,000.00

RECYCLING First Year. \$. 595,000.00

Recycling EOW (Every other week)

Affordable Waste Systems, LLC responsible to collect

All approved recycling that Does not fit in toter.

BULK. First Year. \$80,000.00. 9 trucks

LEAVES. First Year. \$. 9,000.00. Per week - 3 trucks

MSW Second Year \$1,685,250.00

MSW Third Year \$1,769,512.00

RECYCLING EOW

Second Year. \$624,750.00

Third Year. \$655,987.00

BULK. Second Year. \$. 84,000.00

Third Year. \$. 88,000.00

LEAVES. Second Year. \$. 9,500.00 Per week

Third Year. \$. 10,000.00 Per week



Ralph J. DiCaprio, Sr

Member

Affordable Waste Systems, LLC.

ALTERNATE BID 2 - 5 years

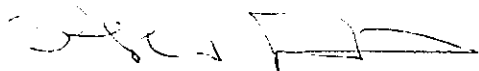
MSW	First Year	\$1,550,000.00
MSW	Second Year	\$1,627,500.00
MSW	Third Year	\$1,708,875.00
MSW	Fourth Year	\$1,794,000.00
MSW	Fifth Year	\$1, 884,000.00

RECYCLING EVERY OTHER WEEK (EOW)

RECYCLING	Fist Year	\$575,000.00
RECYCLING	Second Year	\$603,750.00
RECYCLING	Third Year	\$633,000.00
RECYCLING	Fourth Year.	\$665,000.00
RECYCLING	Fifth Year.	\$698,000.00

3ULK.	First Year	\$70,000.00
3ULK	Second Year	\$73,500.00
3ULK	Third Year	\$77,000.00
3ULK	Fourth Year	\$81,000.00
3ULK	Fifth Year	\$85,000.00

.EAVES	First Year	\$8,000	Per week
.EAVES	Second Year	\$8,500.00	Per week
.EAVES	Third Year	\$9,000.00	Per week
.EAVES	Fourth Year	\$10,000.00	Per week
.EAVES	Fifth Year	\$10,000.00	Per week



Ralph J. DiCaprio, Sr.

Member

Affordable Waste Systems, LLC

WEST HAVEN SERVICES CONTRACT

This Agreement, made this ___ day of October, 2024 by and between the **City of West Haven**, (the “City”) and **AFFORDABLE WASTE SYSTEMS, LLC**, (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 “Project”). The Project shall be administered on behalf of the City by Robert Sandella (the “Director”). The Contractor shall follow any and all instructions, reviews, advice, approvals or directives issued by the Director.

The City will pay to the Contractor upon the satisfactory completion of the Project and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, the total sum of **Two Million Two Hundred Sixty-Eight Thousand (\$2,268,000.00) Dollars for the first year. Two Million Four Hundred Thirty-Seven Thousand Six Hundred Ninety Five (\$2,437,695.00) Dollars for the second year and the option for a one (1) year extension commencing October 1, 2026 and terminating on September 30, 2027 for the price of Two Million Five Hundred Sixty-Six Thousand Five Hundred Seventy Nine (\$2,566,579.00) Dollars.** The Contractor’s payment shall become due and payable when 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 Project; and the Contractor executes and delivers a general release running to and in favor of the City.

The Contractor shall commence the work required by this Agreement immediately upon its receipt of a fully executed copy of this Agreement from the City. The work to be performed under this agreement shall not start on any given day earlier than 5:00am. The Contractor shall complete the Work by no later than **September 30, 2026 unless the option for a third year is exercised by the City, in which case the contract is extended to September 30, 2027.** Time is of the essence. The Contractor hereby acknowledges and agrees that timely completion of the Project 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 the Work within the time specified above, then the sum of One Thousand (\$1,000.00) Dollars 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. In addition, if the Contractor refuses or fails to perform its obligations under this contract for a period of Sixty (60) days after receipt of written notice, the City has the right to terminate this contract.

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 Contract Amount requested as a result thereof. If the City accepts the Contractor’s proposal, the Director 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 Director. The Director'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; financial costs and expenses, including counsel's fees; and 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 Project and 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 on the Project, 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 on the Project, 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 on the Project. 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 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 project 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 Project 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

AFFORDABLE WASTE SYSTEMS, LLC

By:
Its:
Duly Authorized

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 .
 - 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, subcontractor 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. 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.

8. Add the following clause:
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.

SCHEDULE A

Scope of Work

Affordable Waste Systems, LLC agrees to provide municipal solid waste (“MSW”) Container Collection, Residential Curbside Recyclable Collection, Bulk Trash Collection, and Leaf Bag Collection services within the City limits of West Haven.

Curbside Waste and Recycling pickups will occur Monday-Friday and comprise of two to ten districts in the city per day.

Bulk Trash Collection will be conducted twice annually, in April and September. The Contractor is responsible for completing all collections within a 7-day period as designated by the City. Any additional costs incurred by the Contractor due to delays or operational challenges will not be passed on to the City. If the Contractor fails to complete the collection within the allotted timeframe, resulting in the need to hire a subcontractor, the City will not be responsible for any additional cost. In addition, if the collection is not completed on time, a fee of \$1,000.00 per day will be charged to the Contractor until the completion of the collection.

The Contractor will also collect and dispose of residential leaf and/or lawn clippings starting Fall 2024 for a total of 14-18 weeks during Spring and Fall months, and at the City’s discretion. The City shall pay Contractor an additional \$10,000 per week for leaf/lawn clippings collection during years one and two and an additional \$10,500 per week for leaf/lawn clippings collection in year three.



Office of the Finance Director

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

MARB Contract Form

Contract Name	Purchase of F-350 DRW (Duel Rear Wheel) Dump				
City Agency	Public Works				
Vendor Utilized	Gengras Ford				
Address	225 New Britain Avenue				
City, State, Zip	Plainville, Ct. 06062				
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input checked="" type="checkbox"/> State Contract [24PSX0110] <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	N/A				
Quote No('s) if applicable	240920007				
Source of Funds	City Bonding				
Quantity	1.00	Price Per:	\$77,538.80	Total Price	\$77,538.80
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>Replacement plan as outlined in the City FY 2024-2025 capital plan. This will be replacing the MY-2009 Ford F-150 pickup. High mileage unit with 135,900 miles. Truck is rotting in its panels and has under chassis rust causing poor reliability issues/history.</p> <p>This vehicle is used for everyday public works operations. This pickup vehicle is used for hauling trash, leaf's, logs, sand, etc. These are replacing two older vehicles.</p>				
Department Submission [Name and Title]	Robert A. Orifice Sr.- CAFM, Fleet & Equipment Superintendent				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

Gengras Ford, LLC

225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Quote Number: **24092007**

Fleet Nr: 10WN

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2024	F-350 DRW Regular CC 4x2 (F3G) - 145" wheelbase, 60" CA	\$ 46,105.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	Vinyl 40/20/40 Med Dark Slate	\$ -
3	99N	7.3L V-8 Engine	\$ -
4	44G	Transmission – Ten-Speed Automatic Transmission with Neutral Idle and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul • Transmission Power Take-Off Provision	\$ -
5	WB	145" WB, 60" CA	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	51D	Spare Tire & Wheel - delete	\$ -
11	872	Back up camera Kit	\$ 415.00
12	18B	Molded Cab Steps	\$ 320.00
13	43C	110 v / 400w Inverter	\$ 175.00
14	61L	Wheel Liners - front	\$ 180.00
15	67B	Alternator - 410 amp	\$ 115.00
16	76C	Back up Alarm	\$ 175.00
17	86M	Dual Batteries	\$ 210.00
18	TBM	AT Tires	\$ 165.00
19	X4L	4.30:1 Limited Slip Rear Axle	\$ 385.00
20	96V	XL Chrome Package	\$ 225.00
21	67H	HD Front Suspension	\$ 125.00
22			\$ -
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 2,490.00
Total Factory Options Discount (6%)			\$ (149.40)
Total Options per Contract Price (net price)			\$ 2,340.60

Gengras Ford, LLC
 225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Quote Number: **240920007**

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price
1	Truckcraft	2.0	9' Zeus Aluminum Dump Body per the specifications on the following page	\$ 33,500.00
2	Other	2.0	Ziebart undercoating	\$ 899.00
3	Other	0.0	Weathertech Floor Mats	\$ 130.00
4	Other	1.0	Spare Fob Key	\$ 275.00
5	Other	0.0	Seat Covers	\$ 750.00
6		0.0		\$ -

Total Hours

5.0

Total Aftermarket Options (list price) \$ 35,554.00

Total Aftermarket Options Discount (20%) \$ (7,110.80)

Total Hours x \$130 / hour rate \$ 650.00

Total Net Aftermarket Options plus Total Labor \$ 29,093.20

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -

Comments:

Budget price for discussion purposes only. The 2024 Ford Super-duty order banks is now closed to new orders. Please add 10% to the quoted price to allow for 2025 pricing.

Additional fees / Charges

State of CT Trade in Assessment (Note: Fee is payable to State of CT): \$ -

Dealer Conveyance Fee (\$799.00) \$ -

Registration Fee (estimated, actual cost will appear on your final invoice) \$ -

Purchase from retail stock - charge \$ -

Total Additional Fees \$ -

Customer: City of West Haven

FIN Code: QK668

VIN:

Total (per unit) \$ 77,538.80

Quantity

1

Grand Total (all) \$ 77,538.80

This quote valid for 30 days from the date created or the final fleet order date whichever comes first.

TRUCKCRAFT 9' HD ZEUS ALUMINUM DUMP BODY

MODEL TC-420

REQUIRES 60" CAB to AXLE (CA)

ONE SIZE BODY FOR F350-F550 3-4 YARD CAPACITY

STANDARD FEATURES

BRIGHT ALUMINUM CONSTRUCTION

96" WIDE X 112" LONG (9'4")
W/ 16 1/2" HIGH SIDES & 22 1/2" HIGH TAILGATE
W/ 1/2 CAB GUARD/ W/ BARRED WINDOW
W/ 3/16" HEAT TREATED HD ALUMINUM EXTRUDED PLANK FLOOR
W/ 6061-T6 ALLOY...@ 37,000 PSI TENSILE STRENGTH
10.7 TON CAPACITY HOIST, ELECTRIC HYDRAULIC
MONARCH POWER UNIT, DOUBLE ACTING
50 DEGREE DUMP ANGLE, SCISSOR TYPE
W/ 7" ALUMINUM I-BEAM LONG RAILS
W/ BODY UP ALARM, MUD FLAPS

COMPLETE & INSTALLED

FORD INTERIM P.D.I.

OPTIONS & UPGRADES

HD TOW PLATE, D RINGS, WIRING, 2" PINTLE BALL COMBO
 MANUAL LOAD COVER WITH MESH TARP
 INSTALL FACTORY BACK-UP CAMERA
 BUYERS 8895551 DRILL FREE LIGHT BAR MOUNT, CSHML
 BUYERS 17" OCTAGNAL MINI LIGHT BAR, 8891100
 4X BUYERS 8892802 ULTRA BRIGHT NARROW PROFILE
 AMBER/CLEAR LED STROBE LIGHT IN GRILL, FACING FORWARD
 WIRED TO SAME UPFITTER SWITCH LABELED "STROBES"
 4X BUYERS 8892810 ULTRA BRIGHT NARROW PROFILE
 AMBER/GREEN LED STROBE LIGHT IN REAR OF BODY, FACING REAR
 WIRED TO SAME UPFITTER SWITCH LABELED "STROBES"
 MUDFLAPS FRONT OF TIRES WITH ANTISAIL BRACKET
 CONSPICUITY TAPE AROUND ENTIRE BODY SIDES
 3 STEP LADDER INSTALLED ON CURBSIDE WITH GRAB HANDLE ON CAB SHIELD
 READING UNDERBOX U-24, STEEL, POWDER COAT BLACK, CURBSIDE

TOTAL MSRP WITH SELECTED OPTIONS = \$ 33,500.00

FY24-25 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY25	FY26	FY27	FY28	FY29
Public Works	DPW - Passenger Vehicles	72WN - 1998 Crown Victoria - Pool	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	80WN- 2000 Ford Crown Victoria- Park Rec	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	74WN - 1998 Crown Victoria - Pool	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	169WN- 2001 Ford Crown Victoria	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	79WN - 1999 Ford Crown Victoria	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	242WN- 2004 Ford Crown Victoria	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	243WN- 2004 Crown Victoria - Zoning Coniff	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW- Passenger Vehicles	110WN - 2005 Crown Victoria - Mayors Office	Bonding	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	1994 Hyster Forklift	Bonding	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	121WN- 2012 International Dump 7400 #5	Bonding	\$ -	\$ -	\$ 475,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	155WN - 2012 International Dump 7400 #10	Bonding	\$ -	\$ -	\$ 300,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	115WN - 2005 International Dump 7400 #9	Bonding	\$ -	\$ -	\$ 350,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	116WN - 2008 International Dump 7400SD #2	Bonding	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Public Works	DPW Vehicle - Heavy Duty	119WN - 2008 International Dump 7400SD #8	Bonding	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Public Works	DPW Vehicle - Heavy Duty	146WN - 2011 Elgin Sweeper (Pelican) NP - PW	Bonding	\$ -	\$ 400,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	152WN - 2011 Doosan Loader (DI250) - PW	Bonding	\$ -	\$ 450,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	109WN - 2001 Volvo Dump -PW Tandem axle	Bonding	\$ -	\$ 450,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	244WN - 2012 Pickup W/Plow - PARKS	Bonding	\$ -	\$ 85,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	163WN - 2000 Sterling VAC Truck (LT7501) - PV	Bonding	\$ 580,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	201WN - 2005 International Dump #7- PW	Bonding	\$ -	\$ -	\$ 350,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	2007 John Deere Tractor 2520w/cab-blower-load	Bonding	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	180WN - 2001 GMC 6500 Utility	Bonding	\$ 85,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	162WN- Senior Bus	Bonding	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	Frame restoration-sand blasting/paint	Bonding	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	(NEW)- Heavy Duty 24TON Constr. Trailer	Bonding	\$ 75,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle- Heavy Duty	166WN- 1995 GMC 8500 Dump-plow-sander	Bonding	\$ -	\$ -	\$ 300,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	HWY#14 Rack Truck	Bonding	\$ -	\$ 155,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle- Heavy Duty	HWY#15 Rack Truck	Bonding	\$ -	\$ -	\$ 155,000	\$ -	\$ -
Public Works	DPW Vehicle- Heavy Duty	75WN- 2021 F-350 PU-DUMP	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 115,000
Public Works	DPW Vehicle- Heavy Duty	84WN F-350 -plow-sander-dump - pu	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Public Works	DPW Vehicle - Light Duty	81WN - 2005 F250 Pickup w/Plow -	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Public Works	DPW Vehicle - Light Duty	239WN - EOC Bus 1999	Bonding	\$ -	\$ -	\$ 125,000	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	193WN F-350 -plow-sander-dump - pu	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Public Works	DPW Vehicle - Light Duty	7WN - 2020 F250 Pickup	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Public Works	DPW Vehicle - Light Duty	122WN- 2008 VAN	Bonding	\$ -	\$ -	\$ 75,000	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	187WN- 2005 FORD F-450 UTILITY W/CRANE	Bonding	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	138WN - 2021 F-350 dump-plow	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Public Works	DPW Vehicle - Light Duty	113WN - 2021 F-350 PU/dump/plow/sander	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Public Works	DPW Vehicle - Light Duty	248WN - 2004 F-150 PU	Bonding	\$ -	\$ -	\$ 65,000	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	105WN- 2000 F350 2WD DUMP	Bonding	\$ 85,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	86WN- 2004 F350 2WD Flatbed Flower Truck	Bonding	\$ -	\$ -	\$ -	\$ 100,000	\$ -

Contract Summary

General Information

Contract Number 24PSX0110
Issue Date July 10, 2024
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract Yes
Title Purchase of Vehicles
Description Purchase of Vehicles
Contract Administrator Madelyne Colon
Email Address Madelyne.Colon@ct.gov
Request Number
Solicitation Number 24PSX0110
Enable Contract as Round Trip No
P-Card Accepted No

Commodity

Code	Description
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25100000	Motor vehicles
25101500	Passenger motor vehicles
25101503	
25180000	Vehicle bodies and trailers
73000000	Industrial Production and Manufacturing Services

Contractors

Name Gengras Chrysler Dodge Jeep LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp		8607276302

Name Gengras Ford, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp		8607276302

Name LOEHMANN BLASIUS CHEVROLET INC.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	GENE REILLY		2037539261

Name Robert's Chrysler, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Sperrazza		2034309212

Name Northwest Hills Automotive LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Warren Ford JR	warren.ford@sullivanautomotive.com	2035286674

Name Northwest Hills Chrysler Jeep LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Warren Ford	warren.ford@nwhcars.com	2035286674

Name GHNH Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp	grapp@gengras.com	8607276302---

Name TASCA AUTOMOTIVE GROUP, INC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	John Breslin	jbreslin@tasca.com	860-796-2499

Name McGovern MHQ Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Bryan Gilbert		8607886816

Name BG of Danbury LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Dominic Laurita		2034176559

Name GMST LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	GORDON RAPP		8607276302

Name East Hartford K LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jeffrey Zoufaly		8602917000

Name PANA NISSAN LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	SUSAN LANDAVERY		9145767600

Name Nielsen Ford of Morristown, Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197000

Name Nielsen of Morristown

Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197006

Name Nielsen Rt 46., Inc

Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197006

Name Nielsen Nissan Inc

Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197006

Pricing Information

Contract Type	DAS Contract
Pricing Type	Fixed Price
Total Value Condition	Estimate
Total Value(USD)	200,000,000.00
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)	200,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	

Contract Period

Award Date	July 10, 2024
Effective Date	July 15, 2024
Expiration Date	July 14, 2029
Potential Final Expiration Date	July 14, 2029

Custom Fields

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Amendment(s)

Field Title	Field Description
Amendment 1 (Client Agency Instructions)	Amendment 1 has been issued to reflect Client Agency Instruction changes effective October 11, 2024. All terms and conditions not otherwise affected by this change remain unchanged and in full force and effect. (Maddy 10.11.24)
Amendment 2 (Supplemental Bid 24PSX0182)	Amendment 2 of the Contract has been issued to reflect added vehicles and dealers incorporated from supplemental bid 24PSX0182 into the Exhibit B Price Schedule (amendment 1). Added Equinox EV 10.29.24 (Maddy) All terms and conditions not otherwise affected by this change remain unchanged and in full force and effect. (Maddy 10.29.24)

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
24PSX0110 Client Agency Instructions 10.11.24.pdf	October 11, 2024
24PSX0110 Multiple Supplier Contact.xls	October 29, 2024
24PSX0110CA Contract Document A2.pdf	October 24, 2024
24PSX0110CA Exhibit B Price Schedule A1 10.29.24.xlsx	October 29, 2024

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement	DAS Construction Services
Executive Branch	Children and Families, Dept. of
Connecticut State Library	Correction, Dept. of
Andover, Town of	Developmental Services North
Developmental Services West	Developmental Services Central
Early Childhood, Office of	Economic and Community Development
Education, Dept. of	Emergency Serv. & Public Protection
Energy & Environmental Protection	Housing, Dept. of
Insurance, Dept. of	Labor, Dept. of
Mental Health & Addiction Services	Military Department
Policy & Management, Office of	Public Health, Dept. of
Rehabilitation Services, Dept. of	Revenue Services, Dept. of
Social Services, Dept. of	Connecticut Library Consortium
Constitutional Office	Quasi Public State Agencies
DAS Property Acquisition	DAS Leasing
DAS Real Property Sales	Developmental Services, Dept. of
Developmental Services South	DDS Provider Contracts
DAS Property Management	Aging & Disability Services
Education & Services for the Blind	Agricultural Experiment Station
Agriculture, Dept. of	Auditors of Public Accounts
Charter Oak State College	Commission On Human Rights
Connecticut State University System	Consumer Council, Office of
Criminal Justice, Division of	Governmental Accountability
State Contracting Standards Board	Victim Advocate, Office of
Governor, Office of the	Higher Education, Dept. of
Insurance & Risk Management	Lieutenant Governor, Office of the
Medical Examiner, Office of Chief	Motor Vehicles, Dept. of
State Ethics, Office of	Capital Community College
Central Connecticut State Univ.	CT State Colleges & Universities
Eastern Connecticut State Univ.	Housatonic Community College
Quinebaug Valley Comm. College	Southern Connecticut State Univ.
Three Rivers Comm. College	University of Connecticut
UConn Health Center	Western Connecticut State Univ.
Comptroller, Office of State	Treasurer, Office of State
CT Teachers' Retirement Board	Transportation, Dept. of
DOT - Purchasing	Veterans' Affairs, Dept. of
Protection & Advocacy, Office of	Ansonia Housing Authority
Workforce Competitiveness Office Of	Gateway Community College
Manchester Community College	Middlesex Community College
Naugatuck Valley Comm. College	Northwestern CT Comm. College
Norwalk Community College	Tunxis Community College
Colleges & Universities	Secretary of the State
Connecticut Port Authority	Connecticut Lottery Corporation
Connecticut Science & Exploration	Connecticut Development Authority
Connecticut Green Bank	Regional Water Authority
Boards, Commissions and Councils	Developmental Disabilities
Connecticut Siting Council	Consumer Protection, Dept. of
CT Retirement Security Authority	Elections Enforcement Commission
Fire Prevention & Control	Firearms Permit Examiners, Board of

Freedom of Information Commission	Police Officer Standards & Training
Property Review Board	Psychiatric Security Review Board
Siting Council	State Academic Awards, Board for
State Board of Accountancy	State Marshal Commission
Workers' Compensation Commission	DAS Business Office
A-Z Corp	F8 Properties
RM Bradley	Simon Konover
Owens Services	LAZ Parking
DOT - Construction Contracts Unit	Office of the Attorney General
Legislative Branch	Not For Profits
Non-Executive Agency	Cities, Towns & Municipalities
Ansonia, City of	Ashford, Town of
Avon, Town of	Beacon Falls, Town Of
Berlin, Town of	Bethany Board of Education
Bethel, Town of	Bethany, Fire Marshall
Bethlehem, Town of	Bloomfield Public Schools
Branford, Town of	Bridgeport, City of
Bridgeport Economic Development Cor	Bridgeport Housing Authority
Bristol, City of	Brookfield, Town of
Brookfield Public Schools	Brookfield Water Pollution Control
Brooklyn Public Schools	Burlington, Town of
Canterbury Public Schools	Canton, Town of
Capital Region Development Auth.	Capitol Region Council Governments
Capitol Region Education Council	Cheshire, Town of
Chester, Town of	Clinton, Town Of
Colchester, Town of	Columbia, Town of
Coventry, Town of	Cromwell, Town of
Danbury, City of	Danbury Housing Authority
Darien, Town of	Derby, Town of
Durham, Town of	East Granby, Town of
East Haddam, Town of	East Hampton Board of Education
East Hartford, Town of	East Hartford Housing Authority
East Hartford Public Schools	East Haven, Town of
East Lyme, Public Schools	East Lyme, Town of
East Lyme, Public Works	Bethany, Town of
East Hampton, Town of	Enfield, Town of
Enfield Housing Authority	Farmington, Town of
Farmington Public Schools	Glastonbury, Town of
Glastonbury Housing Authority	Guilford, Town of
Guilford Public Schools	Hartford, City of
Hartford Energy Improvement Dist.	Greater Hartford Transit District
Hartford Housing Authority	Hartford Public School
Middletown, City of	Middletown Board of Education
Middletown Housing Authority	Norwalk, City of
Norwalk Public Schools	Norwalk Transit District
Norwich, City of	Norwich Community Development
Norwich Housing Authority	Preston, Town of
Preston Board of Education	Putnam, Town of
Putnam Public Schools	Somers, Town of
Somers Board of Education	South Windsor, Town of

South Windsor Board of Education
Southington, Town of
Stratford, Town of
Suffield, Town of
Torrington, City of
Bridgeport Transit Authority
Ledyard Public Schools
Vernon Housing Authority
Voluntown, Town of
Waterbury, City of
West Hartford, Town of
Westport, Town of
Wethersfield, Town of
Woodbridge, Town of
Ellington Public Schools
Housatonic Resources Recovery Auth.
Sherman Board of Education
Willimantic Housing Authority
East Windsor, Town of
Fairfield, Town of
Granby, Town of
Griswold, Town of
Groton, Town of
Hamden, Town of
Jewett City, Borough of
Lebanon, Town of
Madison, Town of
Mansfield, Town of
Meriden, City of
Middlefield, Town of
Monroe, Town of
Morris, Town of
New Britain, City of
New Fairfield, Town of
New Haven, City of
New Milford, Town of
Newtown, Town of
North Haven, Town of
Old Saybrook, Town of
Oxford, Town of
Plainville, Town of
Pomfret, Town of
Regional School District No. 1
Regional School District No. 8
Ridgefield, Town of
Roxbury, Town of
Southbury, Town of
Stafford, Town of
Stonington, Town of
Thompson, Town of

South Windsor Housing Authority
Southington Board of Education
Stratford Housing Authority
Suffield Public Schools
Torrington, Public School
Ledyard, Town of
Vernon, Town of
Vernon Board of Education
Voluntown Board of Education
Waterbury Housing Authority
West Hartford Nutrition Services
Westport Public Schools
Wethersfield Housing Authority
Woodbridge School District
Hampton Board of Education
Salem Board of Education
Wallingford Housing Authority
Winchester Public Schools
Essex, Town of
Franklin, Town of
Greenwich, Town of
Groton, City of
Haddam, Town of
Hebron, Town of
Killingly, Town of
Lyme, Town of
Manchester, Town of
Marlborough, Town of
Middlebury, Town of
Milford, City of
Montville, Town of
Naugatuck, Town of
New Canaan, Town of
New Hartford, Town of
New London, City of
Newington, Town of
North Branford, Town of
North Stonington, Town of
Orange, Town of
Plainfield, Town of
Plymouth, Town of
Portland, Town of
Regional School District No. 14
Regional School District No. 17
Rocky Hill, Town of
Simsbury, Town of
Sprague, Town of
Stamford, City of
Thomaston, Town of
Tolland, Town of

Barkhamsted, Town of	Trumbull, Town of
Waterford, Town of	West Haven, City of
Westbrook, Town of	Weston, Town of
Windham, Town of	Windsor Locks, Town of
Windsor, Town of	Wolcott, Town of
Woodstock, Town of	CT Metro. Council of Governments
LEARN	CT River Valley Council of Gov.
Metropolitan District Commission	Naugatuck Valley Council of Gov.
NE Transportation / CT Transit	Northeastern CT Council of Gov.
Northeastern CT Transit District	Northwest Hills Council of Gov.
Shelton Housing Authority	So. Central CT Regional Water Auth.
Southeast Area Transit District	Community Renewal Team
CT Health and Ed. Facilities Auth.	CT Housing Finance Authority
Connecticut Innovations	EASTCONN
Materials Innovation & Recycling	Western CT Council of Governments
CET	Connecticut Transit
CT Conference of Municipalities	Connecticut Airport Authority
Western CT Tourism District	Valley Association
Administrative Services	Health Strategy, Office of
State Education Resource Center	Bloomfield, Town of
Brooklyn, Town of	Canterbury, Town of
Ellington, Town of	Hampton, Town of
Salem, Town of	Shelton, Town of
Sherman, Town of	Wallingford, Town of
Winchester, Town of	Cheshire Public Works
Enfield Social Services	Enfield Fleet Services
Middlefield Voluntary Fire Company	New Hartford Public Schools
Portland Public Schools	Baltic Public Schools
Old Lyme, Town Of	Madison Public Works
W. Hartford Bloomfield Health Dist.	West Hartford Fire Department
West Hartford Public Library	Windsor Locks Public Schools
Sharon, Town Of	Regional School District No. 5
CHEFA	Greater New Haven Transit District
Avon Recreation & Parks Department	CHESLA
Oxford Public Schools	Norwalk Redevelopment Agency
Middlebury Public Works	CHFA
Connecticut General Assembly	DPH - Communications
Public Health Systems and Equity	DPH Facility Licensing
Community Family Health and Prevent	Derby Public Schools
Plymouth Housing Authority	ISAAC Charter School
Norwalk, City	MIRA
Judicial Branch	Probate Court Administrator, Office
CAFCA	MARC, Inc. of Manchester
Salisbury, Town of	Willington, Town of
Old Colony Beach Club Association	Deep River, Town of
Deep River Housing Authority	Groton Public Schools
Savin Rock Communities	Regional School District No. 12
Regional School District No. 15	Cheshire Public Schools
CSDNB Board of Education	First District Water Dept., Norwalk
Seymour, Town of	Connecticut Paid Leave Authority

Canton Public Schools
Bolton, Town of
Banking, Dept. of
United Community & Family Services
Derby Public Library
Shelton Economic Development Corp.
Town of Watertown
TOW - Public Works Department
New Haven Parking Authority
Easton, Redding & Region 9 Schools
Winsted Water Works
South Cntrl Regional Council of Gov
Middletown South Fire District
Estuary Transit District
Litchfield, Town of
DOT - Maintenance
Capital Workforce Partners
DPH - Newborn Screening
Kent, Town of
OCPD Assigned Counsel Unit
Healthcare Advocate, Office of the
Regional School District No. 18
Achievement First
Colebrook School
Hamden Housing Authority
Seymour Housing Authority
Capital for Change
Plainfield Public Schools
Lebanon Public Schools
Groton Housing Authority
North Haven Housing Authority
Journey Home
Barnum Museum, The
North Stonington Public Schools
Greenwich Public Schools
Milford Redevmt & Hsng Ptnrshp MRHP
Community Builders Inc, The
Ledge Light Health District
Five Points Arts
New Beginnings Family Academy
DOT - Planning
Morris Housing Authority
Torrington Housing Authority
Windham Region Transit District
Goodwin University
Manchester Housing Authority
Rocky Hill Housing Authority
Weston Public Schools
East Haven Public Schools
Essex Library Association

Eastern Regional Tourism District
Bolton Board of Education
Cromwell Public Schools
The Child & Family Guidance Center
Easton, Town of
TEAM Inc.
Access Health CT
Wolcott Board of Education
Area Coop Ed. Services (ACES)
Southeastern CT Council of Gov
Windham Public Schools
Regional School District No. 13
Beth-El Center
Prospect, Town of
Litchfield Public Works Department
Public Health Preparedness & L H A
CTECS
Somers Public Schools
Public Defender Services, Division
Litchfield Housing Authority
Norwich Free Academy
Stratford Public Schools
Colebrook, Town of
Killingly Public Schools
Monroe Public Schools
Wethersfield Public Schools
Naugatuck Public Schools
DOT - Rail, Office of
Woodbury, Town of
Thomaston Public Schools
Stamford Public Schools
Newington Public Schools
Ridgefield Public Schools
New Milford Board of Education
Freeman Center, The
New Opportunities Inc
Sterling, Town of
Thompson Housing Authority
Branford Public Schools
Portland Housing Authority
Litchfield County Housing Opporntny
Wilton, Town of
Mutual Housing Assoc. Greater Htfd
East Granby Public Schools
North Branford Board of Education
Enfield Public Schools
Cooperative Educational Service CES
Mark Twain House and Museum, The
Workforce Strategy, Office of
Scotland, Town of

DPH Enviro Health & Drinking Water
Public Health Workforce Development
Regional School District No. 10
Harriet Beecher Stowe Center
Elm City Montessori School
Griffin Hospital
Stamford Museum & Nature Center
Watertown Board of Education
Perception Programs
Windham Region No Freeze Project
Prospect Fire Department
CT Institute for the Blind Oak Hill
Boys & Girls Club of Greenwich
Bridges Healthcare Inc
Integrated Day Charter School
Regional School District No. 4
Montville Housing Authority
Greater Dwight Development Corp
Harwinton, Town of
CSDE - Child Nutrition
New London Housing Authority
Coventry Housing Authority
YWCA Hartford Region
Stamford Urban Redevelopment Commis
Montville Board of Education
New London Homeless Hospitality Cen
Killingworth, Town of
East Windsor Public Schools
Goodwin Univ Educational Services
Naugatuck Housing Authority
Winchester Housing Authority
OSC Procurement
DOT - Engineering & Construction
Family Centers Inc.
Mercy Housing and Shelter Corp
Connecticut Public Broadcasting
Ascentria Care Alliance
Berlin Housing Authority
Boys & Girls Village
CT Institute - Refugees & Immigrant
Christian Community Action
Generations Family Health Center
Goshen Housing Trust
Licia & Mason Beekley Library

Griswold Housing Authority
Thames River Community Service Inc
Stafford Public Schools
Regional School District No. 16
Watertown, Town of
Pomfret Community School
CT Housing Partners
MDA - MIRA Dissolution Authority
Ashford Housing Authority
New Reach Inc.
Community Solutions Inc
West Hartford Housing Authority
Redding, Town of
Sheldon Oak Central Inc
Elderly Housing Management Inc
Southeastern Ct Water Authority
New Samaritan Parkville
Southington Housing Authority
Windsor Housing Authority
Housing Authority
Estuary Council of Seniors Inc
CJIS-CT
Woodstock Public Schools
Bridgewater, Town of
DEEP - COUNCIL SOIL WATER CONSERVAT
Naugatuck Valley Health District
Preston Parks & Recreation
DPH Firearm Injury Prevention
North Central Conservation District
Bethel Housing Authority
Bristol Housing Authority
Derby Water Pollution Control Auth
ConnCORP LLC
TEEG
Elm City Communities - Housing Auth
Colchester Board of Education
Lutheran Services Association
Charter Oak Cultural Center
DAS Commissioner, Office of
Middlesex County Chamber Commerce
Quinebaug Valley Emergency Communic
Gan Yeladim of Stamford
Southeastern Ct Region Res Rec Auth



Office of the Finance Director

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

MARB Contract Form

Contract Name	Purchase of F-350 truck- 170WN			
City Agency	Public Works			
Vendor Utilized	Gengras Ford			
Address	225 New Britain Avenue			
City, State, Zip	Plainville, CT. 06062			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input checked="" type="checkbox"/> State Contract [24PSX0110] <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	N/A			
Quote No('s) if applicable	240920005			
Source of Funds	City Bonding (FY 2025)			
Quantity	1.00	Price Per:	\$72,052.30	Total Price \$72,052.30
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>Replacement plan as outlined in the City FY 2-24-2025 capital plan, truck is a MY-2012 Ford F-250 Pickup w/plow, severely rotted, and has poor body condition. Has a poor reliability history due to rust, continually in repair shop.</p> <p>This vehicle is used for everyday public works operations. This pickup vehicle is used for hauling trash, leaf's, logs, sand, etc. These are replacing two older vehicles.</p>			
Department Submission [Name and Title]	Robert A. Orifice Sr. – CAFM, Fleet Superintendent			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: **240920005**

Fleet Nr: **170**

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2024	F-350 Reg Cab 4x4 (F3B) - 142" WB, 8 foot bed	\$ 46,055.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	Vinyl 40/20/40 Medium Dark Slate	\$ -
3	99A	6.8L DEV V8 Gas engine	\$ -
4	44F	Ten speed Automatic Trans	\$ -
5	610A	XL Package	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	473	Snow Plow Prep	\$ 250.00
11	67B	HD Alternator - 410 amp	\$ 115.00
12	86M	Medium-duty Batteries	\$ 210.00
13	66S	Upfitter Switches	\$ 165.00
14	43C	110 v / 400 watt inverter	\$ 175.00
15	592	Roof Clearance Lights	\$ 95.00
16	66L	LED Bed Lights	\$ 60.00
17	61S/62S	Splash Guards (4 wheel)	\$ 130.00
18	18B	Cab Steps	\$ 320.00
19	85S	Spray in Bed Liner	\$ 595.00
20	X3E	3.73:1 Elocking Rear Axle	\$ 430.00
21	TDX	AT Tires - 18"	\$ 265.00
22	96V	XL Chrome Package	\$ 225.00
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 3,035.00
Total Factory Options Discount (6%)			\$ (182.10)
Total Options per Contract Price (net price)			\$ 2,852.90

Gengras Ford, LLC

225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Quote Number: **240920005**

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price
1	Truckcraft	2.0	Aluminum dumping bed insert TC-121 Ultra per the quote on the following page	\$ 12,486.00
2	Fisher	0.0	Fisher HDX 8' power angle snowplow. 29" sides, standard high-carbon steel cutting edge, INTENSIFIRE LED snow plow headlights, 5/8" steel cutting edges. Includes 18" rubber deflector, control cup holder mount, WINTER brand 36" plow guides, heavy-duty lift arm ram, cast iron curb guard kit.	\$ 12,200.00
3	Buyers	0.0	Buyers or approved equal LED Fleet Series drill free light bar cab mount P/N- 8895550 and 17" Octagonal Mini Bar Light - P/N-8891100, two (2) rectangular amber LED strobes (in grille) P/N- 8892802 and in rear taillights install integral AMBER & GREEN flashing LED Lights. All wired to one (1) upfitter switch labeled "STROBES"	\$2,733.00
4	WeatherTech	0.0	WeatherTech floor mats (front)	\$ 175.00
5	Ziebart	2.0	Rustproofing	\$ 899.00
6	Other	1.0	Spare Fob Key	\$ 275.00
7	Other	1.0	Seat Covers	\$ 750.00
Total Aftermarket Options (list price)				\$ 28,768.00
Total Aftermarket Options Discount (20%)				\$ (5,753.60)
Total Hours x \$130 / hour rate				\$ 130.00
Total Net Aftermarket Options plus Total Labor				\$ 23,144.40

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -

Comments:

Budget price for discussion purposes only. The 2024 Ford Super-duty order banks is now closed to new orders. Please add 10% to the quoted price to allow for 2025 pricing.

Additional fees / Charges

			State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -
			Dealer Conveyance Fee (\$799.00)	\$ -
			Registration Fee (estimated, actual cost will appear on your final invoice)	\$ -
			DMV Inspection Fee (as required)	\$ -
			Total Additional Fees	\$ -
Customer:	City of West Haven			
FIN Code:	QK668			
VIN:				
Total (per unit)				\$ 72,052.30
Quantity	1	Grand Total (all)		\$ 72,052.30

This quote valid for 30 days from the date created.

TRUCKCRAFT PICKUP DUMP INSERT – MODEL: TC-121 ULTRA ALUMINUM (8.0’)

STANDARD FEATURES:

ALL ALUMINUM AND STAINLESS STEEL CONSTRUCTION – RUST RESISTANT
 3 STAGE 12V ELECTRIC HYDRAULIC TELESCOPIC 7000 LB. CAPACITY HOIST
 LIFTS TO 47% DUMP ANGLE IN 18 SECONDS
 48.125” X 98” ALL ALUMINUM BED – FITS FULL SHEET OF PLYWOOD
 “TONGUE AND GROOVE” RIGID ALUMINUM FLOOR
 LOW FLOOR HEIGHT – ONLY 3.25” ABOVE PICKUP BED
 2.5 CUBIC YARD CAPACITY
 FULL HEIGHT, 12 GA. TAILGATE
 RESETTABLE CIRCUIT BREAKER PROTECTED
 UNIT WEIGHT APPROXIMATELY 480 LBS



INCLUDES COMBINATION HEADBOARD/CAB PROTECTOR-INSTALLED

COMPLETE & INSTALLED \$11,860.00

OPTIONS:

<input checked="" type="checkbox"/> MANUAL LOAD COVER-INSTALLED	\$460.00
<input checked="" type="checkbox"/> BUYERS 8895551 (REPLACED 8895550) DRILL FREE LIGHT BAR MOUNT, CSHML	\$500.00
<input checked="" type="checkbox"/> BUYERS 17” OCTAGNAL MINI LIGHT BAR, 8891100	\$833.00
<input checked="" type="checkbox"/> 2X BUYERS 8892802 ULTRA BRIGHT NARROW PROFILE AMBER/CLEAR LED STROBE LIGHT IN GRILL, FACING FORWARD WIRED TO SAME UPFITTER SWITCH LABELED “STROBES”	\$700.00
<input checked="" type="checkbox"/> 2X BUYERS 8892810 ULTRA BRIGHT NARROW PROFILE AMBER/GREEN LED STROBE LIGHT IN REAR OF BODY, FACING REAR WIRED TO SAME UPFITTER SWITCH LABELED “STROBES”	\$700.00
<input checked="" type="checkbox"/> FISHER 8’ HDX STAINLESS POWER ANGLE SNOWPLOW HALOGEN LIGHTS, HAND HELD CONTROL	\$9,546.00
<input checked="" type="checkbox"/> UPGRADE HALOGEN LIGHTS TO LED PLOW LIGHTS	\$660.00
<input checked="" type="checkbox"/> UPGRADE CUTTING EDGE FROM 1/2 TO 5/8”	\$92.00
<input checked="" type="checkbox"/> 18” RUBBER FISHER DEFLECTOR	\$540.00
<input checked="" type="checkbox"/> WINTER BRAND 36” FISHER PLOW GUIDES	\$210.00
<input checked="" type="checkbox"/> FISHER WINTER CUP HOLDER FOR CONTROL	\$57.00
<input checked="" type="checkbox"/> FISHER 44405 CAST IRON CURB GUARD KIT	\$375.00
<input checked="" type="checkbox"/> FISHER 43132 1 3/4” HD LIFT ARM RAM	\$660.00
<input checked="" type="checkbox"/> DELIVER TO ZIEBART	\$166.00
FORD INTERIM PDI	\$60.00
TOTAL MSRP INSTALLED & DELIVERED	\$27,419.00

FY24-25 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY25	FY26	FY27	FY28	FY29
Public Works	DPW - Passenger Vehicles	72WN - 1998 Crown Victoria - Pool	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	80WN- 2000 Ford Crown Victoria- Park Rec	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	74WN - 1998 Crown Victoria - Pool	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	169WN- 2001 Ford Crown Victoria	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	79WN - 1999 Ford Crown Victoria	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	242WN- 2004 Ford Crown Victoria	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW - Passenger Vehicles	243WN- 2004 Crown Victoria - Zoning Coniff	Bonding	\$ 35,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW- Passenger Vehicles	110WN - 2005 Crown Victoria - Mayors Office	Bonding	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	1994 Hyster Forklift	Bonding	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	121WN- 2012 International Dump 7400 #5	Bonding	\$ -	\$ -	\$ 475,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	155WN - 2012 International Dump 7400 #10	Bonding	\$ -	\$ -	\$ 300,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	115WN - 2005 International Dump 7400 #9	Bonding	\$ -	\$ -	\$ 350,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	116WN - 2008 International Dump 7400SD #2	Bonding	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Public Works	DPW Vehicle - Heavy Duty	119WN - 2008 International Dump 7400SD #8	Bonding	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Public Works	DPW Vehicle - Heavy Duty	146WN - 2011 Elgin Sweeper (Pelican) NP - PW	Bonding	\$ -	\$ 400,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	152WN - 2011 Doosan Loader (DI250) - PW	Bonding	\$ -	\$ 450,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	109WN - 2001 Volvo Dump -PW Tandem axle	Bonding	\$ -	\$ 450,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	244WN - 2012 Pickup W/Plow - PARKS	Bonding	\$ -	\$ 85,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	163WN - 2000 Sterling VAC Truck (LT7501) - PV	Bonding	\$ 580,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	201WN - 2005 International Dump #7- PW	Bonding	\$ -	\$ -	\$ 350,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	2007 John Deere Tractor 2520w/cab-blower-load	Bonding	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	180WN - 2001 GMC 6500 Utility	Bonding	\$ 85,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	162WN- Senior Bus	Bonding	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	Frame restoration-sand blasting/paint	Bonding	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	(NEW)- Heavy Duty 24TON Constr. Trailer	Bonding	\$ 75,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle- Heavy Duty	166WN- 1995 GMC 8500 Dump-plow-sander	Bonding	\$ -	\$ -	\$ 300,000	\$ -	\$ -
Public Works	DPW Vehicle - Heavy Duty	HWY#14 Rack Truck	Bonding	\$ -	\$ 155,000	\$ -	\$ -	\$ -
Public Works	DPW Vehicle- Heavy Duty	HWY#15 Rack Truck	Bonding	\$ -	\$ -	\$ 155,000	\$ -	\$ -
Public Works	DPW Vehicle- Heavy Duty	75WN- 2021 F-350 PU-DUMP	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 115,000
Public Works	DPW Vehicle- Heavy Duty	84WN F-350 -plow-sander-dump - pu	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Public Works	DPW Vehicle - Light Duty	81WN - 2005 F250 Pickup w/Plow -	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Public Works	DPW Vehicle - Light Duty	239WN - EOC Bus 1999	Bonding	\$ -	\$ -	\$ 125,000	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	193WN F-350 -plow-sander-dump - pu	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Public Works	DPW Vehicle - Light Duty	7WN - 2020 F250 Pickup	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Public Works	DPW Vehicle - Light Duty	122WN- 2008 VAN	Bonding	\$ -	\$ -	\$ 75,000	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	187WN- 2005 FORD F-450 UTILITY W/CRANE	Bonding	\$ 175,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	138WN - 2021 F-350 dump-plow	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Public Works	DPW Vehicle - Light Duty	113WN - 2021 F-350 PU/dump/plow/sander	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 95,000
Public Works	DPW Vehicle - Light Duty	248WN - 2004 F-150 PU	Bonding	\$ -	\$ -	\$ 65,000	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	105WN- 2000 F350 2WD DUMP	Bonding	\$ 85,000	\$ -	\$ -	\$ -	\$ -
Public Works	DPW Vehicle - Light Duty	86WN- 2004 F350 2WD Flatbed Flower Truck	Bonding	\$ -	\$ -	\$ -	\$ 100,000	\$ -

Contract Summary

General Information

Contract Number 24PSX0110
Issue Date July 10, 2024
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract Yes
Title Purchase of Vehicles
Description Purchase of Vehicles
Contract Administrator Madelyne Colon
Email Address Madelyne.Colon@ct.gov
Request Number
Solicitation Number 24PSX0110
Enable Contract as Round Trip No
P-Card Accepted No

Commodity

Code	Description
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25100000	Motor vehicles
25101500	Passenger motor vehicles
25101503	
25180000	Vehicle bodies and trailers
73000000	Industrial Production and Manufacturing Services

Contractors

Name Gengras Chrysler Dodge Jeep LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp		8607276302

Name Gengras Ford, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp		8607276302

Name LOEHMANN BLASIUS CHEVROLET INC.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	GENE REILLY		2037539261

Name Robert's Chrysler, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Sperrazza		2034309212

Name Northwest Hills Automotive LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Warren Ford JR	warren.ford@sullivanautomotive.com	2035286674

Name Northwest Hills Chrysler Jeep LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Warren Ford	warren.ford@nwhcars.com	2035286674

Name GHNH Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Gordon Rapp	grapp@gengras.com	8607276302---

Name TASCA AUTOMOTIVE GROUP, INC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	John Breslin	jbreslin@tasca.com	860-796-2499

Name McGovern MHQ Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Bryan Gilbert		8607886816

Name BG of Danbury LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Dominic Laurita		2034176559

Name GMST LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	GORDON RAPP		8607276302

Name East Hartford K LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jeffrey Zoufaly		8602917000

Name PANA NISSAN LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	SUSAN LANDAVERY		9145767600

Name Nielsen Ford of Morristown, Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197000

Name Nielsen of Morristown

Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197006

Name Nielsen Rt 46., Inc

Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197006

Name Nielsen Nissan Inc

Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jim Longobardi		9733197006

Pricing Information

Contract Type	DAS Contract
Pricing Type	Fixed Price
Total Value Condition	Estimate
Total Value(USD)	200,000,000.00
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)	200,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	

Contract Period

Award Date	July 10, 2024
Effective Date	July 15, 2024
Expiration Date	July 14, 2029
Potential Final Expiration Date	July 14, 2029

Custom Fields

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Amendment(s)

Field Title	Field Description
Amendment 1 (Client Agency Instructions)	Amendment 1 has been issued to reflect Client Agency Instruction changes effective October 11, 2024. All terms and conditions not otherwise affected by this change remain unchanged and in full force and effect. (Maddy 10.11.24)
Amendment 2 (Supplemental Bid 24PSX0182)	Amendment 2 of the Contract has been issued to reflect added vehicles and dealers incorporated from supplemental bid 24PSX0182 into the Exhibit B Price Schedule (amendment 1). Added Equinox EV 10.29.24 (Maddy) All terms and conditions not otherwise affected by this change remain unchanged and in full force and effect. (Maddy 10.29.24)

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
24PSX0110 Client Agency Instructions 10.11.24.pdf	October 11, 2024
24PSX0110 Multiple Supplier Contact.xls	October 29, 2024
24PSX0110CA Contract Document A2.pdf	October 24, 2024
24PSX0110CA Exhibit B Price Schedule A1 10.29.24.xlsx	October 29, 2024

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement	DAS Construction Services
Executive Branch	Children and Families, Dept. of
Connecticut State Library	Correction, Dept. of
Andover, Town of	Developmental Services North
Developmental Services West	Developmental Services Central
Early Childhood, Office of	Economic and Community Development
Education, Dept. of	Emergency Serv. & Public Protection
Energy & Environmental Protection	Housing, Dept. of
Insurance, Dept. of	Labor, Dept. of
Mental Health & Addiction Services	Military Department
Policy & Management, Office of	Public Health, Dept. of
Rehabilitation Services, Dept. of	Revenue Services, Dept. of
Social Services, Dept. of	Connecticut Library Consortium
Constitutional Office	Quasi Public State Agencies
DAS Property Acquisition	DAS Leasing
DAS Real Property Sales	Developmental Services, Dept. of
Developmental Services South	DDS Provider Contracts
DAS Property Management	Aging & Disability Services
Education & Services for the Blind	Agricultural Experiment Station
Agriculture, Dept. of	Auditors of Public Accounts
Charter Oak State College	Commission On Human Rights
Connecticut State University System	Consumer Council, Office of
Criminal Justice, Division of	Governmental Accountability
State Contracting Standards Board	Victim Advocate, Office of
Governor, Office of the	Higher Education, Dept. of
Insurance & Risk Management	Lieutenant Governor, Office of the
Medical Examiner, Office of Chief	Motor Vehicles, Dept. of
State Ethics, Office of	Capital Community College
Central Connecticut State Univ.	CT State Colleges & Universities
Eastern Connecticut State Univ.	Housatonic Community College
Quinebaug Valley Comm. College	Southern Connecticut State Univ.
Three Rivers Comm. College	University of Connecticut
UConn Health Center	Western Connecticut State Univ.
Comptroller, Office of State	Treasurer, Office of State
CT Teachers' Retirement Board	Transportation, Dept. of
DOT - Purchasing	Veterans' Affairs, Dept. of
Protection & Advocacy, Office of	Ansonia Housing Authority
Workforce Competitiveness Office Of	Gateway Community College
Manchester Community College	Middlesex Community College
Naugatuck Valley Comm. College	Northwestern CT Comm. College
Norwalk Community College	Tunxis Community College
Colleges & Universities	Secretary of the State
Connecticut Port Authority	Connecticut Lottery Corporation
Connecticut Science & Exploration	Connecticut Development Authority
Connecticut Green Bank	Regional Water Authority
Boards, Commissions and Councils	Developmental Disabilities
Connecticut Siting Council	Consumer Protection, Dept. of
CT Retirement Security Authority	Elections Enforcement Commission
Fire Prevention & Control	Firearms Permit Examiners, Board of

Freedom of Information Commission	Police Officer Standards & Training
Property Review Board	Psychiatric Security Review Board
Siting Council	State Academic Awards, Board for
State Board of Accountancy	State Marshal Commission
Workers' Compensation Commission	DAS Business Office
A-Z Corp	F8 Properties
RM Bradley	Simon Konover
Owens Services	LAZ Parking
DOT - Construction Contracts Unit	Office of the Attorney General
Legislative Branch	Not For Profits
Non-Executive Agency	Cities, Towns & Municipalities
Ansonia, City of	Ashford, Town of
Avon, Town of	Beacon Falls, Town Of
Berlin, Town of	Bethany Board of Education
Bethel, Town of	Bethany, Fire Marshall
Bethlehem, Town of	Bloomfield Public Schools
Branford, Town of	Bridgeport, City of
Bridgeport Economic Development Cor	Bridgeport Housing Authority
Bristol, City of	Brookfield, Town of
Brookfield Public Schools	Brookfield Water Pollution Control
Brooklyn Public Schools	Burlington, Town of
Canterbury Public Schools	Canton, Town of
Capital Region Development Auth.	Capitol Region Council Governments
Capitol Region Education Council	Cheshire, Town of
Chester, Town of	Clinton, Town Of
Colchester, Town of	Columbia, Town of
Coventry, Town of	Cromwell, Town of
Danbury, City of	Danbury Housing Authority
Darien, Town of	Derby, Town of
Durham, Town of	East Granby, Town of
East Haddam, Town of	East Hampton Board of Education
East Hartford, Town of	East Hartford Housing Authority
East Hartford Public Schools	East Haven, Town of
East Lyme, Public Schools	East Lyme, Town of
East Lyme, Public Works	Bethany, Town of
East Hampton, Town of	Enfield, Town of
Enfield Housing Authority	Farmington, Town of
Farmington Public Schools	Glastonbury, Town of
Glastonbury Housing Authority	Guilford, Town of
Guilford Public Schools	Hartford, City of
Hartford Energy Improvement Dist.	Greater Hartford Transit District
Hartford Housing Authority	Hartford Public School
Middletown, City of	Middletown Board of Education
Middletown Housing Authority	Norwalk, City of
Norwalk Public Schools	Norwalk Transit District
Norwich, City of	Norwich Community Development
Norwich Housing Authority	Preston, Town of
Preston Board of Education	Putnam, Town of
Putnam Public Schools	Somers, Town of
Somers Board of Education	South Windsor, Town of

South Windsor Board of Education
Southington, Town of
Stratford, Town of
Suffield, Town of
Torrington, City of
Bridgeport Transit Authority
Ledyard Public Schools
Vernon Housing Authority
Voluntown, Town of
Waterbury, City of
West Hartford, Town of
Westport, Town of
Wethersfield, Town of
Woodbridge, Town of
Ellington Public Schools
Housatonic Resources Recovery Auth.
Sherman Board of Education
Willimantic Housing Authority
East Windsor, Town of
Fairfield, Town of
Granby, Town of
Griswold, Town of
Groton, Town of
Hamden, Town of
Jewett City, Borough of
Lebanon, Town of
Madison, Town of
Mansfield, Town of
Meriden, City of
Middlefield, Town of
Monroe, Town of
Morris, Town of
New Britain, City of
New Fairfield, Town of
New Haven, City of
New Milford, Town of
Newtown, Town of
North Haven, Town of
Old Saybrook, Town of
Oxford, Town of
Plainville, Town of
Pomfret, Town of
Regional School District No. 1
Regional School District No. 8
Ridgefield, Town of
Roxbury, Town of
Southbury, Town of
Stafford, Town of
Stonington, Town of
Thompson, Town of

South Windsor Housing Authority
Southington Board of Education
Stratford Housing Authority
Suffield Public Schools
Torrington, Public School
Ledyard, Town of
Vernon, Town of
Vernon Board of Education
Voluntown Board of Education
Waterbury Housing Authority
West Hartford Nutrition Services
Westport Public Schools
Wethersfield Housing Authority
Woodbridge School District
Hampton Board of Education
Salem Board of Education
Wallingford Housing Authority
Winchester Public Schools
Essex, Town of
Franklin, Town of
Greenwich, Town of
Groton, City of
Haddam, Town of
Hebron, Town of
Killingly, Town of
Lyme, Town of
Manchester, Town of
Marlborough, Town of
Middlebury, Town of
Milford, City of
Montville, Town of
Naugatuck, Town of
New Canaan, Town of
New Hartford, Town of
New London, City of
Newington, Town of
North Branford, Town of
North Stonington, Town of
Orange, Town of
Plainfield, Town of
Plymouth, Town of
Portland, Town of
Regional School District No. 14
Regional School District No. 17
Rocky Hill, Town of
Simsbury, Town of
Sprague, Town of
Stamford, City of
Thomaston, Town of
Tolland, Town of

Barkhamsted, Town of	Trumbull, Town of
Waterford, Town of	West Haven, City of
Westbrook, Town of	Weston, Town of
Windham, Town of	Windsor Locks, Town of
Windsor, Town of	Wolcott, Town of
Woodstock, Town of	CT Metro. Council of Governments
LEARN	CT River Valley Council of Gov.
Metropolitan District Commission	Naugatuck Valley Council of Gov.
NE Transportation / CT Transit	Northeastern CT Council of Gov.
Northeastern CT Transit District	Northwest Hills Council of Gov.
Shelton Housing Authority	So. Central CT Regional Water Auth.
Southeast Area Transit District	Community Renewal Team
CT Health and Ed. Facilities Auth.	CT Housing Finance Authority
Connecticut Innovations	EASTCONN
Materials Innovation & Recycling	Western CT Council of Governments
CET	Connecticut Transit
CT Conference of Municipalities	Connecticut Airport Authority
Western CT Tourism District	Valley Association
Administrative Services	Health Strategy, Office of
State Education Resource Center	Bloomfield, Town of
Brooklyn, Town of	Canterbury, Town of
Ellington, Town of	Hampton, Town of
Salem, Town of	Shelton, Town of
Sherman, Town of	Wallingford, Town of
Winchester, Town of	Cheshire Public Works
Enfield Social Services	Enfield Fleet Services
Middlefield Voluntary Fire Company	New Hartford Public Schools
Portland Public Schools	Baltic Public Schools
Old Lyme, Town Of	Madison Public Works
W. Hartford Bloomfield Health Dist.	West Hartford Fire Department
West Hartford Public Library	Windsor Locks Public Schools
Sharon, Town Of	Regional School District No. 5
CHEFA	Greater New Haven Transit District
Avon Recreation & Parks Department	CHESLA
Oxford Public Schools	Norwalk Redevelopment Agency
Middlebury Public Works	CHFA
Connecticut General Assembly	DPH - Communications
Public Health Systems and Equity	DPH Facility Licensing
Community Family Health and Prevent	Derby Public Schools
Plymouth Housing Authority	ISAAC Charter School
Norwalk, City	MIRA
Judicial Branch	Probate Court Administrator, Office
CAFCA	MARC, Inc. of Manchester
Salisbury, Town of	Willington, Town of
Old Colony Beach Club Association	Deep River, Town of
Deep River Housing Authority	Groton Public Schools
Savin Rock Communities	Regional School District No. 12
Regional School District No. 15	Cheshire Public Schools
CSDNB Board of Education	First District Water Dept., Norwalk
Seymour, Town of	Connecticut Paid Leave Authority

Canton Public Schools
Bolton, Town of
Banking, Dept. of
United Community & Family Services
Derby Public Library
Shelton Economic Development Corp.
Town of Watertown
TOW - Public Works Department
New Haven Parking Authority
Easton, Redding & Region 9 Schools
Winsted Water Works
South Cntrl Regional Council of Gov
Middletown South Fire District
Estuary Transit District
Litchfield, Town of
DOT - Maintenance
Capital Workforce Partners
DPH - Newborn Screening
Kent, Town of
OCPD Assigned Counsel Unit
Healthcare Advocate, Office of the
Regional School District No. 18
Achievement First
Colebrook School
Hamden Housing Authority
Seymour Housing Authority
Capital for Change
Plainfield Public Schools
Lebanon Public Schools
Groton Housing Authority
North Haven Housing Authority
Journey Home
Barnum Museum, The
North Stonington Public Schools
Greenwich Public Schools
Milford Redevmt & Hsng Ptnrshp MRHP
Community Builders Inc, The
Ledge Light Health District
Five Points Arts
New Beginnings Family Academy
DOT - Planning
Morris Housing Authority
Torrington Housing Authority
Windham Region Transit District
Goodwin University
Manchester Housing Authority
Rocky Hill Housing Authority
Weston Public Schools
East Haven Public Schools
Essex Library Association

Eastern Regional Tourism District
Bolton Board of Education
Cromwell Public Schools
The Child & Family Guidance Center
Easton, Town of
TEAM Inc.
Access Health CT
Wolcott Board of Education
Area Coop Ed. Services (ACES)
Southeastern CT Council of Gov
Windham Public Schools
Regional School District No. 13
Beth-El Center
Prospect, Town of
Litchfield Public Works Department
Public Health Preparedness & L H A
CTECS
Somers Public Schools
Public Defender Services, Division
Litchfield Housing Authority
Norwich Free Academy
Stratford Public Schools
Colebrook, Town of
Killingly Public Schools
Monroe Public Schools
Wethersfield Public Schools
Naugatuck Public Schools
DOT - Rail, Office of
Woodbury, Town of
Thomaston Public Schools
Stamford Public Schools
Newington Public Schools
Ridgefield Public Schools
New Milford Board of Education
Freeman Center, The
New Opportunities Inc
Sterling, Town of
Thompson Housing Authority
Branford Public Schools
Portland Housing Authority
Litchfield County Housing Opporntny
Wilton, Town of
Mutual Housing Assoc. Greater Htfd
East Granby Public Schools
North Branford Board of Education
Enfield Public Schools
Cooperative Educational Service CES
Mark Twain House and Museum, The
Workforce Strategy, Office of
Scotland, Town of

DPH Enviro Health & Drinking Water	Griswold Housing Authority
Public Health Workforce Development	Thames River Community Service Inc
Regional School District No. 10	Stafford Public Schools
Harriet Beecher Stowe Center	Regional School District No. 16
Elm City Montessori School	Watertown, Town of
Griffin Hospital	Pomfret Community School
Stamford Museum & Nature Center	CT Housing Partners
Watertown Board of Education	MDA - MIRA Dissolution Authority
Perception Programs	Ashford Housing Authority
Windham Region No Freeze Project	New Reach Inc.
Prospect Fire Department	Community Solutions Inc
CT Institute for the Blind Oak Hill	West Hartford Housing Authority
Boys & Girls Club of Greenwich	Redding, Town of
Bridges Healthcare Inc	Sheldon Oak Central Inc
Integrated Day Charter School	Elderly Housing Management Inc
Regional School District No. 4	Southeastern Ct Water Authority
Montville Housing Authority	New Samaritan Parkville
Greater Dwight Development Corp	Southington Housing Authority
Harwinton, Town of	Windsor Housing Authority
CSDE - Child Nutrition	Housing Authority
New London Housing Authority	Estuary Council of Seniors Inc
Coventry Housing Authority	CJIS-CT
YWCA Hartford Region	Woodstock Public Schools
Stamford Urban Redevelopment Commis	Bridgewater, Town of
Montville Board of Education	DEEP - COUNCIL SOIL WATER CONSERVAT
New London Homeless Hospitality Cen	Naugatuck Valley Health District
Killingworth, Town of	Preston Parks & Recreation
East Windsor Public Schools	DPH Firearm Injury Prevention
Goodwin Univ Educational Services	North Central Conservation District
Naugatuck Housing Authority	Bethel Housing Authority
Winchester Housing Authority	Bristol Housing Authority
OSC Procurement	Derby Water Pollution Control Auth
DOT - Engineering & Construction	ConnCORP LLC
Family Centers Inc.	TEEG
Mercy Housing and Shelter Corp	Elm City Communities - Housing Auth
Connecticut Public Broadcasting	Colchester Board of Education
Ascentria Care Alliance	Lutheran Services Association
Berlin Housing Authority	Charter Oak Cultural Center
Boys & Girls Village	DAS Commissioner, Office of
CT Institute - Refugees & Immigrant	Middlesex County Chamber Commerce
Christian Community Action	Quinebaug Valley Emergency Communic
Generations Family Health Center	Gan Yeladim of Stamford
Goshen Housing Trust	Southeastern Ct Region Res Rec Auth
Licia & Mason Beekley Library	



Office of the Finance Director

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

MARB Contract Form

Contract Name	Street Paving			
City Agency	Public Works			
Vendor Utilized	Tilcon – A CRH Company			
Address	P.O. Box 330890			
City, State, Zip	West Hartford CT			
Procurement Process	<input type="checkbox"/> Bid/RFP [] <input checked="" type="checkbox"/> State Contract [22PSX0196] <input type="checkbox"/> Cooperative Agreement [Enter Name/Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
No of Bid/RFP Respondents				
Quote No('s) if applicable				
Source of Funds	American Rescue Plan Funding (City Project # 2023-020) \$800K City FY 2025 Capital Bonding (\$1.4M) American Rescue Plan Funding Contingency not to exceed \$750K			
Quantity	1.00	Price Per:	\$0.00	Total Price \$2,950,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	Street paving services utilizing the American Rescue Plan Act funding and City FY 2025 Capital bonding. The vendor the City is utilizing is Tilcon CT off of state contract.			
Department Submission [Name and Title]	Robert Sandella, Acting Public Works Commissioner Rick Spreyer, chief of Staff			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			

FY24-25 BUDGET - CAPITAL REQUEST

Owner	Project Name	Description/Reason	Funding Source	FY25	FY26	FY27	FY28	FY29
Board of Education	Bailey Middle School	Bathroom upgrades	Bonding	\$ -	\$ -	\$ -	\$ 650,000	\$ -
Board of Education	Bailey Middle School	Domestic Piping	Bonding	\$ 85,000	\$ -	\$ -	\$ -	\$ -
Board of Education	Bailey Middle School	Modular Canopy work	Bonding	\$ -	\$ 500,000	\$ -	\$ -	\$ -
Board of Education	Bailey Middle School	Electrical System upgrade and repairs	Bonding	\$ -	\$ 175,000	\$ -	\$ -	\$ -
Board of Education	Bailey Middle School	Code Compliant Fire Doors	Bonding	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Board of Education	Bailey Middle School	Science lab upgrades	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Board of Education	Bailey Middle School	Fire Alarm System	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Board of Education	Bennett Rink	Mechanical Equipment	Bonding	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Board of Education	Carrigan Intermediate School	Asbestos/Flooring	Bonding	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Board of Education	Carrigan Intermediate School	Electrical System upgrade and repairs	Bonding	\$ -	\$ 275,000	\$ -	\$ -	\$ -
Board of Education	Carrigan Intermediate School	Science lab upgrades	Bonding	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Board of Education	Carrigan Intermediate School	Windows & Doors (City Share)	Bonding	\$ 695,000	\$ -	\$ -	\$ -	\$ -
Board of Education	District-Wide	Accessibilty improvements	Bonding	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
Board of Education	District-Wide	Asbestos abatement and removal	Bonding	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Board of Education	District-Wide	Code compliance- Emergency Lighting- Fire Pan	Bonding	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Board of Education	District-Wide	Electrical System upgrades	Bonding	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ -
Board of Education	District-Wide	Exterior masonry repair	Bonding	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Board of Education	District-Wide	Floor Cleaning Equipment Replacement	Bonding	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Board of Education	District-Wide	Maintenance equipment -Mowers/Tractors	Bonding	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -
Board of Education	District-Wide	Hardscape	Bonding	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Board of Education	District-Wide	HVAC improvements	Bonding	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Board of Education	District-Wide	Technology upgrades/Infrastructure Upgrades	Bonding	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	\$ -
Board of Education	Mackrille Elementary School	Roof Replacement (City Share)	Bonding	\$ -	\$ 468,000	\$ -	\$ -	\$ -
Board of Education	Pagels Elementary School	Roof Replacement (City Share)	Bonding	\$ -	\$ 460,000	\$ -	\$ -	\$ -
Board of Education	Seth Haley Elementary School	Roof Replacement (City Share)	Bonding	\$ -	\$ -	\$ 550,000	\$ -	\$ -
Board of Education	Savin Rock	Roof Replacement (City Share)	Bonding	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Board of Education	Vehicle - Light Duty	Maintenance Trucks Replacement	Bonding	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ -
Public Works	Street Paving	Ongoing Needs	Bonding	\$ 1,400,000	\$ 1,700,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000
Public Works	Handicap Curb Cuts	Ongoing Needs	Bonding	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Public Works	Sidewalks	Sidewalk Replacement	LOCIP	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Public Works	Storm Sewers	Ongoing Needs	LOCIP	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Public Works	Roof Repair	Salt Shed	LOCIP	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Public Works	Road Patch/Pave	Ongoing Needs	LOCIP	\$ 90,000	\$ -	\$ -	\$ -	\$ -
Public Works	28 Collis st	Roof	LOCIP	\$ 80,000	\$ -	\$ -	\$ -	\$ -

AUTHORIZING RESOLUTION OF THE

City of West Haven City Council

WHEREAS the City is in receipt of certain Federal Corona Virus Stimulus Funds, hereinafter referred to as ARPA Funds;

WHEREAS Former Mayor Nancy R. Rossi previously submitted to the Council an outline plan for the expenditure of ARPA funds, which has been supplemented by Mayor Dorinda K. Borer ("Mayor");

WHEREAS the City Council has fiscal responsibility for the appropriation of ARPA Funds under Section 4 of the City Charter entitled Supplemental Appropriation;

WHEREAS the Mayor, her administration, and empaneled citizen review committee ("ARPA Committee") have executive duties for administering ARPA funds, including but not limited to the purchasing requirements of Chapter 42 of the Code of the City of West Haven, attached hereto for reference;

WHEREAS, the Council is required to appropriate funds for projects the Council selects to fund;

WHEREAS, this Resolution is intended, in part, to supersede and replace previous resolutions made on the same subjects:

RESOLVED, that the City Council hereby rescinds its prior appropriation of \$2,100,000.00 of ARPA funds appropriated as part of the City Council Resolution dated February 1, 2023 (the "Omnibus Resolution") and referenced therein as item P-07-Carrigan School Boilers & Re-Piping (\$2,100,000) in Attachment A thereto, dated February 1, 2023, (ARPA Project 2023-12) (the "Carrigan School Boiler Project").

FURTHER RESOLVED, that, except for the portion of the Omnibus Resolution rescinded hereby, the Omnibus Resolution remains in full force and effect.

FURTHER RESOLVED, that the City Council hereby reallocates and appropriates the above-referenced \$2,100,000.00 rescinded appropriation as follows:

1. \$100,000.00 to the ARPA contingency fund; and
2. Funding for the following projects as specified below:

Paving – Up to \$800,000.00 2023-020

A total of up to \$800,000.00 to assist with street paving;

Storm Water Problem Areas – Up to \$500,000.00 2022-010

A total of up to \$500,000.00 is hereby added to the prior appropriation of \$1,470,000.00 made by the City Council on May 31, 2022 for localized flooding hazards due to inadequate storm water infrastructure ("Storm Water Problem Areas", ARPA Project 2022-010) for a total appropriation of \$1,970,000.00 for such project;

Parks and Sidewalks – Up to \$300,000.00 2022-003

A total of up to \$300,000.00 is hereby added to the prior appropriation of \$1,000,000.00 made by the City Council on May 31, 2022 for Pocket Parks, Trees, and Open Space ("Parks Fund", ARPA Project 2022-003) for a total appropriation of \$1,300,000.00 to assist with improvements to parks and pedestrian walkways;

Youth Programs – Up to \$250,000.00 2023-021

A total of up to \$250,000.00 to assist with youth initiatives, which, without limitation, may include employment fairs and job skill coaching, athletic fees and at-risk mitigation programs; and

Facilities Upgrades – Up to \$150,000.00 2023-022

A total of up to \$150,000.00 to assist with improvement and repairs to City buildings, which, without limitation, may include repairs and upgrades related to safety, health and security.

FURTHER RESOLVED, that Dorinda K. Borer, as Mayor of The City of West Haven, shall:

- a.) develop a program narrative and project budget for the ARPA-funded program(s) listed above;
- b.) report said narrative, budget, and resulting expense accounting reports to the City Council for oversight and monitoring no less than once monthly;
- c.) that monthly reports to the Council continue until all funds are expended and final reports are made to the U.S. Department of the Treasury for the ARPA-funded projects;
- d.) that contingency funds shall remain un-appropriated until the City Council authorizes transfer to an approved expense account;
- e.) that all project cost over-runs shall be approved by the City Council before costs are incurred; and
- f.) that all project surplus be returned to the ARPA Contingency Fund for further action by the City Council.

FURTHER RESOLVED, Dorinda K. Borer, as Mayor of The City of West Haven, is authorized and directed to execute and deliver any and all documents related to this Resolution on behalf of the City of West Haven and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

CERTIFICATION:

I, Stacy Riccio, the Clerk of the City of West Haven City Council, a municipal corporation organized and existing under the laws of the State of Connecticut, with a place of business at 355 Main Street West Haven CT, do hereby certify that the following is a true and correct copy of a resolution adopted by The City of West Haven City Council at its duly called and held meeting on May ^{23rd}, 2024 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

The undersigned further certifies that Dorinda K. Borer now holds the office of Mayor and that she has held that office since December 3rd of 2023, and that said term will continue until December 7, 2025.

IN WITNESS WHEREOF: The undersigned has executed this certificate this ^{23rd} day May, 2024.

Stacy Riccio

Stacy Riccio, Clerk of the Council



AUTHORIZING RESOLUTION OF THE

City of West Haven City Council

WHEREAS the City is in receipt of certain Federal Corona Virus Stimulus Funds, hereinafter referred to as ARPA Funds;

WHEREAS Former Mayor Nancy R. Rossi previously submitted to the Council an outline plan for the expenditure of ARPA funds, which has been supplemented by Mayor Dorinda K. Borer ("Mayor");

WHEREAS the City Council has fiscal responsibility for the appropriation of ARPA Funds under Section 4 of the City Charter entitled Supplemental Appropriation;

WHEREAS the Mayor, her administration, and empaneled citizen review committee ("ARPA Committee") have executive duties for administering ARPA funds, including but not limited to the purchasing requirements of Chapter 42 of the Code of the City of West Haven, attached hereto for reference;

WHEREAS the Council is required to appropriate funds for projects the Council selects to fund;

WHEREAS, this Resolution is intended to supplement previous resolutions made on the same subjects:

RESOLVED:

Paving Contract – Potential Future Projects

The City, with the assistance of the ARPA Committee, is hereby authorized to enter into a contract with a paving contractor for potential future City of West Haven paving work with a cost between \$0.00 and \$750,000.00 of ARPA funds. This appropriation is to be funded by any unallocated ARPA funds as of December 31, 2024, and/or any existing ARPA surplus as of December 31, 2024.

The contract must be executed on or before December 31, 2024, and procurement

for the paving contractor shall be done through cooperative purchasing, e.g., an entity with a valid State of Connecticut contract number.

FURTHER RESOLVED, that Dorinda K. Borer, as Mayor of The City of West Haven, shall:

- a.) develop a program narrative and project budget for the ARPA-funded program(s) listed above;
- b.) report said narrative, budget, and resulting expense accounting reports to the City Council for oversight and monitoring no less than once monthly;
- c.) that monthly reports to the Council continue until all funds are expended and final reports are made to the U.S. Department of the Treasury for the ARPA-funded projects;
- d.) that contingency funds shall remain un-appropriated until the City Council authorizes transfer to an approved expense account;
- e.) that all project cost over-runs shall be approved by the City Council before costs are incurred; and
- f.) that all project surplus be returned to the ARPA Contingency Fund for further action by the City Council.

FURTHER RESOLVED, Dorinda K. Borer, as Mayor of The City of West Haven, is authorized and directed to execute and deliver any and all documents related to this Resolution on behalf of the City of West Haven and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

CERTIFICATION:

I, Stacy Riccio, the Clerk of the City of West Haven City Council, a municipal corporation organized and existing under the laws of the State of Connecticut, with a place of business at 355 Main Street West Haven CT, do hereby certify that the following is a true and correct copy of a resolution adopted by The City of West Haven City Council at its duly called and held meeting on October 15th, 2024 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

The undersigned further certifies that Dorinda K. Borer now holds the office of Mayor and that she has held that office since December 3rd of 2023, and that said term will continue until December 7, 2025.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 15th day October, 2024.


Stacy Riccio, Clerk of the Council



Contract Summary

General Information

Contract Number 22PSX0196
Issue Date March 09, 2023
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract Yes
Title Bituminous Concrete Materials and Bridge Deck Membrane Waterproofing
Description The awarded Contractors shall supply equipment and services for the application of bituminous concrete material, woven glass fabric and tack coat to roads, bridges and highways statewide.

Contract Administrator Dan Dion
Email Address daniel.dion@ct.gov
Request Number
Solicitation Number 22PSX0196
Enable Contract as Round Trip No
P-Card Accepted No

Commodity

Code	Description
30120000	Roads and landscape

Contractors

Name All States Construction, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Alan Chicoine	achicoine@asmg.com	4136657021
Name American Industries, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Cale Carnot	eyonts@americanind.net	8603762537
Name B&W Paving & Landscaping LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	James Wray		8605729942
Name Empire Paving, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Loretta Quattrini		2037520002
Name Advance Resources LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Linda Wray		8605749026
Name Palmer Paving Corporation			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Fred Hugli		4132838354
Name Charles Pasteryak Jr Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Carl Pasteryak		8603677784
Name Tilcon Connecticut Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Michael Noti		8602246027
Name Galasso Materials, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Leigh Turner		8606532524
Name O & G Industries, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Sharon Pomeroy		8606266459
Name Laydon Industries, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Stephen Calabro	info@laydonindustries.com	2035627283---
Name Waters Construction Company			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Kurt Troidle		2033346888

Pricing Information

Contract Type	DAS Contract
Pricing Type	Fixed Price with Unit Cost
Total Value Condition	Estimate
Total Value(USD)	80,000,000.00
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)	80,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	Net 25 days applied to Advance Resources LLC and Charles Pasteryak Jr. Inc (SBE/MBE).
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	

Contract Period

Contract Extension	Yes
Award Date	March 13, 2023
Effective Date	April 05, 2023
Amendment Effective Date	January 04, 2024
Expiration Date	April 04, 2025
Potential Final Expiration Date	April 04, 2025

Custom Fields

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Amendments

Field Title	Field Description
Amendment 1	November 28, 2023- Amendment 1 is issued to post the tentative 2024 Maintenance Resurfacing Program as Attachment 5 of the Contract. All other Contract terms and conditions not otherwise affected by this contract extension remain in full force and effect.
Amendment 2	January 4, 2024- Amendment 2 is issued to extend the Contract through April 4, 2025, pursuant to Section 2. Term of Contract; Contract Extension and as mutually agreed to by All States Construction, Inc., American Industries, Inc., B&W Paving & Landscaping, LLC, Charles Pasteryak Jr., Inc., Empire Paving, Inc., Galasso Materials, LLC, Laydon Industries, LLC, O & G Industries, Inc., Tilcon Connecticut Inc. and Waters Construction Co., Inc. Additionally, a 3.2% price increase has been approved on all line items. All other Contract terms and conditions not otherwise affected by the contract extension remain in full force and effect.

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
22PSX0196 Contract and Exhibits 1.4.24.pdf	January 04, 2024
22PSX0196 Exhibit B.xlsx	March 09, 2023
22PSX0196 Multiple Supplier Contract Summary.xls	March 09, 2023

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement	DAS Construction Services
Executive Branch	Children and Families, Dept. of
Connecticut State Library	Correction, Dept. of
Andover, Town of	Developmental Services North
Developmental Services West	Developmental Services Central
Early Childhood, Office of	Economic and Community Development
Education, Dept. of	Emergency Serv. & Public Protection
Energy & Environmental Protection	Housing, Dept. of
Insurance, Dept. of	Labor, Dept. of
Mental Health & Addiction Services	Military Department
Policy & Management, Office of	Public Health, Dept. of
Rehabilitation Services, Dept. of	Revenue Services, Dept. of
Social Services, Dept. of	Connecticut Library Consortium
Constitutional Office	Quasi Public State Agencies
DAS Property Acquisition	DAS Leasing
DAS Real Property Sales	Developmental Services, Dept. of
Developmental Services South	DDS Provider Contracts
DAS Property Management	Aging & Disability Services
Education & Services for the Blind	Agricultural Experiment Station
Agriculture, Dept. of	Auditors of Public Accounts
Charter Oak State College	Commission On Human Rights
Connecticut State University System	Consumer Council, Office of
Criminal Justice, Division of	Governmental Accountability
State Contracting Standards Board	Victim Advocate, Office of
Governor, Office of the	Higher Education, Dept. of
Insurance & Risk Management	Lieutenant Governor, Office of the
Medical Examiner, Office of Chief	Motor Vehicles, Dept. of
State Ethics, Office of	Capital Community College
Central Connecticut State Univ.	CT State Colleges & Universities
Eastern Connecticut State Univ.	Housatonic Community College
Quinebaug Valley Comm. College	Southern Connecticut State Univ.
Three Rivers Comm. College	University of Connecticut
UConn Health Center	Western Connecticut State Univ.
Comptroller, Office of State	Treasurer, Office of State
CT Teachers' Retirement Board	Transportation, Dept. of
DOT - Purchasing	Veterans' Affairs, Dept. of
Protection & Advocacy, Office of	Ansonia Housing Authority
Workforce Competitiveness Office Of	Gateway Community College
Manchester Community College	Middlesex Community College
Naugatuck Valley Comm. College	Northwestern CT Comm. College
Norwalk Community College	Tunxis Community College
Colleges & Universities	Secretary of the State
Connecticut Port Authority	Connecticut Lottery Corporation
Connecticut Science & Exploration	Connecticut Development Authority
Connecticut Green Bank	Regional Water Authority
Boards, Commissions and Councils	Developmental Disabilities
Connecticut Siting Council	Consumer Protection, Dept. of
CT Retirement Security Authority	Elections Enforcement Commission
Fire Prevention & Control	Firearms Permit Examiners, Board of

Freedom of Information Commission	Police Officer Standards & Training
Property Review Board	Psychiatric Security Review Board
Siting Council	State Academic Awards, Board for
State Board of Accountancy	State Marshal Commission
Workers' Compensation Commission	DAS Business Office
A-Z Corp	F8 Properties
RM Bradley	Simon Konover
Owens Services	LAZ Parking
DOT - Construction Contracts Unit	Office of the Attorney General
Legislative Branch	Not For Profits
Non-Executive Agency	Cities, Towns & Municipalities
Ansonia, City of	Ashford, Town of
Avon, Town of	Beacon Falls, Town Of
Berlin, Town of	Bethany Board of Education
Bethel, Town of	Bethany, Fire Marshall
Bethlehem, Town of	Bloomfield Public Schools
Branford, Town of	Bridgeport, City of
Bridgeport Economic Development Cor	Bridgeport Housing Authority
Bristol, City of	Brookfield, Town of
Brookfield Public Schools	Brookfield Water Pollution Control
Brooklyn Public Schools	Burlington, Town of
Canterbury Public Schools	Canton, Town of
Capital Region Development Auth.	Capitol Region Council Governments
Capitol Region Education Council	Cheshire, Town of
Chester, Town of	Clinton, Town Of
Colchester, Town of	Columbia, Town of
Coventry, Town of	Cromwell, Town of
Danbury, City of	Danbury Housing Authority
Darien, Town of	Derby, Town of
Durham, Town of	East Granby, Town of
East Haddam, Town of	East Hampton Board of Education
East Hartford, Town of	East Hartford Housing Authority
East Hartford Public Schools	East Haven, Town of
East Lyme, Public Schools	East Lyme, Town of
East Lyme, Public Works	Bethany, Town of
East Hampton, Town of	Enfield, Town of
Enfield Housing Authority	Farmington, Town of
Farmington Public Schools	Glastonbury, Town of
Glastonbury Housing Authority	Guilford, Town of
Guilford Public Schools	Hartford, City of
Hartford Energy Improvement Dist.	Greater Hartford Transit District
Hartford Housing Authority	Hartford Public School
Middletown, City of	Middletown Board of Education
Middletown Housing Authority	Norwalk, City of
Norwalk Public Schools	Norwalk Transit District
Norwich, City of	Norwich Community Development
Norwich Housing Authority	Preston, Town of
Preston Board of Education	Putnam, Town of
Putnam Public Schools	Somers, Town of
Somers Board of Education	South Windsor, Town of

South Windsor Board of Education
Southington, Town of
Stratford, Town of
Suffield, Town of
Torrington, City of
Bridgeport Transit Authority
Ledyard Public Schools
Vernon Housing Authority
Voluntown, Town of
Waterbury, City of
West Hartford, Town of
Westport, Town of
Wethersfield, Town of
Woodbridge, Town of
Ellington Public Schools
Housatonic Resources Recovery Auth.
Sherman Board of Education
Willimantic Housing Authority
East Windsor, Town of
Fairfield, Town of
Granby, Town of
Griswold, Town of
Groton, Town of
Hamden, Town of
Jewett City, Borough of
Lebanon, Town of
Madison, Town of
Mansfield, Town of
Meriden, City of
Middlefield, Town of
Monroe, Town of
Morris, Town of
New Britain, City of
New Fairfield, Town of
New Haven, City of
New Milford, Town of
Newtown, Town of
North Haven, Town of
Old Saybrook, Town of
Oxford, Town of
Plainville, Town of
Pomfret, Town of
Regional School District No. 1
Regional School District No. 8
Ridgefield, Town of
Roxbury, Town of
Southbury, Town of
Stafford, Town of
Stonington, Town of
Thompson, Town of

South Windsor Housing Authority
Southington Board of Education
Stratford Housing Authority
Suffield Public Schools
Torrington, Public School
Ledyard, Town of
Vernon, Town of
Vernon Board of Education
Voluntown Board of Education
Waterbury Housing Authority
West Hartford Nutrition Services
Westport Public Schools
Wethersfield Housing Authority
Woodbridge School District
Hampton Board of Education
Salem Board of Education
Wallingford Housing Authority
Winchester Public Schools
Essex, Town of
Franklin, Town of
Greenwich, Town of
Groton, City of
Haddam, Town of
Hebron, Town of
Killingly, Town of
Lyme, Town of
Manchester, Town of
Marlborough, Town of
Middlebury, Town of
Milford, City of
Montville, Town of
Naugatuck, Town of
New Canaan, Town of
New Hartford, Town of
New London, City of
Newington, Town of
North Branford, Town of
North Stonington, Town of
Orange, Town of
Plainfield, Town of
Plymouth, Town of
Portland, Town of
Regional School District No. 14
Regional School District No. 17
Rocky Hill, Town of
Simsbury, Town of
Sprague, Town of
Stamford, City of
Thomaston, Town of
Tolland, Town of

Barkhamsted, Town of
Waterford, Town of
Westbrook, Town of
Windham, Town of
Windsor, Town of
Woodstock, Town of
LEARN
Metropolitan District Commission
NE Transportation / CT Transit
Northeastern CT Transit District
Shelton Housing Authority
Southeast Area Transit District
CT Health and Ed. Facilities Auth.
Connecticut Innovations
Materials Innovation & Recycling
CET
CT Conference of Municipalities
Western CT Tourism District
Administrative Services
State Education Resource Center
Brooklyn, Town of
Ellington, Town of
Salem, Town of
Sherman, Town of
Winchester, Town of
Enfield Social Services
Middlefield Voluntary Fire Company
Portland Public Schools
Old Lyme, Town Of
W. Hartford Bloomfield Health Dist.
West Hartford Public Library
Sharon, Town Of
CHEFA
Avon Recreation & Parks Department
Oxford Public Schools
Middlebury Public Works
Connecticut General Assembly
Public Health Systems and Equity
Community Family Health and Prevent
Plymouth Housing Authority
Norwalk, City
Judicial Branch
CAFCA
Salisbury, Town of
Old Colony Beach Club Association
Deep River Housing Authority
Savin Rock Communities
Regional School District No. 15
CSDNB Board of Education
Seymour, Town of

Trumbull, Town of
West Haven, City of
Weston, Town of
Windsor Locks, Town of
Wolcott, Town of
CT Metro. Council of Governments
CT River Valley Council of Gov.
Naugatuck Valley Council of Gov.
Northeastern CT Council of Gov.
Northwest Hills Council of Gov.
So. Central CT Regional Water Auth.
Community Renewal Team
CT Housing Finance Authority
EASTCONN
Western CT Council of Governments
Connecticut Transit
Connecticut Airport Authority
Valley Association
Health Strategy, Office of
Bloomfield, Town of
Canterbury, Town of
Hampton, Town of
Shelton, Town of
Wallingford, Town of
Cheshire Public Works
Enfield Fleet Services
New Hartford Public Schools
Baltic Public Schools
Madison Public Works
West Hartford Fire Department
Windsor Locks Public Schools
Regional School District No. 5
Greater New Haven Transit District
CHESLA
Norwalk Redevelopment Agency
CHFA
DPH - Communications
DPH Facility Licensing
Derby Public Schools
ISAAC Charter School
MIRA
Probate Court Administrator, Office
MARC, Inc. of Manchester
Willington, Town of
Deep River, Town of
Groton Public Schools
Regional School District No. 12
Cheshire Public Schools
First District Water Dept., Norwalk
Connecticut Paid Leave Authority

Canton Public Schools
Bolton, Town of
Banking, Dept. of
United Community & Family Services
Derby Public Library
Shelton Economic Development Corp.
Town of Watertown
TOW - Public Works Department
New Haven Parking Authority
Easton, Redding & Region 9 Schools
Winsted Water Works
South Cntrl Regional Council of Gov
Middletown South Fire District
Estuary Transit District
Litchfield, Town of
DOT - Maintenance
Capital Workforce Partners
DPH - Newborn Screening
Kent, Town of
OCPD Assigned Counsel Unit
Healthcare Advocate, Office of the
Regional School District No. 18
Achievement First
Colebrook School
Hamden Housing Authority
Seymour Housing Authority
Capital for Change
Plainfield Public Schools
Lebanon Public Schools
Groton Housing Authority
North Haven Housing Authority
Journey Home
Barnum Museum, The
North Stonington Public Schools
Greenwich Public Schools
Milford Redevmt & Hsng Ptnrshp MRHP
Community Builders Inc, The
Ledge Light Health District
Five Points Arts
New Beginnings Family Academy
DOT - Planning
Morris Housing Authority
Torrington Housing Authority
Windham Region Transit District
Goodwin University
Manchester Housing Authority
Rocky Hill Housing Authority
Weston Public Schools
East Haven Public Schools
Essex Library Association

Eastern Regional Tourism District
Bolton Board of Education
Cromwell Public Schools
The Child & Family Guidance Center
Easton, Town of
TEAM Inc.
Access Health CT
Wolcott Board of Education
Area Coop Ed. Services (ACES)
Southeastern CT Council of Gov
Windham Public Schools
Regional School District No. 13
Beth-El Center
Prospect, Town of
Litchfield Public Works Department
Public Health Preparedness & L H A
CTECS
Somers Public Schools
Public Defender Services, Division
Litchfield Housing Authority
Norwich Free Academy
Stratford Public Schools
Colebrook, Town of
Killingly Public Schools
Monroe Public Schools
Wethersfield Public Schools
Naugatuck Public Schools
DOT - Rail, Office of
Woodbury, Town of
Thomaston Public Schools
Stamford Public Schools
Newington Public Schools
Ridgefield Public Schools
New Milford Board of Education
Freeman Center, The
New Opportunities Inc
Sterling, Town of
Thompson Housing Authority
Branford Public Schools
Portland Housing Authority
Litchfield County Housing Opporntny
Wilton, Town of
Mutual Housing Assoc. Greater Htfd
East Granby Public Schools
North Branford Board of Education
Enfield Public Schools
Cooperative Educational Service CES
Mark Twain House and Museum, The
Workforce Strategy, Office of
Scotland, Town of

DPH Enviro Health & Drinking Water	Griswold Housing Authority
Public Health Workforce Development	Thames River Community Service Inc
Regional School District No. 10	Stafford Public Schools
Harriet Beecher Stowe Center	Regional School District No. 16
Elm City Montessori School	Watertown, Town of
Griffin Hospital	Pomfret Community School
Stamford Museum & Nature Center	CT Housing Partners
Watertown Board of Education	MDA - MIRA Dissolution Authority
Perception Programs	Ashford Housing Authority
Windham Region No Freeze Project	New Reach Inc.
Prospect Fire Department	Community Solutions Inc
CT Institute for the Blind Oak Hill	West Hartford Housing Authority
Boys & Girls Club of Greenwich	Redding, Town of
Bridges Healthcare Inc	Sheldon Oak Central Inc
Integrated Day Charter School	Elderly Housing Management Inc
Regional School District No. 4	Southeastern Ct Water Authority
Montville Housing Authority	New Samaritan Parkville
Greater Dwight Development Corp	Southington Housing Authority
Harwinton, Town of	Windsor Housing Authority
CSDE - Child Nutrition	Housing Authority
New London Housing Authority	Estuary Council of Seniors Inc
Coventry Housing Authority	CJIS-CT
YWCA Hartford Region	Woodstock Public Schools
Stamford Urban Redevelopment Commis	Bridgewater, Town of
Montville Board of Education	DEEP - COUNCIL SOIL WATER CONSERVAT
New London Homeless Hospitality Cen	Naugatuck Valley Health District
Killingworth, Town of	Preston Parks & Recreation
East Windsor Public Schools	DPH Firearm Injury Prevention
Goodwin Univ Educational Services	North Central Conservation District
Naugatuck Housing Authority	Bethel Housing Authority
Winchester Housing Authority	Bristol Housing Authority
OSC Procurement	Derby Water Pollution Control Auth
DOT - Engineering & Construction	ConnCORP LLC
Family Centers Inc.	TEEG
Mercy Housing and Shelter Corp	Elm City Communities - Housing Auth
Connecticut Public Broadcasting	Colchester Board of Education
Ascentria Care Alliance	Lutheran Services Association
Berlin Housing Authority	Charter Oak Cultural Center
Boys & Girls Village	DAS Commissioner, Office of
CT Institute - Refugees & Immigrant	Middlesex County Chamber Commerce
Christian Community Action	Quinebaug Valley Emergency Communic
Generations Family Health Center	Gan Yeladim of Stamford
Goshen Housing Trust	Southeastern Ct Region Res Rec Auth
Licia & Mason Beekley Library	