


Patricia A. Peshka  
Purchasing Agent



Frank J. Picozzi  
Mayor

**City of Warwick**  
Purchasing Division  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2013  
Fax (401) 737-2364

TO: Members of the City Council

FROM: Patricia A. Peshka, Purchasing Agent 

DATE: May 6, 2022

RE: Bids for the Finance Committee Monday, May 16, 2022

CITY OF WARWICK  
STATE OF RHODE ISLAND  
RESOLUTION OF THE CITY COUNCIL

5/16/2022  
MEETING DATE: \_\_\_\_\_

NO: \_\_\_\_\_

APPROVED: \_\_\_\_\_ MAYOR

DATE: \_\_\_\_\_

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 272	Sale of Former John Wickes School Building & Property Plat 347, Lot 476	<b>Link Commercial Properties, LLC</b> 144 Metro Center Blvd., Unit F Warwick, RI 02886	\$2,100,000.00 <b>Revenue</b>			
2022 - 389	Buckeye Brook Restoration Project	<b>Cardi Corporation</b> 400 Lincoln Ave Warwick, RI 02888	\$2,029,480.00	One year from date of award		
2022 - 416	Elite Rescue Software Maintenance	<b>Image Trend Inc.</b> 208555 Kensington Blvd. Lakeville, MN 55044	\$17,990.08	1/1/22 - 12/31/22		56 - 6

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PCR-62-22

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2023 - 034	Emergency Services Software	<b>CrewSense LLC</b> 4890 West Kennedy Boulevard Suite 300 Tampa, FL 33609	\$15,052.62	7/1/22 - 6/30/23		56 - 6
2022 - 213	Replacement of Time Clock System	<b>Easy Workforce Software</b> 3141 Commerce Parkway Miramar, FL 33025	\$2,700.00		1	6 - 12
2023 - 022	Janitorial & Cleaning Supplies for the Fire Department	<b>Banner Systems, Inc.</b> 135 Elliot Street Brockton, MA 02302 <b>Likarr, Inc.</b> 6 Perry Drive Foxboro, MA 02035 <b>Acquity Specialty Products, Inc d/b/a Zep Sales &amp; Service</b> 3330 Cumberland Blvd., Suite 700 Atlanta, GA 30339	\$18,000.00	7/1/22 - 6/30/23		
2021 - 240B	City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel	<b>Roberts Energy</b> 237 Albany St. Springfield, MA 01105	\$16,902.46 <b>FIRE</b>		2	6 - 12
2023 - 021	Delivery, Rental & Filling of Oxygen Tanks	<b>Clinical I</b> 65 Mathewson Dr., Suite E Weymouth, MA 02189	\$15,000.00	7/1/22 - 6/30/24		
2023 - 044	Service Contract for Lifepak-15 Cardiac Motors	<b>Stryker Medical</b> 3800 E Centre Ave. Portage, MI 49009	\$9,822.60	8/1/22 - 7/31/23		56 - 6

Continued next page

PCR-62-22

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 310	Purchase Paratransit Van	<b>Matthews Buses Commercial</b> 4802 W. Colonial Dr. Orlando, FL 32808	\$11,500.00		3	6 - 12
2022 - 043	HVAC Maintenance & Repair for Thayer & Warburton Arena	<b>Environmental Systems, Inc.</b> 2980 West Shore Rd Warwick, RI 02886	\$35,000.00		4	6 - 12
2021 - 034	HVAC Maintenance & Repairs for City-Owned Buildings	<b>D. Larsen &amp; Sons Inc.</b> 2 Huckleberry Ct. Warwick, RI 02888 <b>Nexgen Mechanical, Inc.</b> 205 Hallene Rd. Unit 106 Warwick, RI 02886	\$30,000.00		5	6 - 12
2022 - 425	Purchase of RS45 Cylinders	<b>Comstar International Inc.</b> 20-47 128 Point St. College Point, NY 11356	\$28,000.00			56 - 6
2022 - 261	Fertilizer, Liquid Weed Control & Lime	<b>SiteOne Landscape Supply</b> 1385 East 36 <sup>th</sup> Street Cleveland, Ohio 44114 <b>Seeton Turf Warehouse LLC d/b/a Noble Turf</b> 25 Roland Ave. Mt Laurel, NJ 08059	\$15,000.00		6	6 - 12

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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 335	State of RI Plumbing Services	<b>Barlows Plumbing &amp; Well Sys Inc.</b> PO Box 600 North Scituate, RI 02857 <b>Fleet Plumbing &amp; Heating Inc.</b> PO Box 266 North Scituate, RI 02857 <b>AZ Corp.</b> PO Box 370 46 Norwich Westerly Rd. North Stonington, CT 06359 <b>Atlantic Control Systems Inc</b> PO Box 313 Exeter, RI 02822	\$10,000.00	4/1/22 - 5/31/22	7	6 - 12
2022 - 405	Waterborne Traffic Paint	<b>K5 Corporation</b> 9 Rockview Way Rockland, MA 02370	\$10,000.00	One year from date of award		
2023 - 038	Vehicle Tracking Subscription	<b>Verizon Connect NWF, Inc.</b> 9868 Scranton Rd. San Diego, CA 92121	\$3,183.60	7/1/22 - 6/30/23		56 - 6
2022 - 426	Purchase & Install Single CO2 Feeder	<b>NE Aquatics</b> 4 Boucher St. W. Warwick, RI 02893	\$2,102.75			56 - 6
2009 - 280	E. Greenwich Yard Waste Pilot Program	<b>City of Warwick</b> 3275 Post Rd. Warwick, RI 02886	Revenue	5/27/22 - 5/26/23	8	6 - 12
2023 - 045	Municipal Recycling Facility By-Products	<b>Various Vendors</b>	Revenue	7/1/22 - 6/30/23		56 - 6

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**PCR-62-22**

<b>Bid #</b>	<b>Name</b>	<b>Vendor(s) Name/Address</b>	<b>Contract Award</b>	<b>Contract Period</b>	<b>Note</b>	<b>Code</b>
2018 - 251	Consulting Services Buckeye Brook Permitting-Remedial Action	<i><b>EA Engineering, Science &amp; Technology, Inc.</b></i> 301 Metro Center Blvd. Ste. 102 Warwick, RI 02886	\$38,522.00		9	6 - 12
2021 - 295	Engineering and Survey Support Services for Improvements to Oakland Beach Playground and Splash Pad	<i><b>BL Companies New England, Inc.</b></i> 2346 Post Road, Suite 100 Warwick, RI 02886	\$35,000.00		10	6 - 12

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to Increase PCR-134-21 (Sub A) from \$8,832.46 to \$11,532.46
2. Request permission to increase PCR-22-22 from \$197,500.00 to \$214,402.46
3. Request permission to increase PCR-37-22 (Sub A) from \$68,886.00 to \$80,386.00
4. Request permission to increase PCR-93-21 (Sub A) from \$50,000.00 to \$85,000.00
5. Request permission to increase PCR-148-21 from \$245,000.00 to \$275,000.00.
6. Request permission to increase PCR-10-22 from \$10,000.00 to \$25,000.00
7. Request permission to increase PCR-26-22 (Sub A) from \$5,000.00 to \$15,000.00  
And Extend from April 1, 2022 through May 31, 2022
8. Request permission to extend PCR-84-21 (Sub A) from May 27, 2022 to May 26, 2023.
9. Request permission to Increase PCR-152-21 (Sub A) from \$174,586.00 to \$213,108.00
10. Request permission to Increase PCR-152-21 (Sub A)  
from \$65,000.00 to \$100,000.00

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

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<b><u>Item #</u></b>	<b><u>BID #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DEPT</u></b>
1	2022-272	Sale of Former John Wickes School Building & Property Plat 347, Lot 476	1-4
2	2022-389	Buckeye Brook Restoration Project	5-12
3	2022-416	Elite Rescue Software Maintenance (Sec. 56-6)	13-16
4	2022-034	Emergency Services Software (Sec. 56-6)	17-27
5	2022-213	Replacement of Time Clock System (Sec. 6-12)	28-38
6	2023-022	Janitorial & Cleaning Supplies for the Fire Department	39-58
7	2021-240B	City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel (Sec. 6-12)	59-75
8	2023-021	Delivery, Rental & Filling of Oxygen Tanks	76-78
9	2023-044	Service Contract for Lifepak-15 Cardiac Motors (Sec. 56-6)	79-84
10	2022-310	Purchase Paratransit Van (Sec. 6-12)	85-96
11	2022-043	HVAC Maintenance & Repair for Thayer/Warburton Arena (Sec. 6-12)	97-107
12	2021-034	HVAC Maintenance & Repair for City-Owned Buildings (Sec. 6-12)	108-114
13	2022-425	Purchase of RS45 Cylinders (Sec. 56-6)	115-117
14	2022-261	Fertilizer, Liquid Weed Control & Lime (Sec. 6-12)	118-125
15	2022-335	State of RI Plumbing Services (Sec. 6-12)	126-140
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17	2023-038	Vehicle Tracking Subscription (Sec. 56-6)	144-163
18	2022-426	Purchase & Install Single CO2 Feeder (Sec. 56-6)	164-166
19	2009-280	E. Greenwich Yard Waste Pilot Program (Sec. 6-12)	167-183
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<b>21</b>	2018-251	Professional Consulting Services-Buckeye Brook Permitting & Remedial Action (Sec. 6-12)	186-201
<b>22</b>	2021-295	Engineering and Survey Support Services for Improvements to Oakland Beach Playground and Splash Pad (Sec. 6-12)	202-216

**RFP2022-272 Sale of Former John Wickes School Building & Property Plat 347, Lot 476**

- 4 Bids Received

***Revenue***

CODE: 100-03679 General Fund/Sale of City Real Estate

MANNER OF AWARD: \$2,100,000.00

RECOMMEND: Link Commercial Properties, LLC

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Link Commercial Properties, LLC  
144 Metro Center Blvd., Unit F  
Warwick, RI 02886

Shoreline Properties Inc.  
400 South County Trail A207  
Exeter, RI 02822

St. Paul Housing Corp.  
389 Greenwich Ave.  
Warwick, RI 02818

Four Twenty Corporation or Assignee  
164 Centerville Rd.  
Warwick, RI 02886

Description	Link Commercial Properties, LLC	Shoreline Properties Inc.	St. Paul Housing Corp.	Four Twenty Corporation
John Wickes Elementary School Building and Grounds - Plat 347, Lot 476.	\$2,100,000.00	\$1,890,000.00	\$1,601,010.00	\$780,000.00

<p>Frank Zammiello 544 Airport Road Warwick, RI 02886 Phone: 401-225-8506 Email: <a href="mailto:FZamm@aol.com">FZamm@aol.com</a></p>	<p>Centerville Builders, Inc. Bob Lamoureux <a href="mailto:rlamx1966@gmail.com">rlamx1966@gmail.com</a> 164 Centerville Road Warwick, RI 02886-4340 401-737-2508</p>	<p>Tom &amp; Kelly Clayton 703-597-1611 <a href="mailto:contact@touchdownrealtygroup.com">contact@touchdownrealtygroup.com</a> <a href="http://www.TouchdownRealtyGroup.com">www.TouchdownRealtyGroup.com</a></p>
<p>Mark Powers H.A. Fisher Homes, LLC 300 Centerville Rd, Suite 105 W Warwick, RI 02886 401-338-0677 <a href="mailto:mark@hafisherhomes.com">mark@hafisherhomes.com</a></p>	<p>Dennis DiPrete <a href="mailto:ddiprete@diprete-eng.com">ddiprete@diprete-eng.com</a> 2 Stafford Ct, Cranston, RI 02920 Phone: (401) 943-1000</p>	<p>Joe Catelli Shoreline Properties, Inc 400 South County Trail Suite 207A Exeter, RI 02822 401-732-8566 <a href="mailto:JLC.Shoreline@gmail.com">JLC.Shoreline@gmail.com</a></p>
<p>Joe Shekarchi, Esq. 240 Chestnut Street Warwick, RI 02888 <a href="mailto:joe@shekarchilaw.com">joe@shekarchilaw.com</a> (401) 827-0100</p>	<p>John Mulhearn Re/Max Metro 200 Metro Center Blvd Warwick, RI 02886 401-225-6700 <a href="mailto:JohnMulhearn@verizon.net">JohnMulhearn@verizon.net</a></p>	<p>Stephen Soscia Mutual Property One James P. Murphy Highway - Suite 200 West Warwick, RI 02893 Phone: (401) 821-0700 Fax: (401) 821-1176 Email: <a href="mailto:steve@mutualprop.com">steve@mutualprop.com</a></p>
<p>David Mitchell – Landing Partners LLC 600 Madison Avenue, 24<sup>th</sup> Floor NY, NY 10022 917-362-8787 <a href="mailto:dmitchell@goodhomesco.com">dmitchell@goodhomesco.com</a></p>	<p>Frank Paolino 100 Westminster Street Providence, RI 02903 (401) 640-1019 <a href="mailto:Link@linkprop.net">Link@linkprop.net</a></p>	<p>Tai Bacani SAGE Rhode Island 1665 Broad Street Cranston, RI 02905 401-391-1355 <a href="mailto:Tai.bacani@yahoo.com">Tai.bacani@yahoo.com</a></p>
<p>JLL 1 Post Office Square Suite 1100, Boston, MA 02109 617-531-4100</p>	<p>Trammell Crow Compnay 265 Franklin Street, Suite 2002 Boston, MA 02110 Mr. Charles Leatherbee, SVP 617-699-2108 <a href="mailto:cleatherbee@trammellcrow.com">cleatherbee@trammellcrow.com</a></p>	<p>Tishman Speyer 125 High Street Boston, MA 02110 Ms. Jessica Hughes, Managing Director 617-342-7500 <a href="mailto:boston@tishmanspeyer.com">boston@tishmanspeyer.com</a></p>
<p>Lincoln Property Company 53 State Street, Eighth Floor Boston, MA 02109 Mr. Scott Brown, Executive Vice President 617-951-4104/214-740-3300 (TX) <a href="mailto:sbrown@lpc.com">sbrown@lpc.com</a></p>	<p>Metlife Investment Management, LLC 600 13th Street NW, Suite 350 Washington, DC 20005 Mr. Steven Goulart, Executive Vice President &amp; CIO 202-659-6900 <a href="mailto:steven.j.goulart@metlife.com">steven.j.goulart@metlife.com</a></p>	<p>KDC 8115 Preston Road, Suite 700 Dallas, TX 75225 Mr. Scott Ozymy, Executive Vice President &amp; CIO 214-696-7825 <a href="mailto:scott.ozymy@kdc.com">scott.ozymy@kdc.com</a></p>

Mr. Brian Banaszynski, Regional Partner NE 973-947-9213 brian.banaszynski@transwestern.com	Duke Realty 8711 River Crossing Boulevard Indianapolis, IN 46240 Mr. Jeff Behm, Acquisitions & Dispositions 317-808-6000 jeff.behm@dukerealty.com	Hoffman & Associates 760 Maine Avenue SW Washington, DC 20004 Mr. Tom Ikeler, Principal & CIO 202-686-0010 information@hoffman-dev.com
Related Group 315 S Biscayne Boulevard Miami, FL 33131 Mr. Matt Flowers, Executive VP & Senior Investment Officer Related Development 305-460-9900 rentalmixedinfo@relatedgroup.com	Stream Realty Partners 740 15th Street, NW Suite 2002 Washington, DC 2005 Ms. Vanessa Carrion, VP 202-595-1749 vanessa.carrion@streamrealty.com	Inland National Development Company, LLC 2901 Butterfield Road Oak Brook, IL 60523 Mr. John Brown, Senior Vice President, Development 630-954-5677 john.brown@inlandgroup.com



CITY OF WARWICK

MAY 03 2022

FRANK J. PICOZZI, MAYOR

TO: Pat Peshka, Purchasing Agent  
FROM: Tom Kravitz, Planning Director *TK*  
DATE: May 3, 2022  
RE: RFP 2022-272 Sale of Former John Wickes School Building & Property Plat 347, Lot 476

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The Planning Department has reviewed the above-referenced bids as described in detail in the attached Bid minutes dated Monday, May 2, 2022.

It is the recommendation to authorize the Administration to execute a purchase and sales agreement with the highest bidder, Link Commercial Properties, LLC, at an amount of \$2,100,000 in advance of a fee simple interest, warranty deed conveyance of the property to said highest bidder.

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PLANNING DEPARTMENT • THOMAS KRAVITZ, DIRECTOR  
3275 POST ROAD • WARWICK, RI 02886 • 401-738-2009



**Bid2022-389 Buckeye Brook Restoration Project**

- 3 Bids Received

CODE: 502-21001 CBDG Disaster Recovery/Sewer Mitigation Project \$ 957,597.00  
60-442 Department of City Planning/State Grant Pass Through \$1,071,883.00

MANNER OF AWARD: \$2,029,480.00  
One year from date of award

RECOMMEND: Cardi Corporation

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SumCo Eco-Contracting, LLC  
2 Centennial Drive Suite 4D  
Peabody, MA 01960

William Anthony Excavating Inc.  
366 Quaker Lane  
North Kingstown, RI 02852

Cardi Corporation  
400 Lincoln Ave  
Warwick, RI 02888

**Pricing as follows**

**Bid2022-389 Buckeye Brook Restoration Project**

<b>Item #</b>	<b>Description</b>	<b>SumCo Eco-Contracting, LLC.</b>	<b>William Anthony Excavating Inc</b>	<b>Cardi Corporation</b>
<b>1</b>	Mobilization/Demobilization	\$175,000.00	\$205,000.00	\$150,000.00
<b>2</b>	Temporary Excavation Shutdown Period	\$225,000.00	\$ 30,000.00	\$ 1,000.00
<b>3</b>	Temporary Erosion & Sedimentation Controls	\$ 60,000.00	\$345,000.00	\$180,000.00
<b>4</b>	Site Clearing	\$ 6,000.00	\$ 50,000.00	\$ 96,000.00
<b>5</b>	Herbicide Application	\$ 17,000.00	\$ 50,000.00	\$ 55,000.00
<b>6</b>	Control of Water	\$215,000.00	\$ 75,000.00	\$250,000.00
<b>7</b>	Phragmites Austrailis Excavation	\$605,000.00	\$395,000.00	\$480,000.00
<b>8</b>	Site Restoration	\$115,000.00	\$105,000.00	\$ 70,000.00
<b>9</b>	Allowances	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
<b>10</b>	Phragmites Austrailis Transportation and Disposal	\$916,300.00	\$754,600.00	\$711,480.00
<b>11</b>	Frac Tank	\$ 4,800.00	\$ 60,000.00	\$ 6,000.00
	<b>Total Base Bid Items 1-11</b>	<b>\$2,369,100.00</b>	<b>\$2,099,600.00</b>	<b>\$2,029,480.00</b>
<b>Add / Deduct Unit Bid Items</b>				
Payment under add/deduct unit bid items listed below would only be made for the quantity of work completed and accepted in variance to the indicated quantities, respectively.				
<b>7A</b>	<b>Item # 7A</b> Phragmites Excavation	\$112.00 Per ton	\$65.00 Per ton	\$25.00 Per ton
<b>Alternate Bid Items</b>				
The following unit price alternate bid price will be added to the project's base contract price only if sediment is not allowed to be disposed of at RIRRC.				
<b>Alt-1</b>	<b>Alt-1</b> Phragmites Australis Transportation and Disposal (Turnkey or Similar)	\$160.00 Per ton	\$350.00 Per ton	\$250.00 Per ton
<b>Alt-2</b>	<b>Alt-2</b> Phragmites Australis Transportation and Disposal (Hazardous)	\$750.00 Per ton	\$500.00 Per ton	\$525.00 Per ton

[illegible]




**CITY OF WARWICK**  
**FRANK J. PICOZZI, MAYOR**

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MEMORANDUM

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TO: Patricia A. Peshka, Purchasing Agent

FROM: William R. Facente, Acting Program Coordinator / Housing Officer 

DATE: Tuesday, May 03, 2022

RE: Bid #2022-389 Buckeye Brook Restoration

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Please accept this memorandum as request from the Office of Housing & Community Development to have Bid#2022-389 Buckeye Brook Restoration be included on the May 16, 2022 City Council Finance Committee's Agenda for award. The Office is requesting that the Warwick City Council award Bid #2022-389 Buckeye Brook Restoration to Cardi Corporation, of Warwick with a base bid amount of \$2,029,480.

The Office solicited bids on March 28, 2002 with a mandatory pre-bid meeting held on April 12, 2022 and a bid opening on April 26, 2022. Eight (8) individuals, representing six (6) bidding firms attended the 12 April pre-bid. Of the six (6) eligible (pre-bid attendance) firms, the City received three (3) responsive bids with base bid pricing ranging from a low of \$2,029,480 to \$2,369,100. As way of comparison, the Office previously solicited bids for this project in March 2020, with four (4) responsive firms submitting pricing ranging from \$1,243,200 to \$1,779,077. At the time the City did not have sufficient resources to award a contract and all bids were rejected for a lack of funds.

Since 2020, the City has been working with its consultant and various other stakeholders to identify ways to make this project viable. The Office attempted secure alternate disposal locations for the sediment and applied for numerous grants to cover the physical removal and disposal of the material. The Office working with RIDEM has recently secured a grant for \$1,000,000 and authority to reallocate \$194,500 in previously received grant funds to this project. In addition, The Office will be utilizing 2010 CDBG-DR funds to make up the difference.

The base bid required firms provide the transportation and disposal cost of the excavated material as clean material (uncontaminated). The City has not been allowed to pre-test the area of excavation but has received pricing from the bidding firms that includes a per unit cost for both contaminated and hazardous material transportation & disposal and a testing/sampling allowance has been included in the base bid. The City has calculated scenarios that include disposal of hazardous material and will utilize ARPA funds on a contingency basis.

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**OFFICE OF HOUSING & COMMUNITY DEVELOPMENT**  
**3275 POST ROAD • WARWICK, RI 02886 • 401-738-2009**

Although the City's consultant has recommended that, based on their analysis, SumCo Eco-Contracting, LLC be awarded the contract, SumCo was the highest of the three responsive firms with a base bid price of \$2,369,100, which is \$177,003 above the Office's available budget.

The Office respectfully requests the City Council Finance Committee to award Bid#2022-389 to Cardi Corporation of Warwick for a not to exceed amount of \$2,029,480. Budget Codes to be charged: 502-41-009-21001 & 60-442. Contract term is 1-year from award.



EA Engineering, Science, and Technology, Inc., PBC

301 Metro Center Blvd, Suite 102  
Warwick, RI 02886  
Telephone: 401-736-3440  
[www.eaest.com](http://www.eaest.com)

28 April 2022

To: Mr. William Facente  
Acting Program Director  
Office of Housing and Community Development  
3275 Post Rd  
Warwick, RI 02886

Subject: Buckeye Brook Restoration  
Recommendation for Construction Contract Award (Bid 2022-389)

Dear Mr. Facente,

As requested, EA Engineering, Science, and Technology, Inc, PBC (EA) is providing this recommendation for Construction Contract Award for the Buckeye Brook Project in Warwick, RI. The bid was advertised 28 March 2022 by the City of Warwick, and bids were received by the city on 26 April 2022.

#### Description of Scope of Work

The general scope of work associated with this recommendation includes implementation of the Buckeye Brook Restoration Project design as described in the 100% Drawing Set – Issued for Construction and Construction Specifications (EA 2022). The activities to be completed include: mobilization and demobilization; temporary erosion and sedimentation controls; site clearing and demolition; temporary flow diversions and water control, excavation, stockpiling transportation and disposal of *phragmites australis* and associated sediment and dewatering fraction, and site restoration.

#### Review of Bids

EA reviewed the three submitted bids received by the City of Warwick on 26 April 2022, provided by the following firms:

- 1) Cardi Corp  
400 Lincoln Ave  
Warwick, RI 02888
- 2) William Anthony Excavating, Inc.  
3666 Quaker Lane  
North Kingstown, RI 02852
- 3) SumCo Eco-Contracting, LLC.  
2 Centennial Drive – Suite 4D  
Peabody, MA 01960



A tabulated summary of the bid values is provided in the table below:

Bid Item	Cardi	William Anthony	SumCo
Mobilization/Demobilization	\$150,000	\$205,000	\$175,000
Excavation Shutdown	\$1,000	\$30,000	\$225,000
Temporary Erosion and Sedimentation Controls	\$180,000	\$345,000	\$60,000
Site Clearing	\$96,000	\$50,000	\$6,000
Herbicide Application	\$55,000	\$50,000	\$17,000
Control of Water	\$250,000	\$75,000	\$215,000
<i>Phragmites Australis</i> Excavation	\$480,000	\$395,000	\$605,000
Site Restoration	\$70,000	\$105,000	\$115,000
Allowances	\$30,000	\$30,000	\$30,000
Phragmites Australis Transportation and Disposal (Base Bid)	\$711,480	\$754,600	\$916,300
Frac Tank unit per week	\$6,000	\$60,000	\$4,800
<b>Base Bid Total</b>	<b>\$2,029,480</b>	<b>\$2,099,600</b>	<b>\$2,369,100</b>
<b>Unit Cost Line Items</b>			
Phragmites Excavation (unit price per ton)	\$25	\$65	\$112
Phragmites Australis Transportation and Disposal (unit per ton)	\$132	\$140	\$170
Alt-1 Phragmites Australis Transportation and Disposal (Contaminated) (unit price per ton)	\$250	\$350	\$160
Alt-1 Phragmites Australis Transportation and Disposal (Haz) (unit price per ton)	\$525	\$500	\$750

Required forms were included in the three submitted bids as reported by the City of Warwick. EA reviewed the qualifications of each bidder and offer the following observations:

- There is a large spread between bidders in some of the bid items, for items such as Excavation Shutdown, Temporary Erosion and Sedimentation Controls and Control of Water
- Cardi provided many examples of paving and bridge work experience but did not provide the required qualifications included in the Qualifications of Bidder Form: written descriptions of at least 3 and no more than 10 previous riverbank or wetland restoration projects, including diversion of river flows and associated control of water and similar dollar value.
- William Anthony provided many examples of general site and public utility work experience but did not provide the required qualifications included in the Qualifications of Bidder Form: written descriptions of at least 3 and no more than 10 previous riverbank or wetland restoration projects, including diversion of river flows and associated control of water and similar dollar value.
- SumCo provided five relevant project summaries describing the required experience.



Recommended Construction Contract Award

This project includes restoration in a sensitive wetland located on Airport Property and is under high public scrutiny. This project will require the use of specialty equipment and construction techniques to comply with permits, avoid property damage and negatively impacting wetlands at the site.

SumCo's bid was responsive and demonstrated their technical experience and capabilities based on previous wetland restoration projects and using low-ground pressure construction equipment required for working in sensitive and restrictive access areas, maintaining schedule, and compliance with permits.

Cardi Corp and William Anthony Excavating, LLC did not demonstrate they meet the minimum qualifications as defined in the Qualifications of Bidder Form.

Although the highest of the three bidders, EA recommends the following firm for award based on a determination that they were the only firm that demonstrated they were qualified to perform the work for this high-profile project:

SumCo Eco-Contracting, LLC.  
2 Centennial Drive – Suite 4D  
Peabody, MA 01960

Should there be any questions or concerns regarding this recommendation, please contact me at 401-287-0365, or by email at [aunt@eaest.com](mailto:aunt@eaest.com).

Sincerely,  
EA Engineering, Science, & Technology, Inc., PBC

A handwritten signature in cursive script, appearing to read 'Amy E. Hunt', is positioned above the printed name.

Amy E. Hunt, PE  
Project Manager

cc. Eric Hindinger, City of Warwick  
Contract File

References:

EA 2022. Buckeye Brook Restoration 100% Drawing Set – Issued for Construction and Construction Specifications. March.



**SECTION 56-6**

**Bid2022-416 Elite Rescue Software Maintenance**

Image Trend Inc.  
208555 Kensington Blvd.  
Lakeville, MN 55044

Contract Award: \$17,990.08

Contract Period: January 1, 2022 – December 31, 2022



CITY OF WARWICK  
DIVISION OF MANAGEMENT INFORMATION SERVICES  
3275 POST ROAD  
WARWICK, RHODE ISLAND 02886  
TEL 401-738-2017

FRANK PICOZZI  
MAYOR

Philip Carlucci  
MIS DIRECTOR

APR 22 2022

To: Patricia Peshka, Purchasing Agent  
From: Philip F. Carlucci – MIS Director *PFC*  
Date: Thursday, April 21, 2022  
Re: 56-6 – Exception to Bid – Image Trend

This is a request under City Ordinance 56-6, Exception to Bid, to award the Rescue Support Software maintenance and hosting to Image Trend as a sole source in the amount of \$17,990.08. The current contract expired on December 31, 2021. This request will cover January 1, 2022 through December 31, 2022. It is coming to Council late due to the company's continued practice of sending correspondence to invalid email addresses. We would still not have a proper invoice if it weren't for Chief Umbenhauer chasing after the company to correct the email address mistake and resend us the attached invoice.

This bid will insure the continued availability and maintenance of the Fire Departments Rescue Software platform.

Image Trend, Inc., 20855 Kensington Boulevard, Lakeville, MN 55044, is the current software provider for this application and as such, is the only available service provider to The City of Warwick.

This will be paid for out of Budget Code 25-334.

Cc: Peder Schaefer - Finance Director



# Invoice

**Remit To:**

ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044

Phone: 952-469-1589

Email: [invoices@imagnetrend.com](mailto:invoices@imagnetrend.com)

**Bill To:**

Warwick Fire Department  
Purchasing Department  
111 Veterans Memorial Drive  
Warwick RI 02886

Invoice Number 132719  
Invoice Date 1/4/2022  
Terms Net 30  
PO Number 2203041-00  
Order Number 13887  
Customer Number 1583

**Ship To:**

Warwick Fire Department  
Purchasing Department  
111 Veterans Memorial Drive  
Warwick RI 02886

Item Name	Description	Qty	Unit Price	Total
Elite Rescue Support	Annual Fee	1	\$115.93	\$115.93
Elite Rescue Field Site License Support	Auto-Post Support			
	Annual Fee	1	\$1,854.83	\$1,854.83
Elite Rescue Support	Annual Fee	1	\$4,637.10	\$4,637.10
Elite Rescue Hosting	Annual Fee	1	\$8,346.77	\$8,346.77
Elite Rescue CAD Integration Support	Annual Fee	1	\$1,528.39	\$1,528.39
Elite Rescue CAD Integration Hosting	Annual Fee	1	\$1,391.13	\$1,391.13
Elite Rescue Support	Annual Fee	1	\$115.93	\$115.93
	Auto-CAD Support			

Invoice Sub-Total \$17,990.08  
Taxes \$0.00  
Invoice Total \$17,990.08

Thank you for your business!

Please include customer number and invoice number on your payment.

# IMAGETREND®

September 18, 2020

Warwick Fire Department  
111 Veterans Memorial Drive  
Warwick, RI 02886

RE: ImageTrend Sole Source

To Whom It May Concern:

Thank you for your recent sole source inquiry. The ImageTrend Elite Rescue solution is solely developed, produced, distributed and supported by ImageTrend, Inc. This product is copyrighted and trademarked. ImageTrend's suite of solutions allows for native interoperability of the system's platform and provides seamless integration with the other ImageTrend modules such as ImageTrend's Visual Informatics EMS or Fire Cube.

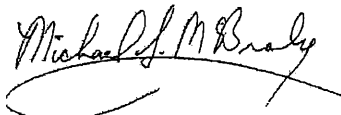
This solution from ImageTrend, Inc. is based upon the unique modules and basic architectural features of the data management systems that have been designed by ImageTrend for many applications. The experience and input from our current users have collaboratively helped us to develop a commercial-off-the-shelf (COTS) solution and best practices exclusively for the EMS market. ImageTrend was among the first companies to gain NEMSIS v3 compliance for State Systems certification in the market. ImageTrend has proven success working with 40 State EMS Departments.

ImageTrend is the only company to offer a fully integrated EMS/Fire solution compatible with NEMSIS v3/NFIRS that incorporates both mobile-device compatibility from the ground up, as well as the option to self-host the Elite EMS system database in their own hosted environment. The Elite Rescue solution is scalable within one system to handle millions of incidents with thousands of users annually. Its unique security concept and enterprise design allow for multiple tiered, secure usage and views by individual services, regional groups and state entities all within one system. The Elite solution offers drag and drop Form Template configuration available to manage system-wide, regionally or specific to agency's workflow, in addition, easy to create validation rules to meet state or agency documentation standards. The solution includes a proprietary Report Writer for usage and generation of standard and ad hoc reports by any level of system user within their reporting permission rights.

As the sole source vendor of this software, we distribute on a use license basis and maintain beneficiary escrow accounts. All data obtained and maintained within the application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore development, modification or implementation of ImageTrend Elite Rescue, Visual Informatics and, its modules and extensions can only be performed by ImageTrend, Inc.

Please feel free to contact us at 1-888-469-7789 if you need any further information.

Sincerely,



Michael J. McBrady  
President & CEO

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20855 Kensington Blvd., Lakeville, MN 55044  
Phone: (952) 469-1589 | Toll Free: (888) 469-7789 | Fax: (952) 985-5671  
[www.ImageTrend.com](http://www.ImageTrend.com)

CODE: 25-334 MIS/Software Maintenance

**SECTION 56-6**

**Bid2023-034 Emergency Services Software**

CrewSense LLC  
4890 West Kennedy Boulevard Suite 300  
Tampa, FL 33609

Contract Award: \$15,052.62

Contract Period: July 1, 2022 – June 30, 2023



CITY OF WARWICK  
DIVISION OF MANAGEMENT INFORMATION SERVICES  
3275 POST ROAD  
WARWICK, RHODE ISLAND 02886  
TEL 401-738-2017

FRANK PICOZZI  
MAYOR

Philip Carlucci  
MIS DIRECTOR

APR 20 2022

To: Patricia Peshka, Purchasing Agent  
From: Philip F. Carlucci – MIS Director *PPC*  
Date: Tuesday, April 19, 2022  
Re: 56-6 – Exception to Bid – CrewSense, LLC

This is a request under City Ordinance 56-6, Exception to Bid, to award the annual service contract for Emergency Service's workforce management software to CrewSense, LLC, which is now a part of Vector Solutions, as the sole provider of their Software as a Service (SaaS) product, Crew Sense Workforce Management, in the amount of \$15,052.62, which included the license, maintenance and training components listed below. The current contract expires on June 30, 2022.

This contract would run from July 1, 2022 through June 30, 2023. The cost breakdown for the software would be as follows:

Fire Department – 216 annual Licenses	@ \$ 67.65 (an) per user	\$14,612.40
Police Department – 5 annual Licenses	@ \$ 67.65 (an) per user	\$ 338.25
Local Phone Number	@ \$ 101.97 per year	\$ 101.97

This software allows the Fire Department to effectively and efficiently administer and track the management of their respective workforces in the areas of requested time off, scheduled time modifications, acceptance of detail assignments, roll call equipment availability, and Over-Time approval and tracking. The Police Department is has switched to an existing software product in their department, but needs to maintain a small number of licenses in order to be able to retrieve historic information.

CrewSense, LLC, 4890 West Kennedy Boulevard, Suite 300, Tampa, Florida 33609, is an industry leader in this highly specialized software niche, and provided the greatest amount of required functionality at the most cost effective price point.

This will be paid for out of Budget Code 25-334.

Cc: Peder Schaefer – Finance Director  
Colonel Connor, Chief of Police  
Chief McMichael, Fire Department Chief

## TargetSolutions Learning, LLC Agreement Schedule A

Date: Thursday, April 14, 2022

### Client Information

<b>Client Name:</b> City of Warwick Fire & Police	
<b>Address:</b> 99 Veterans Memorial Dr Warwick, RI 02886	
<b>Primary Contact Name:</b> Philip Carlucci	<b>Primary Contact Phone:</b> 401-921-9666

### Agreement Term

<b>Effective Date:</b> 07/01/2022	<b>Initial Term:</b> 12 months
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### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Jason Umbenhauer		
<b>Billing Address:</b> 99 Veterans Memorial Dr Warwick, Rhode Island 02886		<b>Billing Phone:</b> 4014684063  <b>Billing Email:</b> jason.umbenhauer@warwickri.com
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

### Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Fire	216	\$67.65	\$14,612.40
TSSCH	Vector Scheduling	Police	5	\$67.65	\$338.25
TSCRSECON D	Vector Scheduling – Secondary Phones	Local Phone Line - Crewsense	1	\$101.97	\$101.97

**Grand Total:                   \$15,052.62**

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

99 Veterans Memorial Dr  
Warwick, RI 02886



## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

#### 1. SERVICES. We shall provide the following Software as a Service ("Services"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

#### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

#### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

#### 5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the "Expiration Period"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

**5.2 Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

**5.3. Notice.** All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## **6. MUTUAL WARRANTIES AND DISCLAIMER.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

**6.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

**6.3. Disclaimer of Third-Party Content.** If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

**6.4** None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

**7.1.1.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

## 9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

## 10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

## SPECIAL TERMS AND CONDITIONS

### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

## SERVICE SPECIFIC TERMS AND CONDITIONS

### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "EHS Active Employee" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

#### **B. Vector WorkSafe Services and Vector LiveSafe Services**

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

#### **C. Vector Evaluations+ Services.**

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

#### **D. Vector CheckIT™.**

**Customer Obligations.** When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

#### **E. Vector LMS and Services which include access to the Shared Resource Feature.**

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

**F. Casino Services.**

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

City of Warwick Fire & Police  
99 Veterans Memorial Dr  
Warwick, RI 02886

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jackelin Maguire

Printed Name: Peder Schaefer

Title: Senior Renewal Manager - Team Lead

Title: Finance Director

Date: \_\_\_\_\_

Date: 04/20/2022

**SECTION 6-12**

Request permission to Increase PCR-134-21 (Sub A) from \$8,832.46 to \$11,532.46

**Bid2022-213 Replacement of Time Clock System**

Easy Workforce Software  
3141 Commerce Parkway  
Miramar, FL 33025

**LAST ACTION TAKEN**

**Award (56-6):** PCR-134-21 (Sub A) approved October 21, 2021 in the amount of \$8,832.46. Contract period October 21, 2021 through June 30, 2022.

Contract Increase Requested: \$2,700.00  
Current Contract Award: \$8,832.46

Contract Period Requested: No change in term  
Current Contract Period: October 21, 2021 – June 30, 2022



MAY 03 2022



CITY OF WARWICK  
DIVISION OF MANAGEMENT INFORMATION SERVICES  
3275 POST ROAD  
WARWICK, RHODE ISLAND 02886  
TEL 401-738-2017

FRANK PICOZZI  
MAYOR

Philip Carlucci  
MIS DIRECTOR

To: Patricia Peshka, Purchasing Agent  
From: Philip F. Carlucci – MIS Director *PFC*  
Date: Friday, April 29, 2022  
Re: 6-12 Request to Increase BID 2022-213 Easy Workforce Time and Attendance

This is a request under section 6-12 to increase Bid 2022-213 by \$2,700 bringing the total spending authority of the Bid to \$11,532.46. This increase will cover the licensing costs for the remainder of DPW employees, including Water as well as Parks & Recreation for the remainder of our current term; 09/01/2022. To date the system has been deployed at the Warwick Sewer Authority and DPW Sanitation Department. We will be rolling it out to DPW Highway, Garage, and Maintenance within the next several weeks.

This expansion was originally planned for 2023, but the manual clocks currently in use have begun to fail and repairs would be ill spent for such a short-term expected useful life.

The budget code to cover these expenditures will be 25-340.

Cc: Peder Schafer - Finance Director

**Bill To****City of Warwick**

Philip Carlucci

3275 Post Road.

Warwick, RI 02886

United States

philip.f.carlucci@warwickri.com

401-921-9666

Quote No: **04282022-6629**

Created: 04/28/2022

Sales rep: Mark Alcivar

Email: ma@easyclocking.com

Phone: 786-345-3989

Item	Name / Description	Qty	List price	Price	Total
EWTA-TO-AS	<b>Human Resources (5 months of services Fee)</b> License for up to 120 EasyWorkforce Software EasyClocking EasyTimeOff EasyScheduling Includes technical support and updates	5	\$600.00	\$540.00	\$2700.00

Subtotal	\$3000.00
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**Terms & Conditions**30 days money back guaranteed. For full return policy  
information visit [return policy](#)

Discount	\$300.00
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<b>Total</b>	<b>\$2700.00</b>
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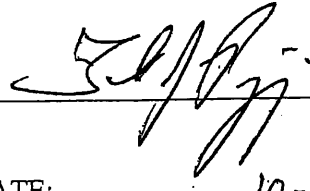
**COPY**

CITY OF WARWICK  
STATE OF RHODE ISLAND  
RESOLUTION OF THE CITY COUNCIL

10/18/2021

MEETING DATE: \_\_\_\_\_

NO: \_\_\_\_\_ R-21-127 \_\_\_\_\_

APPROVED:  \_\_\_\_\_ MAYOR

DATE: \_\_\_\_\_ 10-21-21 \_\_\_\_\_

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 017	Purchase Ford Police Interceptor Utility Vehicles	<b>MHQ, Inc</b> 401 Elm St. Marlboro, MA 01752	\$664,410.88		1	
2022 - 062	Fire Apparatus – 1500 GPM Pumper	<b>Greenwood Emergency Vehicles</b> 530 John Dietsch Blvd. North Attleboro, MA 02763	\$498,837.00		2	6 - 12
2022 - 164	Original Equipment Manufacturers' Parts for Various Police Vehicles	<b>Tasca Auto Group</b> 1300 Pontiac Avenue Cranston, RI 02920	\$85,000.00	11/18/21 - 11/17/22		

Continued next page

PCR-134-21

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 363	Repairs to Compressor Equipment Thayer/Warburton	<i>Environmental Systems, Inc.</i> 6 Howard Ireland Drive Attleboro, MA 02703	\$60,000.00		3	6 - 12
2021 - 169	Structural Firefighting Coats and Pants	<i>Fire Tech &amp; Safety of New England Inc.</i> 100 Business Park Drive Tyngsborough, MA 01879	\$59,000.00		4	6 - 12
2021 - 093	Maintenance Contract for Xerox Multifunctional Copiers and HP LaserJet Printers	<i>A-1 Copier Sales, Service, &amp; Supply Inc.</i> 76 East Street Pawtucket, RI 02860	\$10,000.00	10/1/21 - 9/30/22	5	6 - 12
2022 - 213	Replacement of Time Clock System	<i>Easy Workforce Software</i> 3141 Commerce Parkway Miramar, FL 33025	\$8,832.46	Date of award - 6/30/22		56 - 6
2022 - 182	Police Breast-Hat Badges, Insignias, Name Plates & Mourning Bands	<i>Central Equipment, LLC</i> PO Box 781 34 Barstow Street Mattapoisett, MA 02739	\$10,000.00	1/12/22 - 1/11/23		
2022 - 204	Livescan Machine Maintenance	<i>Thales DIS USA, Inc.</i> 2964 Bradley Street Pasadena, CA 91107	\$2,850.00	2/1/22 - 1/31/23		56 - 6

Continued next page

**COPY**

PCR-134-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 156	Firefighting Tools & Equipment	<i>Fire Tech and Safety</i> 100 Business Park Drive Tyngsborough, MA 01879 <i>TechnicalRescue.com Inc.</i> 4973 SW 105 <sup>th</sup> Way Cooper City, FL 33328 <i>MES/Shipman's Fire Equipment Co, Inc.</i> 172 Cross Road Waterford, CT 06385 <i>Warwick Industrial Fasteners</i> 50 Pennsylvania Avenue Warwick, RI 02888	\$40,000.00	One year from date of award		
2022 - 146	Dive Equipment & Repair	<i>Giant Stride Dive Shop</i> 1935 Warwick Avenue Warwick, RI 02889	\$20,000.00	Two years from date of award		
2021 - 208	Professional Landscape Architectural Services Apponaug Recreation Complex & Clegg Field	<i>BETA GROUP, Inc.</i> 701 George Washington Highway Lincoln, RI 02865	No monies requested	2/4/22 - 2/3/23	6	6 - 12
2022 - 212	Repairs to RS59 & RS63	<i>Ballard Mack</i> 280 Scituate Ave. Johnston, RI 02919	\$9,317.00			56 - 6

Continued next page

PCR-134-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 364	Engineering Services for Lincoln Ave Transmission Main Phase 1	<i>Stantec Consulting Services, Inc.</i> 65 Network Drive 2 <sup>nd</sup> Floor Burlington, MA 01803	\$30,000.00		7	.6 - 12
2022 - 171	Five Year Rate Study	<i>Pioneer Consulting Group, Inc.</i> PO Box 73 Harwich Port, MA 02646	\$17,500.00			
2022 - 159	Design, Print, and Mail Consumer Confidence Report	<i>Graphic Image, Inc.</i> 561 Boston Post Road Milford, CT 06460	\$10,859.00		8	

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. **BE IT FURTHER RESOLVED, THAT** this Resolution is an affirmative action of the City Council of the City toward the execution and delivery of the Lease Purchase Financing Documents in accordance with the purposes of the laws of the State. This Resolution constitutes the City's declaration of official intent, pursuant to Treasury Regulation 1.150(2), to reimburse the City for certain expenditures paid on or after the date of which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease Purchase Financing Documents. Such amounts to be reimbursed shall not exceed \$664,410.88 and shall be reimbursed not later than eighteen (18) months after (a) the date on which the expenditure is paid or (b) the date the property is placed in service or abandoned, but in no event later than three (3) years after the date the expenditure is paid.
2. Request permission to increase PCR-101-21 (Sub A) from \$498,837.00 to \$997,674.00. **BE IT FURTHER RESOLVED, THAT** this Resolution is an affirmative action of the City Council of the City toward the execution and delivery of the Lease Purchase Financing Documents in accordance with the purposes of the laws of the State. This Resolution constitutes the City's declaration of official intent, pursuant to Treasury Regulation 1.150(2), to reimburse the City for certain expenditures paid on or after the date of which is sixty (60) days prior to the date of this Resolution, but prior to the execution and delivery of the Lease Purchase Financing Documents. Such amounts to be reimbursed shall not exceed \$498,837.00 and shall be reimbursed not later than eighteen (18) months after (a) the date on which the expenditure is paid or (b) the date the

property is placed in service or abandoned, but in no event later than three (3) years after the date the expenditure is paid.

3. Request permission to increase PCR-74-21 (Sub A) from \$150,000.00 to \$210,000.00
4. Request permission to increase PCR-104-20 (Sub A) from \$85,000.00 to \$144,000.00.
5. Request permission to increase PCR-74-21 (Sub A) from \$20,000.00 to \$30,000.00 and extend from October 1, 2021 – September 30, 2022
6. Request permission to extend PCR-2-21 from February 4, 2022 – February 3, 2023
7. Request permission to increase PCR-74-21 (Sub A) from \$149,300.00 to \$179,300.00.
8. Total award is \$10,859.00. \$3,859.00 to vendor and \$7,000.00 for postage.

**COPY**

**Actions Taken:**

**Bid2022-165 Various Replacement Automotive Parts for Police Department**

**PCR-135-21  
Held 11/1/21**

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**SECTION 56-6**

**Bid 2022-213 Replacement of Time Clock System**

Easy Workforce Software  
3141 Commerce Parkway  
Miramar, FL 33025

Contract Award: \$8,832.46

Contract Period: Date of award through June 30, 2022



SEP 30 2021



CITY OF WARWICK  
DIVISION OF MANAGEMENT INFORMATION SERVICES  
3275 POST ROAD  
WARWICK, RHODE ISLAND 02886  
TEL 401-738-2017

FRANK PICOZZI  
MAYOR

Philip Carlucci  
MIS DIRECTOR

**COPY**

To: Patricia Peshka, Purchasing Agent  
From: Philip F. Carlucci – MIS Director *PFC*  
Date: Friday, September 24, 2021  
Re: 56-6 – Easy Workforce Software for DPW

This is a request under City Ordinance 56-6 to award Easy Workforce Software the contract to replace the existing time clocks at Public Works. The majority of time clocks currently in use in the various DPW departments have become inoperable and all are based on physical cards. The Easy Workforce system, currently in use at WSA, has proven to be a boon to efficiency; allowing for electronic data transfer to the Payroll system and eliminating the need for time sheets to be manually filled out and re-keyed numerous times throughout the process. It is our intention to implement the same process throughout the entire Public Works Department. By expanding on the existing WSA system, we have a cost avoidance of over \$4,000 by including DPW in the fixed set-up and training costs associated with the WSA upgrade.

The cost to upgrade our existing Easy Workforce system to accommodate DPW is \$8,832.46 and will be paid out of budget code 25-360. This cost is broken out in the attached quote and contains a one-time cost component of \$2,644.96 and an annual recurring component of \$6,187.50.

Easy Workforce Software, 3141 Commerce Pkwy Miramar FL 33025, is the sole source for the upgrade to the current WSA system. This request will run through June 30, 2022.

Cc: Peder Schaefer - Finance Director

**Bill To**

City of Warwick R.I.

Phil Carlucci

3275 Post Rd

Warwick, RI 02886

United States

philip.f.carlucci@warwickri.com

(401) 921-9666

 Quote No: **09/24/2021-1**

Created: 07/27/2021

Sales rep: Mark Alcivar

Email: ma@easyclocking.com

Phone: 786-345-3989

Item	Name / Description	Qty	Price	Total
EWTA	<b>Time and Attendance 2.0 (11 months of services)</b> License for up to 125 employees EasyWorkforce / EasyTimeOff Includes technical support and updates	11	\$312.50	\$3437.50
EWTO	<b>Time Off (11 months of services)</b> License for up to 125 employees EasyWorkforce / EasyTimeOff Includes technical support and updates	11	\$125.00	\$1375.00
EWCP	<b>PTO / CompTime Module (11 months of services)</b> License for up to 125 employees Advanced Paid Time off management with CompTime Includes technical support and updates	11	\$125.00	\$1375.00
XENIO-EW50WHP	<b>Smart HID Proximity Card Time Clock (One Time Fee)</b> Designed for HID RFID Prox cards White Color / 5.0 Inch Screen / WiFi Ready / POE Enabled Includes one year warranty (Extended warranty available)	4	\$649.99	\$2599.96

Subtotal \$8787.46

Shipping \$45.00

**Total \$8,832.46**
**Terms & Conditions**

 30 days money back guaranteed. For full return policy  
 information visit [return policy](#)

## Bid2023-022 Janitorial & Cleaning Supplies for the Fire Department

- 8 Bids Received

CODE: 35-331 Fire Department/Custodial Supplies

MANNER OF AWARD: \$18,000.00  
July 1, 2022 – June 30, 2023

RECOMMEND: Banner Systems, Inc.  
Likarr, Inc.  
Acquity Specialty Products, Inc d/b/a Zep Sales & Service

---

Central Poly-Bag Corp.	2400 Bedle Place	Linden, NJ 07036
Pyramid School Products	6510 N 54th Street	Tampa, FL 33610-1908
Likarr, Inc.	6 Perry Drive	Foxboro, MA 02035
Fordion Packaging, Ltd.	637 Wyckoff Ave., Suite #335	Wyckoff, NJ 07481
HCI Cleaning Products, LLC	PO Box 1145	Westford, MA, 01886
Malor & Company, Inc	667 Madison Ave., 5 <sup>th</sup> Floor	New York, NY 10065
Acquity Specialty Products, Inc d/b/a Zep Sales & Service	3330 Cumberland Blvd., Suite 700	Atlanta, GA 30339
Banner Systems, Inc.	135 Elliot Street	Brockton, MA 02302

### Pricing as follows

Bid2023-022 Janitorial Cleaning Supplies for Fire Dept.  
BID RESULTS

Pyamid School Products									
Central Poly-Bag									
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
1	Ammonia, clear liquid, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Bleach, regular liquid, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	Degreaser, heavy duty, all purpose, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Germicidal wipes, Clorox healthcare, 70 wipes per canister	No Bid	No Bid	No Bid	No Bid	clorox	clo35309	70/can 6 cans/cs	\$11.84
5	Disinfectant Bathroom Cleaner, Non-Acid, 32oz bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Glass cleaner, non-ammoniated, 32 oz. bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
7	Surface disinfectant, RTU Sanitizing Spray, 32 oz. bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
8	Hand cleaner, refill, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
9	Deodorant bar soap, individually wrapped, 1.5 oz. bar	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
10	Automatic dishwasher powder, 75 oz. box	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
11	Manual pot and pan detergent, liquid, 38 oz. bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	Laundry detergent, dry powder 18 lb. pail	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

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Bid2023-022 Janitorial Cleaning Supplies for Fire Dept.  
BID RESULTS

Item #	Description	Central Poly-Bag			Pyramid School Products				
		Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
26	Can liners, 16 gallon, black, 1.0 mil, 24"x 32"	Central Poly #CP2432K1	CP2432K1	500/cs	\$34.00	No Bid	No Bid	No Bid	No Bid
27	Floor squeegee, curved, 36" blade	No Bid	No Bid	No Bid	No Bid	ABCO	BH14005	each	\$15.99
28	Indoor push broom head, 36", with 3" polypropylene bristles	No Bid	No Bid	No Bid	No Bid	ABCO	BH11006	each	\$17.99
29	Metal dustpan, 12" wide with 2" handle	No Bid	No Bid	No Bid	No Bid	Impact	4212	each	\$6.99
30	Counter brush, 8" long, Tampico bristles	No Bid	No Bid	No Bid	No Bid	ABCO	00101	each	\$4.99
31	Cone Bowl Mop, 10" handle, 2" diameter	No Bid	No Bid	No Bid	No Bid	Tolco	280105	each	\$1.79
32	Vehicle brush, 10" wide, with 2.5" polystyrene bristles, bumper	No Bid	No Bid	No Bid	No Bid	Magnolia	3032	each	\$12.99
33	Utility brush, 20" long, polypropylene bristles	No Bid	No Bid	No Bid	No Bid	Better Brush	200220	each	\$4.99
34	Wooden broom handle, 60" long with metal threaded tip	No Bid	No Bid	No Bid	No Bid	ABCO	01104	each	\$2.99
35	Wooden wet mop handle, 60" long, metal screw clamp head	No Bid	No Bid	No Bid	No Bid	ABCO	01204NB	each	\$5.29
36	Wet mop head, cotton looped end, 32 oz. with 5" headband	No Bid	No Bid	No Bid	No Bid	ABCO	CLM303XLWB	each	\$5.25
37	Mop bucket and side press wringer combo, yellow, 35 quarts	No Bid	No Bid	No Bid	No Bid	ABCO	T010095PW	each	\$64.99

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BID RESULTS

	Central Poly-Bag				Pyamld School Products				
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
38	Spray bottle, plastic, empty 32 oz., standard 28/400 opening	No Bid	No Bid	No Bid	No Bid	Impact	5032WG	each	\$0.79
39	Trigger sprayer with 9.75" dip tube, fits 28/400 openings	No Bid	No Bid	No Bid	No Bid	Impact	4902	each	\$0.78
40	Waste basket, 28 qt., soft sided, black	No Bid	No Bid	No Bid	No Bid	Continental	2818BK	each	\$4.89
41	Paper towel dispenser, 10" enMotion, automated touchless	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
42	Truck and Trailer Wash, Zep Professional, 5 gallon pail	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
43	Purell TFX Gel Instant Hand Sanitizer Gel, 1200 mL refill	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
44	Purell TFX Touch Free Dispenser, 1200 mL	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
45	Purell Instant Hand Sanitizer Gel, 8 oz. bottle	No Bid	No Bid	No Bid	No Bid	Deremagel	5025.440-03	each	\$2.98

BID RESULTS

		Likarr, Inc				Fordion Packaging Ltd			
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
1	Ammonia, clear liquid, 1 gallon bottle	Austin	Clear Ammonia	2/cs	\$52.48	No Bid	No Bid	No Bid	No Bid
2	Bleach, regular liquid, 1 gallon bottle	KIK	Bleach6	6/cs	\$31.00	No Bid	No Bid	No Bid	No Bid
3	Degreaser, heavy duty, all purpose, 1 gallon bottle	Betco Super Kemite	1030410	4/cs	\$58.00	No Bid	No Bid	No Bid	No Bid
4	Germicidal wipes, Clorox healthcare, 70 wipes per canister	Dreumex	69080	80/canister 6/cs	\$32.00	No Bid	No Bid	No Bid	No Bid
5	Disinfectant Bathroom Cleaner, Non-Acid, 32oz bottle	Betco Rest Stop	07012	12/cs	\$36.00	No Bid	No Bid	No Bid	No Bid
6	Glass cleaner, non-ammoniated, 32 oz. bottle	Quest	213000023	19 oz 12/cs	\$64.00	No Bid	No Bid	No Bid	No Bid
7	Surface disinfectant, RTU Sanitizing Spray, 32 oz. bottle	Betco GI Fight Bac	39012	12/cs	\$54.99	No Bid	No Bid	No Bid	No Bid
8	Hand cleaner, refill, 1 gallon bottle	Betco Pearlized	71904	4/cs	\$42.00	No Bid	No Bid	No Bid	No Bid
9	Deodorant bar soap, individually wrapped, 1.5 oz. bar	P&G Ivory	12364	3.1oz 72/cs	\$46.00	No Bid	No Bid	No Bid	No Bid
10	Automatic dishwasher powder, 75 oz. box	P&G Cascade	59535	7/cs	\$98.00	No Bid	No Bid	No Bid	No Bid
11	Manual pot and pan detergent, liquid, 38 oz. bottle	Betco In-Sync	1851B9	8/cs	\$54.00	No Bid	No Bid	No Bid	No Bid
12	Laundry detergent, dry powder 18 lb. pail	Savi	PLH25	25lb pail	\$42.00	No Bid	No Bid	No Bid	No Bid

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Bid2023-022 Janitorial Cleaning Supplies for Fire Dept.  
BID RESULTS

Item #	Description	Likarr, Inc			Fordion Packaging Ltd			
		Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity
13	Floor stripper, no-rinse, 5 gallon pail	Betco Ax-It	1540511	5g pail	\$96.00	No Bid	No Bid	No Bid
14	Floor finish, extended performance, 5 gallon pail	Betco Glare	60505-11	5g pail	\$83.00	No Bid	No Bid	No Bid
15	Neutral floor cleaner, 1 gallon bottle	Betco PH7	1380410	4/cs	\$44.00	No Bid	No Bid	No Bid
16	Acrylic floor wax maintainer, 1 gallon bottle	Betco Easy Task	6080400	4/cs	\$93.07	No Bid	No Bid	No Bid
17	High speed floor polishing pad, 20" white	Americo White Polish	401220	5/cs	\$22.00	No Bid	No Bid	No Bid
18	High speed floor buffing pad, 20" red	Americo HS Image Beige	401520	5/cs	\$22.00	No Bid	No Bid	No Bid
19	High speed floor stripping pad, 20" black	Americo HP Blk Strip	400520	5/cs	\$28.00	No Bid	No Bid	No Bid
20	Paper towel, 10"x 800' roll, white, for enMotion dispenser	Nittany	61000EW	6/cs	\$43.55	No Bid	No Bid	No Bid
21	Toilet Paper, premium embossed, 2-ply, 450 sheets/roll	Atlas	275	96R	\$54.00	No Bid	No Bid	No Bid
22	Facial tissue, 2-ply, 100 sheets/box	Nittany Elite	30100EX	30/cs	\$32.00	No Bid	No Bid	No Bid
23	Scrubbing sponges, 3.6"x6.1" 0.75" thick, individually wrapped	Americo	510114	60/cs	\$28.00	No Bid	No Bid	No Bid
24	Scouring pads, medium duty, 6"x9"	Nexstep	96146-M	40/cs	\$47.57	No Bid	No Bid	No Bid
25	Can liners, 55 gallon, black, 1.5 mil, 43"x 47"	XL Plastics	400020	100/cs	\$27.00	Fordion	FB4347B	50 case minimum
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Bid2023-022 Janitorial Cleaning Supplies for Fire Dept.  
BID RESULTS

Item #	Description	Likarr, Inc			Fordion Packaging Ltd			
		Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity
26	Can liners, 16 gallon, black, 1.0 mil, 24"x 32"	XL Plastics	400007	500/cs	\$34.29	Fordion	FB2432B	40 case minimum
27	Floor squeegee, curved, 36" blade	Unger	FP90C	Each	\$44.00	No Bid	No Bid	No Bid
28	Indoor push broom head, 36", with 3" polypropylene bristles	Nexstep	270784	Each	\$22.00	No Bid	No Bid	No Bid
29	Metal dustpan, 12" wide with 2" handle	Nexstep	96208	Each	\$14.00	No Bid	No Bid	No Bid
30	Counter brush, 8" long, Tampico bristles	Carlisle	362196903	Each	\$7.00	No Bid	No Bid	No Bid
31	Cone Bowl Mop, 10" handle, 2" diameter	Nexstep	96304	Each	\$2.00	No Bid	No Bid	No Bid
32	Vehicle brush, 10" wide, with 2.5" polystyrene bristles, bumper	Nexstep	96066	Each	\$8.00	No Bid	No Bid	No Bid
33	Utility brush, 20" long, polypropylene bristles	Nexstep	96604	Each	\$4.00	No Bid	No Bid	No Bid
34	Wooden broom handle, 60" long with metal threaded tip	Nexstep	97064	Each	\$4.00	No Bid	No Bid	No Bid
35	Wooden wet mop handle, 60" long, metal screw clamp head	Nexstep Gripper	6508	Each	\$9.00	No Bid	No Bid	No Bid
36	Wet mop head, cotton looped end, 32 oz. with 5" headband	Nexstep	97293-PCB	Each	\$9.00	No Bid	No Bid	No Bid
37	Mop bucket and side press wringer combo, yellow, 35 quarts	Nexstep	96975	Each	\$124.00	No Bid	No Bid	No Bid

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Bid2023-022 Janitorial Cleaning Supplies for Fire Dept.  
BID RESULTS

Likarr, Inc			Fordion Packaging Ltd			
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	
38	Spray bottle, plastic, empty 32 oz., standard 28/400 opening	Nexstep	93161-84	Each	\$1.50	No Bid
39	Trigger sprayer with 9.75" dip tube, fits 28/400 openings	Nexstep	93141	Each	\$1.40	No Bid
40	Waste basket, 28 qt., soft sided, black	Nexstep	6610	Each	\$8.00	No Bid
41	Paper towel dispenser, 10" enMotion, automated touchless	Georgia Pacific	89420	Each	\$96.00	No Bid
42	Truck and Trailer Wash, Zep Professional, 5 gallon pail	Betco	5010500	5g pail	\$82.00	No Bid
43	Purell TFX Gel Instant Hand Sanitizer Gel, 1200 mL refill	GOJO TFX	5456-04	4/cs	\$122.00	No Bid
44	Purell TFX Touch Free Dispenser, 1200 mL	GOJO TFX 1200ml	2720	Each	\$31.45	No Bid
45	Purell Instant Hand Sanitizer Gel, 8 oz. bottle	Gojo	9652-12	12/cs	\$69.00	No Bid

BID RESULTS

HCI Cleaning Products LLC (See Note 1)					Malor & Company				
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
1	Ammonia, clear liquid, 1 gallon bottle	Force of Nature Pro (Note 1)	FON-KIT-PRO	1 kit 1 box caps(25ct)	\$160/kit \$43.75/box	No Bid	No Bid	No Bid	No Bid
2	Bleach, regular liquid, 1 gallon bottle	Force of Nature Pro (Note 1)	FON-KIT-PRO	1 kit 1 box caps(25ct)	\$160/kit \$43.75/box	Uline Clean It Ecm3	FF313FF1	1	\$2.11
3	Degreaser, heavy duty, all purpose, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Germicidal wipes, Clorox healthcare, 70 wipes per canister	No Bid	No Bid	No Bid	No Bid	Uline Clean It Ecm3	FF3131	70	\$4.99
5	Disinfectant Bathroom Cleaner, Non-Acid, 32oz bottle	Force of Nature Pro (Note 1)	FON-SPRYBOTPRO-001	1	\$7.00	No Bid	No Bid	No Bid	No Bid
6	Glass cleaner, non-ammoniated, 32 oz. bottle	Force of Nature Pro (Note 1)	FON-SPRYBOTPRO-001	1	\$7.00	No Bid	No Bid	No Bid	No Bid
7	Surface disinfectant, RTU Sanitizing Spray, 32 oz. bottle	Force of Nature Pro (Note 1)	FON-SPRYBOTPRO-001	1	\$7.00	No Bid	No Bid	No Bid	No Bid
8	Hand cleaner, refill, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	Uline Clean It Ecm3	FF3131	1	\$19.89
9	Deodorant bar soap, individually wrapped, 1.5 oz. bar	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
10	Automatic dishwasher powder, 75 oz. box	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
11	Manual pot and pan detergent, liquid, 38 oz. bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	Laundry detergent, dry powder 18 lb. pail	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

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		HCI Cleaning Products LLC				Malor & Company			
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
26	Can liners, 16 gallon, black, 1.0 mil, 24"x 32"	No Bid	No Bid	No Bid	No Bid	Uline Clean It Ecm3	F313FF1	1 cs	\$35.22
27	Floor squeegee, curved, 36" blade	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
28	Indoor push broom head, 36", with 3" polypropylene bristles	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
29	Metal dustpan, 12" wide with 2" handle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
30	Counter brush, 8" long, Tampico bristles	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
31	Cone Bowl Mop, 10" handle, 2" diameter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
32	Vehicle brush, 10" wide, with 2.5" polystyrene bristles, bumper	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
33	Utility brush, 20" long, polypropylene bristles	No Bid	No Bid	No Bid	No Bid	Uline Clean It Ecm3	FF3131	12/cs	\$11.21
34	Wooden broom handle, 60" long with metal threaded tip	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
35	Wooden wet mop handle, 60" long, metal screw clamp head	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
36	Wet mop head, cotton looped end, 32 oz. with 5" headband	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
37	Mop bucket and side press wringer combo, yellow, 35 quarts	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

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BID RESULTS

			Acuity Specialty (See Note 2)			Banner Systems			
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
1	Ammonia, clear liquid, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	Bleach, regular liquid, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3	Degreaser, heavy duty, all-purpose, 1 gallon bottle	No Bid	No Bid	No Bid	No Bid	Spartan BH-38	203804	Gallon	\$11.54
4	Germicidal wipes, Clorox healthcare, 70 wipes per canister	Zep Sirit II Disinfectant	650880	6 canisters 80 wipes/can	\$30.00	Purell wipes 110/can, 6/cs	9342-06	Case	\$75.91
5	Disinfectant Bathroom Cleaner, Non-Acid, 32oz bottle	Zep Bowl Shine NABC (Note 2)	120401	12 @ 32oz	\$48.00	Spartan NABC	711603	Case	\$33.25
6	Glass cleaner, non-ammoniated, 32 oz. bottle	No Bid	No Bid	No Bid	No Bid	Spartan Bio Glass Cleaner	323903	Case	\$37.97
7	Surface disinfectant, RTU Sanitizing Spray, 32 oz. bottle	Zep Aviation Cleaner Disinfectant	H02501	12 @ 32oz	\$48.00	Spartan Sani-Tyze	319503	Case	\$39.25
8	Hand cleaner, refill, 1 gallon bottle	Zep Acclaim AB Hand Soap	314925	4 x gallon	\$48.00	No Bid	No Bid	No Bid	No Bid
9	Deodorant bar soap, individually wrapped, 1.5 oz. bar	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
10	Automatic dishwasher powder, 75 oz. box	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
11	Manual pot and pan detergent, liquid, 38 oz. bottle	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	Laundry detergent, dry powder 18 lb. pail	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

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BID RESULTS

Item #	Description	Acuity Specialty			Banner Systems			
		Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity
13	Floor stripper, no-rinse, 5 gallon pail	Zep Stripease	107135	5 gallon pail	\$68.00	Spartan	6505	Pail
14	Floor finish, extended performance, 5 gallon pail	Zep Focus	81235	5 gallon pail	\$74.00	Spartan Sunny Side	404505	Pail
15	Neutral floor cleaner, 1 gallon bottle	pH Perfect - neutral floor cleaner	72924	4 x 1 gallon	\$36.00	Spartan Tribase	383004	Gallon
16	Acrylic floor wax maintainer, 1 gallon bottle	Zep Burnish Boost	204524	4 x 1 gallon	\$64.00	No Bid	No Bid	No Bid
17	High speed floor polishing pad, 20" white	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
18	High speed floor buffing pad, 20" red	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
19	High speed floor stripping pad, 20" black	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
20	Paper towel, 10"x 800' roll, white, for enMotion dispenser	No Bid	No Bid	No Bid	No Bid	Nittany 10"x800"	NP680010EWP	6/cs
21	Toilet Paper, premium embossed, 2-ply, 450 sheets/roll	No Bid	No Bid	No Bid	No Bid	Solaris 500 sheets	21724	96/cs
22	Facial tissue, 2-ply, 100 sheets/box	No Bid	No Bid	No Bid	No Bid	Solaris	11513	30/cs
23	Scrubbing sponges, 3.6"x6.1", 0.75" thick, individually wrapped	No Bid	No Bid	No Bid	No Bid	Janico	3020	40/cs
24	Scouring pads, medium duty, 6"x9"	No Bid	No Bid	No Bid	No Bid	Janico Scouring Pad	3096	60/cs
25	Can liners, 55 gallon, black, 1.5 mil, 43"x 47"	No Bid	No Bid	No Bid	No Bid	LRBK	4347XH	100/CS
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BID RESULTS

		Acuity Specialty				Banner Systems			
Item #	Description	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price
26	Can liners, 16 gallon, black, 1.0 mil, 24"x 32"	No Bid	No Bid	No Bid	No Bid	LRBK	2432	500/cs	\$36.30
27	Floor squeegee, curved, 36" blade	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
28	Indoor push broom head, 36", with 3" polypropylene bristles	No Bid	No Bid	No Bid	No Bid	Janico Broom	4036	Each	\$24.36
29	Metal dustpan, 12" wide with 2" handle	No Bid	No Bid	No Bid	No Bid	Janico	1092	Each	\$7.43
30	Counter brush, 8" long, Tampico bristles	No Bid	No Bid	No Bid	No Bid	Janico 13"	4005	Each	\$5.98
31	Cone Bowl Mop, 10" handle, 2" diameter	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
32	Vehicle brush, 10" wide, with 2.5" polystyrene bristles, hummer	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
33	Utility brush, 20" long, polypropylene bristles	No Bid	No Bid	No Bid	No Bid	Janico	4007	Each	\$9.50
34	Wooden broom handle, 60" long with metal threaded tip	No Bid	No Bid	No Bid	No Bid	Janico	4160	Each	\$3.87
35	Wooden wet mop handle, 60" long, metal screw clamp head	No Bid	No Bid	No Bid	No Bid	Janico	3306	Each	\$11.18
36	Wet mop head, cotton looped end, 32 oz. with 5" headband	No Bid	No Bid	No Bid	No Bid	Janico	3342	Each	\$9.67
37	Mop bucket and side press wringer combo, yellow, 3.5 quarts	No Bid	No Bid	No Bid	No Bid	Janico	1010	Each	\$101.50

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BID RESULTS

Item #	Description	Acuity Specialty			Banner Systems			
		Manufacturer Name/Model	Vendor Item #	Unit Quantity	Price	Manufacturer Name/Model	Vendor Item #	Unit Quantity
38	Spray bottle, plastic, empty 32 oz., standard 28/400 opening	Zep Yellow and Blue Pro Sprayer and Bottle combination	733201	Each	\$2.95 includes bottle and sprayhead	Janico	1132	Each
39	Trigger sprayer with 9.75" dip tube, fits 28/400 openings	See Above	See Above	See Above	See Above	Janico	1003RW	Each
40	Waste basket, 28 qt., soft sided, black	No Bid	No Bid	No Bid	No Bid	Janico	1025BK	Each
41	Paper towel dispenser, 10" enMotion, automated touchless	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
42	Truck and Trailer Wash, Zep Professional, 5 gallon pail	Zep TNT	37635	5 gallon pail	\$49.89	No Bid	No Bid	No Bid
43	Purell TFX Gel Instant Hand Sanitizer Gel, 1200 mL refill	Zep Instant Hand Sanitizer	124616	4/1200ml bottles	\$42.00	No Bid	No Bid	No Bid
44	Purell TFX Touch Free Dispenser, 1200 mL	Zep Fuzion Touchfree Dispenser	S93301	Each	\$48.00	No Bid	No Bid	No Bid
45	Purell Instant Hand Sanitizer Gel, 8 oz. bottle	Zep Instant Hand Sanitizer	355808	12 @ 8oz pump bottles	\$25.20	No Bid	No Bid	No Bid

**Notes:**

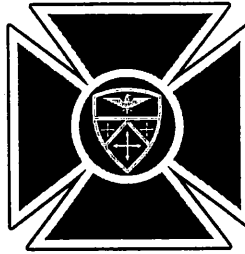
1) Vendor: HCL Cleaning Products LLC; ITEMS# 1,2,5,6,7: Force of Nature Pro Kit Contains (\$160.00) - 32/64 oz Commercial-Sized Electrolyzer Appliance, 10 ml Activator Capsules (10ct), 32 oz Spray/Storage Bottles (3ct); *Also available* - 10 ml Activator Capsules (25 ct/\$43.75), 32 oz Spray/Storage bottle (1ct/\$7.00); ITEMS # 1,2,5,6,7: Free samples available for testing

2) Vendor: Acuity Specialty Products, Inc. d/b/a Zep Sales & Service; ITEM # 5 : Product must be ordered in full cases

VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL1	EMAIL2
Atlantic Paper & Twine	85 York Ave	Pawtucket	RI	02861	customersrvc@atlanticpaper.com	
Casey Engineered Maintenance	8 Panas Road	Foxboro	MA	02035	bids@casevemi.com	
Staples, Inc.	500 Staples Dr.	Framingham	MA	01702	chineider.ferreira@staples.com	
Banner Systems	135 Elliot St	Brockton	MA	02302	sales@bannersystems.net	
WB Mason	99 Bald Hill Rd	Cranston	RI	02920	customersupport@wbmason.com	bids@wbmason.com
Intercity Paper Company	1093 Elmwood Ave	Providence	RI	02907	sales@intercitypaper.com	
Janitech	106 High St	Cumberland	RI	02864	customerservice@janitechcorp.com	
TJ Russell Supply	86 Tupelo St	Bristol	RI	02809	sales@tjrussellcompany.com	
Grainger	78 Jefferson Blvd	Warwick	RI	02888	customersupport@grainger.com	



Jason Umbenhauer  
Assistant Chief



Office: (401) 468-4044  
Fax: (401) 468-4043

Warwick Fire Department  
111 Veterans Memorial Drive  
Warwick, Rhode Island 02886

MAY 02 2022

May 2, 2022

Patricia Peshka  
Purchasing Agent  
City of Warwick

The bid for *Janitorial & Cleaning Supplies for the Fire Department*, Bid#2023-022 has been carefully reviewed by the Fire Department.

Eight (8) vendors submitted bids, and after evaluating pricing the following vendors have met all the specifications outlined in our request and have proposed the lowest price on the one portion of the specifications. Therefore, I recommend the bid be awarded to the following vendors:

**Banner Systems, Inc., Brockton MA**

**Likarr, Inc., Foxboro, MA**

**Acuity Specialty Products, Inc. d/b/a Zep Sales & Service, Atlanta GA**

In comparing pricing from each vendor, Likarr was lowest on most of the items that the Department uses in large volume and was the only vendor that bid on all items specified. Banner Systems and Acuity Specialty Products bid on some larger volume items at a significantly lower price than Banner.

For pricing and volume reference, I have attached a sheet outlining the number of products utilized in FY21 and currently for FY22 for each of the items bid.

The current bid expires on 6/30/2022 and the Department is requesting an award for one (1) year, in a total amount not to exceed \$18,000. Funding for this award will be from budget code 35-331 Custodial Supplies.

Please contact me should you have any questions.

Jason Umbenhauer  
Assistant Chief

Email: Jason.Umbenhauer@warwickri.com

Item #	Description	Used FY21	Used to date FY22
1	Ammonia, clear liquid, 1 gallon bottle	5	3
2	Bleach, regular liquid, 1 gallon bottle	86	57
3	Degreaser, heavy duty, all-purpose, 1 gallon bottle	16	14
4	Germicidal wipes, Clorox Healthcare, 70 wipes per canister	0	0
5	Disinfectant Bathroom Cleaner, Non-Acid, 32oz bottle	96	90
6	Glass cleaner, non-ammoniated, 32 oz. bottle	53	41
7	Surface disinfectant, RTU Sanitizing Spray, 32 oz. bottle	72	82
8	Hand cleaner, refill, 1 gallon bottle	35	11
9	Deodorant bar soap, individually wrapped, 1.5 oz. bar	512	400
10	Automatic dishwasher powder, 75 oz. box	104	79
11	Manual pot and pan detergent, liquid, 38 oz. bottle	118	93
12	Laundry detergent, dry powder 18 lb. pail	27	26
13	Floor stripper, no-rinse, 5-gallon pail	2	5
14	Floor finish, extended performance, 5-gallon pail	3	6
15	Neutral floor cleaner, 1 gallon bottle	91	75
16	Acrylic floor wax maintainer, 1 gallon bottle	12	12
17	High speed floor polishing pad, 20" white	29	30
18	High speed floor buffing pad, 20" red	8	3
19	High speed floor stripping pad, 20" black	8	0
20	Paper towel, 10"x 800' roll, white, for enMotion dispenser	547	406
21	Toilet Paper, premium embossed, 2-ply, 450 sheets/roll	3168	2688
22	Facial tissue, 2-ply, 100 sheets/box	42	22
23	Scrubbing sponges, 3.6"x6.1", 0.75" thick, individually wrapped	109	115
24	Scouring pads, medium duty, 6"x9"	40	50
25	Can liners, 55 gallon, black, 1.5 mil, 43"x 47"	2100	1700
26	Can liners, 16 gallon, black, 1.0 mil, 24"x 32"	6000	5500
27	Floor squeegee, curved, 36" blade	1	0
28	Indoor push broom head, 36", with 3" polypropylene bristles	3	2
29	Metal dustpan, 12" wide with 2" handle	1	2
30	Counter brush, 8" long, Tampico bristles	1	2
31	Cone Bowl Mop, 10" handle, 2" diameter	12	4
32	Vehicle brush, 10" wide, with 2.5" polystyrene bristles, bumper	17	10
33	Utility brush, 20" long, polypropylene bristles	0	0
34	Wooden broom handle, 60" long with metal threaded tip	7	4
35	Wooden wet mop handle, 60" long, metal screw clamp head	4	5
36	Wet mop head, cotton looped end, 32 oz. with 5" headband	7	15
37	Mop bucket and side press wringer combo, yellow, 35 quarts	1	1
38	Spray bottle, plastic, empty 32 oz., standard 28/400 opening	4	18
39	Trigger sprayer with 9.75" dip tube, fits 28/400 openings	4	29
40	Waste basket, 28 qt., soft sided, black	0	4
41	Paper towel dispenser, 10" enMotion, automated touchless	0	0
42	Truck and Trailer Wash, Zep Professional, 5-gallon pail	2	14
43	Purell TFX Gel Instant Hand Sanitizer Gel, 1200 mL refill	0	0
44	Purell TFX Touch Free Dispenser, 1200 mL	0	0
45	Purell Instant Hand Sanitizer Gel, 8 oz. bottle	0	0

***FIRE ONLY***

**SECTION 6-12**

Request permission to increase PCR-22-22  
from \$197,500.00 to \$214,402.46

**Bid2021-240B City of Warwick (District 6) Gasoline, Low Sulfur Diesel &  
Ultra Low Sulfur Diesel Fuel**

Roberts Energy  
237 Albany St.  
Springfield, MA 01105

**LAST ACTION TAKEN**

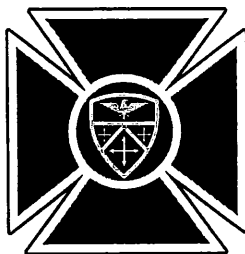
**Award (6-12):** PCR-22-22 approved February 11, 2022 in the amount of \$37,500.00. No change in contract period.

Contract Increase Requested: \$ 16,902.46  
Current Contract Award: \$197,500.00

Contract Period Requested: No change in term  
Current Contract Period: April 10, 2021 – April 9, 2022



Jason Umbenhauer  
Assistant Chief



MAY 02 2022

Office: (401) 468-4044  
Fax: (401) 468-4043

Warwick Fire Department  
111 Veterans Memorial Drive  
Warwick, Rhode Island 02886

May 2, 2022

Patricia Peshka  
Purchasing Agent  
City of Warwick

Mrs. Peshka,

The Fire Department is requesting a 6-12 alteration of contract for Bid2021-240 – City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel, to increase the spending authority to Roberts Energy of Springfield, MA an additional \$16,902.46 with no change in contract dates. This request, if approved, will increase the award to a new total of \$214,402.46.

Due to the price of diesel fuel has increasing dramatically over the past year, the original estimation of the spending authority required was inadequate. This bid expired on 4/9/2022 and the Fire Department is requesting the additional spending authority to pay outstanding invoices for deliveries made from 3/16/2022 through the end of the contract period.

The delay in bringing this request to council for approval was caused by multiple billing errors by the vendor. The past few weeks have been spent attempting to have the vendor correct the invoices and ensure that all outstanding balances are correct.

The invoices that remain outstanding are:

#439561 - \$1,899.04	#342428 - \$2,764.54
#132542 - \$1,489.49	#550452 - \$2,334.71
#637902 - \$4,001.51	#635933 - \$3,305.08
#735568 - \$219.09	#232055 - \$1,811.65
#838710 - \$1,852.35	

Funds for this request will be expended from Budget Account 35-221 – Diesel Fuel

Respectfully Submitted,

Jason Umbenhauer  
Assistant Chief

Email: Jason.Umbenhauer@warwickri.com



# INVOICE 439561

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



**Purchase Order #: 2800067**

Customer #: 8947  
Invoice #: 439561  
Invoice Date: 03/16/22  
Due Date: 04/15/22

**To**

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 1,899.04**

INVOICE TOTAL

*Thank you for your business!*

*Thank you for your business!*

*Thank you for your business!*

## Delivery Location Information

Warwick Fire Station #9(72)  
314 Commonwealth Ave.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

*For Billing Questions please contact: CustomerService@RobertsNRG.com*

Conveniently order online by emailing us at [Orders@RobertsNRG.com](mailto:Orders@RobertsNRG.com). Please refer to 8947-7 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
73	WINTER ULSD	450.0 gallons <i>WV</i>	\$ 3.607400	\$ 1,623.33
	RI EXCISE TAX DSL		0.340000	153.00
	FED EXCISE TAX DSL		0.243000	109.35
	FED OIL SPILL FEE DSL		0.002143	0.96
	FED LUST		0.001000	0.45
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

## TERMS: NET 30 DAYS

Full amount due by 4/15/22.

Invoice Total: **\$ 1,899.04**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 222,530.16	\$ 107,874.00	\$ 27,432.30	\$ 47,236.22	\$ 39,987.64

\* as of 2022-03-21 17:30:11

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105.

Page 1/1

# INVOICE 132542

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



Customer #: 8947  
Invoice #: 132542  
Invoice Date: 03/23/22  
Due Date: 04/22/22

**Purchase Order #: 2800067**

**TO**

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 1,489.49**

INVOICE TOTAL

Thank you for your business!

Thank you for your business!

Thank you for your business!

## Delivery Location Information

Warwick Fire Station #9(72)  
314 Commonwealth Ave.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

For Billing Questions please contact: CustomerService@RobertsNRG.com

Conveniently order online by emailing us at Orders@RobertsNRG.com. Please refer to 8947-7 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	300.0 gallons	\$ 4.339000	\$ 1,301.70
	RI EXCISE TAX DSL		0.340000	102.00
	FED EXCISE TAX DSL		0.243000	72.90
	FED OIL SPILL FEE DSL		0.002143	0.64
	FED LUST		0.001000	0.30
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

## TERMS: NET 30 DAYS

Full amount due by 4/22/22.

Invoice Total: **\$ 1,489.49**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 240,881.58	\$ 130,831.38	\$ 27,432.30	\$ 47,236.22	\$ 35,381.68

\* as of 2022-03-25 18:30:14

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105.

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# INVOICE 637902

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



**Purchase Order #: 2800067**

Customer #: 8947  
Invoice #: 637902  
Invoice Date: 03/28/22  
Due Date: 04/27/22

**To**

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 4,001.51**

INVOICE TOTAL

Thank you for your business!

Thank you for your business!

Thank you for your business!

## Delivery Location Information

Warwick Fire Station #6(72)  
456 W Shore Rd.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

For Billing Questions please contact: CustomerService@RobertsNRG.com

Conveniently order online by emailing us at Orders@RobertsNRG.com. Please refer to 8947-10 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	786.1 gallons	\$ 4.489000	\$ 3,528.80
	RI EXCISE TAX DSL		0.340000	267.27
	FED EXCISE TAX DSL		0.243000	191.02
	FED OIL SPILL FEE DSL		0.002143	1.68
	FED LUST		0.001000	0.79
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

**TERMS: NET 30 DAYS**

Full amount due by 4/27/22.

Invoice Total: **\$ 4,001.51**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 221,121.88	\$ 93,387.07	\$ 19,049.03	\$ 73,304.10	\$ 35,381.68

\* as of 2022-03-31 17:30:10

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105.

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# INVOICE 735568

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



Customer #: 8947  
Invoice #: 735568  
Invoice Date: 03/29/22  
Due Date: 04/28/22

**Purchase Order #: 2800067**

**To**

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 219.09**

INVOICE TOTAL

Thank you for your business!

Thank you for your business!

Thank you for your business!

## Delivery Location Information

Warwick Fire Station #2(72)  
771 Post Rd  
Warwick RI 02886

## Your Sales Manager

Gary Martin

For Billing Questions please contact: CustomerService@RobertsNRG.com

Conveniently order online by emailing us at Orders@RobertsNRG.com. Please refer to 8947-8 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	44.1 gallons	\$ 4.111200	\$ 181.30
	RI EXCISE TAX DSL		0.340000	14.99
	FED EXCISE TAX DSL		0.243000	10.72
	FED OIL SPILL FEE DSL		0.002143	0.09
	FED LUST		0.001000	0.04
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

**TERMS: NET 30 DAYS**

Full amount due by 4/28/22.

Invoice Total: **\$ 219.09**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 238,417.45	\$ 110,682.64	\$ 19,049.03	\$ 73,304.10	\$ 35,381.68

\* as of 2022-04-01 17:30:10

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105. Page 1/1

# INVOICE 838710

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



**Purchase Order #: 2800067**

Customer #: 8947  
Invoice #: 838710  
Invoice Date: 03/30/22  
Due Date: 04/29/22

**TO**

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 1,852.35**

INVOICE TOTAL

Thank you for your business!

Thank you for your business!

Thank you for your business!

## Delivery Location Information

Warwick Fire Station #9(72)  
314 Commonwealth Ave.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

For Billing Questions please contact: CustomerService@RobertsNRG.com

Conveniently order online by emailing us at Orders@RobertsNRG.com. Please refer to 8947-7 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	399.7 gallons	\$ 4.018300	\$ 1,606.11
	RI EXCISE TAX DSL		0.340000	135.90
	FED EXCISE TAX DSL		0.243000	97.13
	FED OIL SPILL FEE DSL		0.002143	0.86
	FED LUST		0.001000	0.40
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

## TERMS: NET 30 DAYS

Full amount due by 4/29/22.

Invoice Total: **\$ 1,852.35**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 257,294.02	\$ 96,611.32	\$ 37,143.94	\$ 41,030.43	\$ 82,508.33

\* as of 2022-04-28 09:30:35

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105.

Page 1/1

# INVOICE 342428

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



**Purchase Order #: 2800067**

Customer #: 8947  
Invoice #: 342428  
Invoice Date: 04/04/22  
Due Date: 05/04/22

**TO**

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 2,764.54**

INVOICE TOTAL

Thank you for your business!

Thank you for your business!

Thank you for your business!

## Delivery Location Information

Warwick Fire Station #10(72)  
225 Potowomut Ave.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

For Billing Questions please contact: CustomerService@RobertsNRG.com

Conveniently order online by emailing us at Orders@RobertsNRG.com. Please refer to 8947-11 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	600.0 gallons	\$ 4.001500	\$ 2,400.90
	RI EXCISE TAX DSL		0.340000	204.00
	FED EXCISE TAX DSL		0.243000	145.80
	FED OIL SPILL FEE DSL		0.002143	1.29
	FED LUST		0.001000	0.60
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

## TERMS: NET 30 DAYS

Full amount due by 5/04/22.

Invoice Total: **\$ 2,764.54**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 254,188.13	\$ 126,453.32	\$ 19,823.55	\$ 45,888.99	\$ 62,022.27

\* as of 2022-04-08 17:30:10

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105.

Page 1/1

# INVOICE 550452

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



**Purchase Order #: 2800067**

Customer #: 8947  
Invoice #: 550452  
Invoice Date: 04/06/22  
Due Date: 05/06/22

**TO**

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 2,334.71**

INVOICE TOTAL

*Thank you for your business!*

*Thank you for your business!*

*Thank you for your business!*

## Delivery Location Information

Warwick Fire Station #9(72)  
314 Commonwealth Ave.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

*For Billing Questions please contact: CustomerService@RobertsNRG.com*

Conveniently order online by emailing us at [Orders@RobertsNRG.com](mailto:Orders@RobertsNRG.com). Please refer to 8947-7 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	499.3 gallons	\$ 4.065900	\$ 2,030.10
	RI EXCISE TAX DSL		0.340000	169.76
	FED EXCISE TAX DSL		0.243000	121.33
	FED OIL SPILL FEE DSL		0.002143	1.07
	FED LUST		0.001000	0.50
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

## TERMS: NET 30 DAYS

Full amount due by 5/06/22.

Invoice Total: **\$ 2,334.71**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 257,294.02	\$ 96,611.32	\$ 37,143.94	\$ 41,030.43	\$ 82,508.33

\* as of 2022-04-28 09:30:35

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

**Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105.**

**Page 1/1**

# INVOICE 635933

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



**Purchase Order #: 2800067**

Customer #: 8947  
Invoice #: 635933  
Invoice Date: 04/07/22  
Due Date: 05/07/22

To

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 3,305.08**

INVOICE TOTAL

Thank you for your business!

Thank you for your business!

Thank you for your business!

## Delivery Location Information

Warwick Fire Station #3(72)  
2373 W Shore Rd.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

For Billing Questions please contact: CustomerService@RobertsNRG.com

Conveniently order online by emailing us at Orders@RobertsNRG.com. Please refer to 8947-9 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	732.6 gallons	\$ 3.909000	\$ 2,863.73
	RI EXCISE TAX DSL		0.340000	249.08
	FED EXCISE TAX DSL		0.243000	178.02
	FED OIL SPILL FEE DSL		0.002143	1.57
	FED LUST		0.001000	0.73
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

## TERMS: NET 30 DAYS

Full amount due by 5/07/22.

Invoice Total: **\$ 3,305.08**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 254,081.89	\$ 105,421.63	\$ 42,806.11	\$ 43,831.88	\$ 62,022.27

\* as of 2022-04-11 17:30:11

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105.

Page 1/1



# INVOICE 232055

Roberts Energy  
237 Albany St  
Springfield, MA 01105  
(413) 736-9611



**Purchase Order #: 2800067**

Customer #: 8947  
Invoice #: 232055  
Invoice Date: 04/13/22  
Due Date: 05/13/22

TO

City of Warwick  
3275 Post Rd  
Warwick, RI 02886

**\$ 1,811.65**

INVOICE TOTAL

Thank you for your business!

Thank you for your business!

Thank you for your business!

## Delivery Location Information

Warwick Fire Station #9(72)  
314 Commonwealth Ave.  
Warwick RI 02886

## Your Sales Manager

Gary Martin

For Billing Questions please contact: CustomerService@RobertsNRG.com

Conveniently order online by emailing us at Orders@RobertsNRG.com. Please refer to 8947-7 as your location number when ordering.

Product #	Product Description	Quantity	Unit Price	Total
72	ULSD	400.1 gallons	\$ 3.912000	\$ 1,565.19
	RI EXCISE TAX DSL		0.340000	136.03
	FED EXCISE TAX DSL		0.243000	97.22
	FED OIL SPILL FEE DSL		0.002143	0.86
	FED LUST		0.001000	0.40
	ENERGY, ENVIRONMENTAL & COMPLIANCE FEE			11.95

## TERMS: NET 30 DAYS

Full amount due by 5/13/22.

Invoice Total: **\$ 1,811.65**

Thank you for signing up for paperless invoicing!

Balance	0-30	Over 30	Over 60	Over 90
\$ 257,294.02	\$ 96,611.32	\$ 37,143.94	\$ 41,030.43	\$ 82,508.33

\* as of 2022-04-28 09:30:35

By accepting the delivery related to this invoice, customer hereby submits to the personal jurisdiction of Massachusetts and waives all right to a trial by jury.

Make all checks payable to: Roberts Energy - 237 Albany St, Springfield, MA 01105. Page 1/1

**COPY**

***FIRE ONLY***

**SECTION 6-12**

Request permission to increase PCR-30-21  
from \$160,000.00 to \$197,500.00

**Bid2021-240B City of Warwick (District 6) Gasoline, Low Sulfur Diesel &  
Ultra Low Sulfur Diesel Fuel**

Roberts Energy  
237 Albany St.  
Springfield, MA 01105

**LAST ACTION TAKEN**

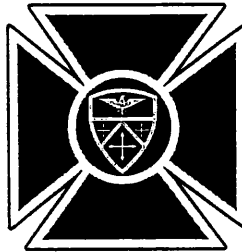
**Award (Bid):** PCR-30-21 approved March 10, 2021 in the amount of \$160,000.00. Contract period April 10, 2021 through April 9, 2022.

Contract Increase Requested: \$ 37,500.00  
Current Contract Award: \$160,000.00

Contract Period Requested: No change in term  
Current Contract Period: April 10, 2021 – April 9, 2022



Jason Umbenhauer  
Assistant Chief



**COPY**

Office: (401) 468-4044  
Fax: (401) 468-4043

**JAN 21 2022**

Warwick Fire Department  
111 Veterans Memorial Drive  
Warwick, Rhode Island 02886

January 20, 2022

Patricia Peshka  
Purchasing Agent  
City of Warwick

Mrs. Peshka,

The Fire Department is requesting a 6-12 alteration of contract for Bid2021-240 – City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel, to increase the spending authority to Roberts Energy of Springfield, MA an additional \$37,500 with no change in contract dates. This request, if approved, will increase the award to a new total of \$197,500.

The price of diesel fuel has increased dramatically over the past 9 months since the original award of this bid from just over \$2.00 per gallon to over \$3.50 per gallon at the time of this request. Consequently, the original estimation of the spending authority required was inadequate and currently the Department is close to expending all of the original \$160,000 spending authority since the bid starting date of 4/10/2021.

The bid currently in place expires on 4/9/2022, and the Fire Department is optimistic that this increase in spending authority is sufficient for the amount of diesel fuel need until the expiration of the bid.

Funds for this request will be expended from Budget Account 35-221 – Diesel Fuel

Respectfully Submitted,

Jason Umbenhauer  
Assistant Chief

**COPY**

CITY OF WARWICK  
STATE OF RHODE ISLAND  
RESOLUTION OF THE CITY COUNCIL

2/7/2022

MEETING DATE: \_\_\_\_\_

NO: \_\_\_\_\_ R-22-18 \_\_\_\_\_

APPROVED: \_\_\_\_\_

MAYOR

DATE: 2-11-22

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 316	Redistricting Services	<b>Election Data Services, Inc.</b> 6171 Emerywood Court Manassas, VA 20112	\$80,000.00	One year from date of award		56 - 6
2022 - 305	Manage Engine AD Self Service	<b>SHI International Corp.</b> 290 Davidson Avenue Somerset, NJ 08873	\$1,566.00	4/7/22 - 4/8/23		56 - 6
2022 - 318	Uniform Badge Number Boards	<b>Barney's Uniforms</b> 922 Cranston Street Cranston, RI 02920	\$14,611.00	Date of award - 12/11/22		56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 280	Police Pre-Employment Medical Exams	<i>Occupational Health Centers Southwest, P.A. Dbc Concentra Medical Centers 400 Bald Hill Rd. Warwick, RI 02886</i>	\$4,500.00	3/5/22 - 3/4/23		
2022 - 309	Purchase Chemical Ammunition	<i>ALS, Inc./Pacem Defense 4700 Providence Road Perry, Florida 32347</i>	\$3,720.04			56 - 6
2021 - 240B	City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel	<i>Roberts Energy 237 Albany St. Springfield, MA 01105</i>	\$37,500.00 <b>FIRE</b>		1	6 - 12
2022 - 321	Municipal Fire Training Program	<i>RI State Fire Training Academy 4 Green Lane Exeter, RI 02822</i>	\$27,900.00			56 - 6
2022 - 275	Fire Department Class B Uniforms	<i>Donnelly's Inc. of RI 50 Sharpe Drive Crasnton, RI 02920</i>	\$15,000.00	4/7/22 - 4/6/24		

Continued next page

**COPY**

PCR-22-22

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 322	Repair Rescue 14	<b>Greenwood Emergency Vehicles</b> 530 John Dietsch Blvd. North Attleboro, MA 02763	\$2,518.00			56 - 6
2022 - 314	State of RI Electrical Services	<b>AM Electric</b> 400 Lincoln Ave. Warwick, RI 02888	\$29,500.00	Date of award - 8/31/24	2	56 - 10
2022 - 291A	Overhead Door Repair & Replacement	<b>Payless Garage Doors</b> 207 Winter Ave. Warwick, RI 02889	\$20,000.00 <b>DPW</b>	3/4/22 - 3/3/23		
2022 - 291B	Overhead Door Repair & Replacement	<b>Payless Garage Doors</b> 207 Winter Ave. Warwick, RI 02889	\$20,000.00 <b>FIRE</b>	3/4/22 - 3/3/23		
2022 - 312	State of RI Fire Extinguisher Maintenance & Repair	<b>Keane Fire &amp; Safety Equipment</b> 2112 Elmwood Ave. Warwick, RI 02888	\$15,000.00	Date of award - 7/31/24	3	56 - 10
2022 - 256	Frames, Grates, & Covers	<b>EJ Prescott Inc.</b> 38 Albion Rd. Lincoln, RI 02865 <b>Lindon Group, Inc.</b> 310 Bourne Ave. Bldg. 67F Rumford, RI 02916	\$12,500.00	3/21/22 - 3/20/23		
2021 - 134	Heating Oil	<b>Roberts Energy</b> 237 Albany St. Springfield, MA 01105	\$7,018.02		4	6 - 12

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 313	State of RI Lamps, Ballasts & Related Electrical Supplies	<i>Northeast Electrical Distributors a Div of Sonepar</i> 50 Niantic Ave Providence, RI 02907 <i>Graybar Electric Company Inc.</i> 105 Business Park Dr. Ridgeland, MS 39157	\$5,000.00	Date of award - 3/31/22	5	56 - 10
2022 - 307	Grinder Pump Repair Bend St	<i>Fernco Services</i> 19 Almedia Road Rehoboth, MA 02769	\$1,165.00			56 - 6
2022 - 320	GASB 75 & OPEB Actuarial Services	<i>Gabriel Roeder Smith &amp; Company</i> 5605 N. Macarthur Blvd. Suite 870 Irving, TX 75038	\$15,000.00	FY22 & FY23		56 - 6

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to increase PCR-30-21 from \$160,000.00 to \$197,500.00
2. Request permission to piggyback State MPA#41
3. Request permission to piggyback State MPA#138
4. Request permission to increase PCR-100-20 from \$15,000.00 to \$22,018.02
5. Request permission to piggyback State MPA#347

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**Bid2023-021 Delivery, Rental & Filling of Oxygen Tanks**

- 1 Bid Received

CODE: 35-367 Fire Department/EMS Supplies & Equipment

MANNER OF AWARD: \$15,000.00  
July 1, 2022 – June 30, 2024

RECOMMEND: Clinical 1

**Clinical 1**  
65 Mathewson Dr., Suite E  
Weymouth, MA 02189

Item #	Description	Price First Year	Price Second Year
1	Cost to fill "MD" Size Medical Grade Oxygen Cylinders/each (Price each)	\$8.00	\$8.00
2	Cost to fill "M122" Size Medical Grade Oxygen Cylinders (Price each)	\$15.50	\$15.50
3	Monthly Rental of "MD" size Aluminum Oxygen Cylinders (Rate per month for each bottle in Fire Department's possession at the end of the month)	\$4.00	\$4.00
4	Monthly Rental of "M122" size Aluminum Oxygen Cylinders/each (Rate per month for each bottle in Fire Department's possession at the end of the month)	<b>Note 1</b> \$8.00	<b>Note 1</b> \$8.00

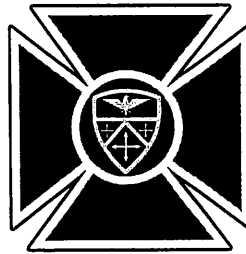
**Note 1:** For the M122 size cylinder we may ask to substitute steel cylinders for aluminum as the steel are more readily available.



VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL1	EMAIL2
Airgas	522 Jefferson Blvd	Warwick	RI	02886	Mike.forte@airgas.com	
Clafin Equipment and Sales	451 Warwick Industrial Drive	Warwick	RI	02886	customerservice@clafinequip.com	
Clinical One	65 Mathewson Dr., Suite E	Weymouth	MA	02189	sf@clinical1.com	
Cranston Welding Supply Co.	1425 Park Ave	Cranston	RI	02920	bill@cwsgas.com	
Linde Welding Gas & Equipment	231 Jefferson Blvd	Warwick	RI	02888	rich_powell@praxair.com	PDI inside sales Allentown@praxair.com



Jason Umbenhauer  
Assistant Chief



Office: (401) 468-4044  
Fax: (401) 468-4043

MAY 02 2022

Warwick Fire Department  
111 Veterans Memorial Drive  
Warwick, Rhode Island 02886

May 2, 2022

Patricia Peshka  
Purchasing Agent  
City of Warwick

The bid for *Delivery, Rental & Filling of Oxygen Tanks, Bid#2023-021* has been carefully reviewed by the Fire Department.

One (1) vendor submitted a bid and has met all the specifications outlined in our request. Therefore, I recommend the bid be awarded to the following vendor:

**Clinical 1, Weymouth, MA**

The current bid expires on 6/30/2022 and the Department is requesting a two (2) year award, for a total amount not to exceed \$15,000. Funding for this award will be from budget code 35-367 EMS Supplies & Equipment.

Please contact me should you have any questions.

Jason Umbenhauer  
Assistant Chief

**SECTION 56-6**

**Bid2023-044 Service Contract for Lifepak-15 Cardiac Motors**

Stryker Medical  
3800 E Centre Ave.  
Portage, MI 49009

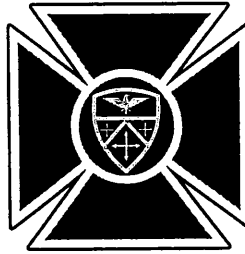
Contract Award: \$9,822.60

Contract Period: August 1, 2022 – July 31, 2023

MAY 02 2022



*Jason Umbenhauer*  
*Assistant Chief*



*Office: (401) 468-4044*  
*Fax: (401) 468-4043*

*Warwick Fire Department*  
*111 Veterans Memorial Drive*  
*Warwick, Rhode Island 02886*

April 28, 2022

Patricia Peshka  
Purchasing Agent  
City of Warwick

The Fire Department is seeking a 56-6 exception to bid for the purchase of a Technical Service Support Agreement between the City of Warwick and Stryker Medical. This is a comprehensive agreement which will provide parts, labor, and service to six (6) Lifepak-15 Cardiac Monitor/Defibrillators owned by the city.

Due to the age of these units, Stryker Medical now only offers a 1-year contract for their service agreements. The cost of the annual contract is \$1,637.10 per unit for a total cost of \$9,822.60. This price includes a 15% discount because the City has maintained an uninterrupted contract with Stryker Medical since purchasing these units.

The Fire Department is required by the Department of Health, as a condition of its ambulance licensure, to maintain a factory-authorized service and maintenance contract on its Cardiac monitors/defibrillators. Furthermore, any lapse of the service contract by the City would result in the loss of a "point of sale" discount offered by Stryker Medical. This 15% discount is only applied to service contract quotes if a monitor has had an uninterrupted service plan since the original purchase date.

The current bid expires on 7/31/2022 and the Department is requesting an award for one (1) year, in a total amount not to exceed \$9,822.60. Funding for this award will be from budget code 35-340 Service Contracts.

Stryker Medical is the sole provider in all markets for factory-authorized inspection and repair services which include repair parts, upgrades, inspection, and repairs for the Lifepak-15 monitor/defibrillator.

Please contact me should you have any questions.

Jason Umbenhauer  
Assistant Chief

Email: [Jason.Umbenhauer@warwickri.com](mailto:Jason.Umbenhauer@warwickri.com)

Sales Rep Name: Crystale Perry  
ProCare Service Rep: Jeffrey Obrien

3800 E. Centre Ave  
Portage, MI 49009

Date: 4/21/2022  
ID #: 220421155047

**PRO-CARE PROPOSAL SUBMITTED TO:**

Billing Acc Num:  
Shipping Acct Num: 1096862  
Account Name: Warwick Fire Dept  
Account Address: 11 Veterans Memorial Drive  
City, State Zip: Warwick, RI 02886

Name:  
Title:  
Phone:  
Email:

**PRO-CARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite	6	1		\$11,556.00

**PROGRAM INCLUDES:****LP15 Prevent Onsite:**

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker\*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure\*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure\*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

\*\* (Onsite Repairs or Depot Depending on Agreement) \*\*

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$11,556.00
Discount	15%
<b>FINAL TOTAL</b>	<b>\$9,822.60</b>

Start Date: 8/1/2022

End Date: 7/31/2023

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at  
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

**This is not an invoice. A physical invoice will be mailed.**

Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

**COMMENTS:**

Please email signed Proposal and Purchase Order to [procarecoordinators@stryker.com](mailto:procarecoordinators@stryker.com).

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

\*\*Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	41243632	LP15 Prevent Onsite
2	LP15	41243661	LP15 Prevent Onsite
3	LP15	41243708	LP15 Prevent Onsite
4	LP15	41243736	LP15 Prevent Onsite
5	LP15	41243874	LP15 Prevent Onsite
6	LP15	41251146	LP15 Prevent Onsite

## **LIFEPAK® 15 service**

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
  - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
  - o Stryker will continue to offer contractual service on a yearly basis only
  - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.



June 2020

## **LIFEPAK® 15 monitor/defibrillator service**

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market, which limits the service support available for this product. Service on the LIFEPAK 15 with Part Numbers beginning with v15-5 or v15-7 are unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
  - If a component has failed on your device, your local Sales Representative should be contacted for support.
- Contractual service
  - Stryker will continue to offer contractual service on a yearly basis only.
  - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections.
  - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability.

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare Service team who is the only approved service provider for our products.

As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LIFEPAK 15 device.

Copyright © 2020 Stryker. GDR 3344126\_A

### **Emergency Care**

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](http://stryker.com)



**SECTION 6-12**

Request permission to increase PCR-37-22 (Sub A)  
from \$68,886.00 to \$80,386.00

**Bid2022-310 Purchase Paratransit Van**

Matthews Buses Commercial  
4802 W. Colonial Dr.  
Orlando, FL 32808

**LAST ACTION TAKEN**

**Award (Bid):** PCR-37-22 (Sub A) approved April 6, 2022 in the amount of \$68,886.00.

Contract Increase Requested: \$11,500.00  
Current Contract Award: \$68,886.00

Contract Period Requested: No change in term  
Current Contract Period: One-time purchase

MAY 03 2022

MEG UNDERWOOD  
DIRECTOR OF SENIOR SERVICES

FRANK PICOZZI  
MAYOR



CITY OF WARWICK  
DIVISION OF SENIOR SERVICES  
PILGRIM SENIOR ENRICHMENT CENTER  
27 PILGRIM PARKWAY  
WARWICK, RHODE ISLAND 02888

May 2, 2022

To: Patricia Peshka, Purchasing Agent

From: Meg Underwood, Director of Senior Services

Re: Bid 2022-310 Purchase Paratransit Van

Dear Pat,

A bid was awarded to Matthews Buses for the purchase of a paratransit van in the amount of \$68,886. by the City Council. Unfortunately, the current market is very volatile and the vendor has had an increase of \$11,500 for the chassis. This increase is secure and the vendor has agreed to absorb any change beyond this increase. While this increases the purchase price to \$80,386, the next lowest bid was \$95,875, followed by bids of \$108,398 and \$114,346.

Of the \$80,386 for the purchase, \$64,586 will be funded by a State Designated grant through the Office of Healthy Aging (formerly the Department of Elderly Affairs) leaving the City responsible for the balance of \$15,800. In light of our need for reliable vehicles for our Transwix transportation program; rapidly rising prices; and lack of available inventory, I am requesting a Section 6-12, Alteration to Contract, of the City Charter to award this bid to Matthews Buses Commercial from \$68,886 to \$80,386.

Thank you for your consideration.

Sincerely,

  
Meg Underwood

CITY OF WARWICK  
STATE OF RHODE ISLAND  
RESOLUTION OF THE CITY COUNCIL

MEETING DATE: 4/4/2022

NO:            R-22-37           

APPROVED:  MAYOR

DATE: 4-6-22

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 392	Radio Infrastructure Improvement	<i>Cyber Communications Inc.</i> 90 Colorado Avenue Warwick, RI 02888 <i>Motorola Solutions</i> <i>C/O Cyber Communications</i> 90 Colorado Avenue Warwick, RI 02888	\$1,183,182.84			56 - 6
2022 - 310	Purchase Paratransit Van	<i>Matthews Buses Commercial</i> 4802 W. Colonial Dr. Orlando, FL 32808	\$68,886.00			

Continued next page

PCR-37-22 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 080	Workstations, Laptops, Tablets, Printers, Copiers, and Computer Peripherals	<b>Xavus Solutions</b> PO Box 55071 #30713 Boston, MA 02205-5071 <b>CDW Government LLC</b> 300N Milwaukee Ave. Vernon Hills, IL 60061 <b>HP INC</b> PO Box 101149 Atlanta, GA 30392 <b>Whalley Computer Associates Inc.</b> 9 Industrial Rd. Milford, MA 01757 <b>GovConnection Inc.</b> 732 Milford Rd. Merrimack, NH 03054 <b>Staples</b> 1901 Summit Tower Blvd. Orlando, FL 32810 <b>W.B. Mason Co. Inc.</b> 99 Bald Hill Rd. Cranston, RI 02920 <b>Amazon</b> 410 Terry Ave. North Seattle, WA 98109 <b>Custom Computer Specialist Inc</b> 70 Suffolk Court Hauppauge, NY 11788	\$30,000.00		1	6 - 12
2021 - 093	Maintenance Contract for Xerox Multifunctional Copiers and HP LaserJet Printers	<b>A-1 Copier Sales, Service, &amp; Supply Inc.</b> 76 East Street Pawtucket, RI 02860	\$15,000.00		2	6 - 12

Continued next page

**COPY**

PCR-37-22 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 348	Stalker Dual SL Dual Zone Multi-Directional Ka Band Radar System	<b>Kustom Signals, Inc.</b> 10901 W 84 <sup>th</sup> Terrace Ste. 100 Lenexa, KS 66214	\$21,450.00	5/21/22 - 5/20/23		
2022 - 342	OEM Motor Parts for Mercury Marine Motors	<b>CL Marine, Inc.</b> 2501 West Shore Road Warwick, RI 02889	\$10,000.00	6/11/22 - 6/10/23		
2022 - 338	Rotary Two-Post Auto Lift	<b>Raps Auto Supply (NAPA)</b> 3666 West Shore Road Warwick, RI 02886	\$8,568.01			
2022 - 344	Purchase 60HP Marine Outboard Motor	<b>Wood Boat &amp; Motor Inc.</b> 3630 West Shore Road Warwick, RI 02886	\$7,200.00			
2022 - 357	Maintenance Contract for Laptops & Tablets	<b>Electronic Risk Consultants, Inc.</b> 1208 US Highway 22 East, Suite 4 Phillipsburg, NJ 08865	\$6,080.00	6/1/22 - 5/31/23		
2022 - 185	Less Lethal Shotgun Ammunition	<b>Commonwealth Industries, LLC</b> PO Box 98 Abingdon, VA 24210	\$2,500.00		4	6 - 12

Continued next page

## PCR-37-22 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 393	Structural Collapse Specialist Training	<i>Spec. Rescue International</i> Parkway 3, Suite 128 2697 International Parkway Virginia Beach, VA 23452	\$4,600.00			56 - 6
2022 - 189	Heating Oil	<i>Roberts Energy, LLC</i> 237 Albany Street Springfield, MA 01105	\$20,000.00		3	6 - 12
2022 - 388	Grinding Services	<i>Northeastern Tree Service</i> 1000 Pontiac Ave. Cranston, RI 02920	\$17,500.00			56 - 6
2022 - 349	Purchase SkyJack 26' Electric Scissor Lift	<i>ATS Equipment of RI</i> 51 Fall River Ave. Rehoboth, MA 02769	\$17,495.00			
2022 - 009B	Spring Repairs & Related Work	<i>Woodward's Spring Shop</i> 8 Cutting Ave. Cranston, RI 02920	Inclusive of Bid2022- 009A& B			56 - 6
2022 - 397	Labor for Engine Repair RS70	<i>Peterbilt of RI</i> 11 Industrial Lane Johnston, RI 02919	\$12,950.00			56 - 6

Continued next page

## PCR-37-22 (Sub A)

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to Increase PCR-34-22 from \$84,019.26 to \$114,019.26
2. Request permission to increase PCR-134-21 (Sub A) from \$30,000.00 to \$45,000.00.
4. Request permission to increase Bid2022-185 from \$2,500.00 to \$5,000.00.
3. Request permission to increase PCR-148-21 from \$15,000.00 to \$35,000.00.

### Actions Taken:

Bid2022-339 Fire Department Promotional Exams

PCR-39-22  
Held 4/18/22

Bid2022-391 Repairs to Fire Utility - 2

PCR-40-22  
WITHDRAWN

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

**COPY**

**Bid2022-310 Purchase Paratransit Van**

- 4 Bids Received

CODE: 47-799 Senior Citizen/ Misc. Capital Expenditure

MANNER OF AWARD: \$68,886.00  
One-time purchase

RECOMMEND: Matthews Buses Commercial

---

Creative Bus Sales, Inc.  
13 Rebel Road  
Hudson, NH 03051

Don Brown Bus Sales  
703 County Highway 107  
Johnstown, NY 12095

DATTCO, Inc.  
315 South St.  
New Britain, CT 06051

Matthews Buses Commercial  
4802 W. Colonial Dr.  
Orlando, FL 32808

**Pricing as follows**

**Continued next page**



RESULTS

Description	Creative Bus Sales Inc.	Don Brown Bus Sales	Datco Inc.	Matthews Bus Alliance, Inc.
I. Cab & Chassis				
Year	2023	2023	2022	2023
Make	Champion	Ford/Starcraft	Ford/Turtle Top	Startrans
Model	Challenger	Allstar	Terra Transit	Senator II
Warranty	<i>Note 1</i>	<i>Note 2</i>	<i>Note 3</i>	<i>Note 4</i>
TOTAL COST FOR 1 VEHICLE	\$ 114,346.00	\$ 95,875.00	\$ 108,398.00	\$ 68,886.00
Delivery in 180 Calendar Days ARO		Yes, subject to on time chassis delivery	Currently March 2023	
Note 1: Standard and optional Warranties included in proposal				
Note 2: 5 year 60k powertrain				
Note 3: Limited bumper to bumper standard warranty 3 year 36k, 5 years or 100k body				
Note 4: 3 years or 36k Chassis				

# COPY

Vendors Paratransit Van Bid (12 Passenger with 2 w/c positions)

**Creative Bus Sales**

13 Rebel Rd.

Hudson, New Hampshire 03051

1-602-437-2255 ext.521

Contact: Mike Shultz

Email: [Mshultz@creativebussales.com](mailto:Mshultz@creativebussales.com)

**Tesco Bus**

6401 Seaman Rd.

Oregon, Ohio 43616

800-227-3527

Contact: Brad Palmer

E-Mail: [bpalmer@tescobus.com](mailto:bpalmer@tescobus.com)

**Rohrer Bus**

1515 State Rd.

P.O. Box 100

Duncannon, PA 17020

717-957-2141 ext. 1352

Contact; Kay Hornberger

E-mail: [khornberger@rohrerbus.com](mailto:khornberger@rohrerbus.com)

**Matthews Buses- Commercial**

4802 West Colonial Dr.

Orlando, FL 32808

1-860-558-0014

Contact: Doug Gifford

E-mail: [dgifford@mbuscommercial.com](mailto:dgifford@mbuscommercial.com)

**Carpenter Bus Sales**

132 Royal Oaks Blvd.

Franklin, Tenn. 37067

800-370-6180 ext. 217

Contact: John Adams

E-Mail: [jadams@CarpenterBus.com](mailto:jadams@CarpenterBus.com)

[www.CarpenterBus.com](http://www.CarpenterBus.com)

**COPY**

Vendors Paratransit Van Bid (12 Passenger with 2 w-c positions) - continued

**Ando Inc.**

170 Amaral St.

East Providence, RI 02915

401-434-5900

Contact: Eric Zimmerman

E-Mail: [EZimmerman@andersonmotors.com](mailto:EZimmerman@andersonmotors.com)

[www.Andersonmotors.com](http://www.Andersonmotors.com)

**Don Brown Bus Sales**

703 County Hwy 107

Johnston, New York 12095

845-263-0887

Contact: Evan Kushner

E-mail: [EKushner@Buscrazy.net](mailto:EKushner@Buscrazy.net)

[www.Buscrazy.net](http://www.Buscrazy.net)

**Dattco Inc.**

315 South St.

New Britain, Ct 06051

603-957-1509

Contact: Evan Rosset

E-Mail: [Evan.Rosset@dattco.com](mailto:Evan.Rosset@dattco.com)

MAR 15 2022

**COPY**

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INTEROFFICE MEMORANDUM

---

TO: PAT PESHKA  
FROM: MEG UNDERWOOD  
SUBJECT: PARATRANSIT VAN FOR TRANSWICK, BID 2022-310  
DATE: 3/15/2022  
CC:

---

Dear Pat,

We received four bids for the purchase of a new paratransit Van for Transportation Services at the Pilgrim Senior Center. The bids ranged from \$68,886 to \$114,346. I recommend awarding the bid, in the amount of \$68,886. to the lowest qualified bidder as follows:

**Matthews Busses Commercial**  
4802 West Colonial Drive  
Orlando, FL 32808

This purchase is through the State Designated Grant from the State's Office of Healthy Aging. Please let me know if you have any questions or concerns about this bid or bid recommendation.

Sincerely,

  
Meg Underwood  
Director of Senior Services

**SECTION 6-12**

Request permission to increase PCR-93-21 (Sub A)  
from \$50,000.00 to \$85,000.00

**Bid2022-043 HVAC Maintenance & Repair for Thayer & Warburton Arena**

Environmental Systems, Inc. / RI Office  
6 Howard Ireland Drive / 2980 West Shore Road  
Attleboro, MA 02703 / Warwick/RI 02886

**LAST ACTION TAKEN**

**Award (Bid):** PCR-93-21 (Sub A) approved June 23, 2021 in the amount of \$50,000.00. Contract period July 1, 2021 – June 30, 2022.

Contract Increase Requested: \$35,000.00  
Current Contract Award: \$50,000.00

Contract Period Requested: No change in term  
Current Contract Period: July 1, 2021 – June 30, 2022



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

MAY 02 2022

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Director of Public Works *EE*

Date: May 2, 2022

Subj: Environmental Systems, Inc.

The Department of Public Works is requesting an alteration to contract of Bid2022-043 for Environmental Systems, Inc. (ESI) for repairs within the compressor room that is the key component of keeping the tandem ice surfaces frozen at Thayer and Warburton Arenas. There is a leaking float assembly, an isolation valve assembly as well as one of the cooling towers requiring correction prior to resuming the frozen surface in this arena.

This rink is scheduled to reopen on July 5, 2022. If the repairs are not completed, we will be unable to start the compressors for the front surface. Please note that this is a time sensitive request as the compressor systems needs to be returned to service by June 17, 2022 for the floor to reach the proper temperature to being making ice.

Please consider this memo a request for Sec. 6-12, alteration to contract, of the City Charter for Environmental Systems, Inc. in the amount \$35,000. The will increase the cap from \$50,000 to \$85,000. This bid expires June 30, 2022.

(41-331- \$35,000)

April 25, 2022



City of Warwick  
3275 Post Road  
Warwick, RI 02886

6 Howard Ireland Drive  
Attleboro, MA 02703-4612

P 508.226.6006  
F 508.222.1344

Attention: Christie Moretti  
Cc: Eric Earls

RE: Chiller & Cooling Tower Repairs

Environmental Systems Inc. is pleased to provide this to repair the leaking valve for CH-2 and repair the discharge piping at the cooling tower inlet. Please see the following for the full scope of work:

**Scope of Work:**

- Removal and replacement of the leaking float assembly
- Removal and replacement of the isolation valve
- Replacement of piping between float and isolation valve
- Repair discharge piping at the inlet of the cooling tower while charge is removed
- Recharge system with the recovered refrigerant and top off as required.
- All labor and materials to complete the repairs above.

The cost for the work above would be: **\$83,067.61**

**Notes:**

1. We have not included overtime labor in this proposal.
2. We have included new refrigerant to cover the lost refrigerant due to the leak (approximately 2000 lbs) if refrigerant is to be customer provided deduct \$48,462.49
3. Limited amount of refrigerant in stock with supplier, if sold lead time unknown.

Thank you for the opportunity to offer this quote. ESI appreciates the opportunity to serve you. If you have any questions on the above or require any additional information, please do not hesitate to call.

Sincerely,

**Environmental Systems Inc.**

A handwritten signature in black ink that reads "Jonathan Jacobino". The signature is written in a cursive style.  
Jonathan Jacobino

## CITY OF WARWICK

## STATE OF RHODE ISLAND

## RESOLUTION OF THE CITY COUNCIL

6/21/21

MEETING DATE: \_\_\_\_\_

R-21-86

NO: \_\_\_\_\_

APPROVED:  MAYORDATE: 6-23-21

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 043	HVAC Maintenance & Repair for Thayer & Warburton Arena	<i>Environmental Systems, Inc. / RI Office 6 Howard Ireland Drive / 2980 West Shore Road Attleboro, MA 02703 / Warwick/RI 02886</i>	\$50,000.00	One year from date of award		
2022 - 039A	Medical Supplies & Equipment	<i>Bound Tree Medical LLC 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016 Stryker Sales LLC 2825 Airview Blvd. Kalamazoo, MI 49002 Teleflex 3015 Carington Mill Blvd. Morrisville, NC 27560</i>	\$70,000.00 <b>FIRE</b>	7/21/21 - 7/20/22		



**COPY**

## PCR-93-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 390	OpenGov Cloud Service Contract E-Permitting	<b>OpenGov Inc.</b> 955 Charter Street Redwood City, CA 94063	\$33,907.00	6/1/21 - 6/30/22		56 - 6
2022 - 059	Police Undercover Operation	<b>Various Vendors</b>	\$20,000.00	10/1/21 - 9/30/22		56 - 6
2022 - 038B	Medications for Emergency Medical Services	<b>Bound Tree Medical LLC</b> 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016	\$2,000.00 <b>POLICE</b>	7/21/21 - 7/20/22		
2022 - 039B	Medical Supplies & Equipment	<b>US Health Express</b> Corp 18701 Arenth Ave. City of Industry, CA 91748 <b>Bound Tree Medical LLC</b> 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016	<del>\$10,000.00</del> <b>POLICE</b>	7/21/21 - 7/20/22	1	
2021 - 357	Purchase 20HP 4-Stroke Marine Outboard Motor	<b>Ocean House Marina</b> 60 Town Dock Road Charlestown, RI 02813	\$7,394.00	One year from date of award		
2022 - 034	Structural Firefighting Gloves	<b>C&amp;S Specialty</b> 1181 Old Smithfield Road North Smithfield, RI 02896	\$5,000.00	7/1/21 - 6/30/22		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 036	Fire Sprinkler Inspections & Repair for Fire Stations 1, 8, & 10	<b>Arden Engineering</b> 505 Narragansett Park Drive Pawtucket, RI 02861	\$10,000.00	7/1/21 - 6/30/23		
2022 - 037	Service & Maintenance Agreement for Stryker EMS Equipment	<b>Stryker Medical</b> 11811 Willows Rd. NE Redmond, WA 98052	\$7,500.00	8/25/21 - 8/24/22		
2022 - 038A	Medications for Emergency Medical Services	<b>Bound Tree Medical LLC</b> 5000 Tuttle Crossing Blvd. Dublin, Ohio 43016	\$5,000.00 <b>FIRE</b>	7/21/21 - 7/20/22		

2022 - 040	Paper Products	<b>Imperial Bag &amp; Paper Co. LLC</b> 255 Route 1 & 9 Jersey City, NJ 07306	\$2,800.00	7/1/21 - 6/30/22		
2022 - 042	Food Products	<b>Gordon Food Service</b> 630 John Hancock Road Taunton, MA 02780	\$4,500.00	7/1/21 - 12/31/21		
2021 - 282	Power Wash Plus All- Purpose Cleaner/Degreaser	<b>Shur-Az, Inc.</b> 871 High Street Central Falls, RI 02863	\$4,000.00	6/10/21 - 6/9/22		
2021 - 387	Motor Oil & Oil Filter Recycling	<b>Western Oil Inc.</b> One Duchess Way Lincoln, RI 02865	\$30,000.00	Date of award - 9/30/23	2	56 - 10
2021 - 391	Service Agreement HVAC Systems	<b>Honeywell</b> 65 Shawmut Road Canton, MA 02021	\$16,409.00	7/1/20 - 6/30/21		56 - 6

Continued next page

**COPY****PCR-93-21 (Sub A)**

<b>Bid #</b>	<b>Name</b>	<b>Vendor(s) Name/Address</b>	<b>Contract Award</b>	<b>Contract Period</b>	<b>Note</b>	<b>Code</b>
2022 - 027	Monthly Service & Maintenance for Composting Toilets	<i>Clivus New England, Inc.</i> PO Box 127 North Andover, MA 01845	\$5,000.00	9/1/21 - 8/31/22		
2019 - 019	Police & Fire Employees' Term Life Insurance	<i>RI Interlocal Risk Management Trust</i> 501 Wampanoag Tr., Ste. 301 E. Providence, RI 02915	\$34,521.60	7/1/21 - 10/31/22	3	6 - 12
2021 - 361	Purchase Horizontal Boring Piercing Tool	<i>Ferguson Enterprises LLC d/b/a Pollard Water</i> 709 City Center Blvd. Suite A101 Newport News, VA 23606	\$5,940.00			

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. **US Health Express Corp** Item's 158-161, 169, & 171 **Bound Tree Medical LLC** Item's 167, 174-175, 230, & 237-238.
2. Request permission to piggyback State MPA#495
3. Request permission to increase PCR-98-18 from \$66,420.00 to \$100,941.60 and extend from July 1, 2021 – October 31, 2022.

**Actions Taken**

1. **Bid 2022-031 Purchase Automated Side-Loader** **PCR-94-21**  
**Held 7/19/21**
2. **Bid 2022-032 Purchase Rear Loader Sanitation Vehicle** **PCR-95-21**  
**Held 7/19/21**

**Continued Next Page**

**COPY**

3. Bid 2022-048 Purchase 2022 or  
Newer Rolloff Refuse Vehicle

PCR-96-21  
Held 7/19/21

4. Bid 2022-035 Janitorial & Cleaning Supplies  
for the Fire Department

PCR-97-21 (Sub A)  
Amend Contract to add  
WB Mason as a vendor

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**Bid2022-043 HVAC Maintenance & Repair for Thayer & Warburton Arena**

- 2 bids received

**COPY**

CODE: 41-331 Thayer &amp; Warburton/ Building Maintenance

MANNER OF AWARD: \$50,000.00  
One year from date of award

RECOMMEND: Environmental Systems, Inc.

Arden Engineering Constructors, LLC  
505 Narragansett Park Drive  
Pawtucket, RI 02861

Environmental Systems, Inc. / RI Office  
6 Howard Ireland Drive / 2980 West Shore Road  
Attleboro, MA 02703 / Warwick/RI 02886

Item #	Description	Arden Engineering Constructors, LLC	Environmental Systems, Inc.
<b>A</b>	<b>Repair Service</b>		
<b>1</b>	<b>Hourly Labor Rate Mechanical Contractor Master "A" or Refrigeration Contractor Master Class I or Pipefitter Contractor Master Class I</b>		
	Normal Hours	\$129.00/hr.	\$125.00/hr.
	Overtime Hours	\$190.00/hr.	\$187.50/hr.
	Weekend & Holiday Hours	\$229.00/hr.	\$187.50/hr.
<b>2</b>	<b>Hourly Labor Rate Refrigeration-Journeyman Class I</b>		
	Normal Hours	\$129.00/hr.	\$125.00/hr.
	Overtime Hours	\$190.00/hr.	\$187.50/hr.
	Weekend & Holiday Hours	\$229.00/hr.	\$187.50/hr.
<b>3</b>	<b>Hourly Labor Rate Other (if needed)</b>	<i>Apprentice</i>	
	Normal Hours	\$99.00/hr.	
	Overtime Hours	\$146.00/hr.	
	Weekend & Holiday Hours	\$175.00/hr.	
<b>B</b>	<b>Parts</b>		
<b>1</b>	<b>Cost Plus %</b>	20%	20%

-106-



JUN 07 2021

CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**COPY**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works *EJE*

Date: June 3, 2021

Re: Bid2022-043 HVAC Maintenance & Repair for Thayer/Warburton Arenas

We have reviewed the two bids submitted and recommend award to Environmental Systems, Inc. as the lowest responsible bidder for maintenance and repairs at Thayer and Warburton Arenas. There is currently no bid in place. The new contract period will be date of award for one year. The recommended cap for this award is \$50,000.00 for one year.

(41-331 - \$50,000)

CODE: 66-340 Building Maintenance /Service Contracts	\$20,000.00
41-331 Thayer & Warburton Arena/Building Maintenance	\$ 5,000.00
42-331 McDermott Pool/Building Maintenance	\$ 5,000.00

### **SECTION 6-12**

Request permission to increase PCR-148-21  
from \$245,000.00 to \$275,000.00

#### **Bid2021-034 HVAC Maintenance & Repairs for City-Owned Buildings**

D. Larsen & Sons Inc.  
2 Huckleberry Ct.  
Warwick, RI 02888

Nexgen Mechanical, Inc.  
205 Hallene Rd. Unit 106  
Warwick, RI 02886

### **LAST ACTION TAKEN**

**Award (6-12):** PCR-148-21 approved November 16, 2021 in the amount of \$30,000.00. No change in contract period.

Contract Increase Requested: \$ 30,000.00  
Current Contract Award: \$245,000.00

Contract Period Requested: No change in contract period  
Current Contract Period: August 30, 2020 – August 29, 2022





CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**MAY 02 2022**

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Director of Public Works *EJE*

Date: April 29, 2022

Subj: Bid2021-034 HVAC Maintenance & Repair Services for City Buildings

The above was awarded by the City Council for HVAC repairs in City buildings in the amount of \$245,000, however, \$90,000 of this cap is specifically allotted to McDermott Pool. This department is requesting to increase the awarded amount with the current vendors, D Larsen and Sons and NexGen Mechanical. This bid currently expires August 29, 2022.

Please consider this memo a request for Sec. 6-12, alteration to contract, of the City Charter to increase the cap to \$275,000, an increase of \$30,000, for HVAC services of City buildings.

(66-340 - \$20,000)

(41-331 - \$5,000)

(42-331 - \$5,000)

## CITY OF WARWICK

## STATE OF RHODE ISLAND

## RESOLUTION OF THE CITY COUNCIL

11/15/2021

MEETING DATE: \_\_\_\_\_

R-21-141

NO: \_\_\_\_\_

APPROVED: \_\_\_\_\_

MAYOR

DATE: 11-16-21

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 240	Message Archiver Appliance & Support	<b>TBNG Consulting</b> 500 Boston Post Road Milford, CT 06460	\$5,174.22	11/1/21 - 10/31/22		56 - 6
2019 - 208	Network Connectivity	<b>Crown Castle Fiber</b> 235 Promenade St. Providence, RI 02908 <b>Cox Communications</b> Nine JP Murphy Hwy. W. Warwick, RI 02893	No monies requested	12/1/21 - 5/31/22	1	6 - 12
2019 - 209	Cox Managed Telephone Service	<b>Cox Communications</b> Nine JP Murphy Hwy. W. Warwick, RI 02893	No monies requested	12/1/21 - 5/31/22	2	6 - 12

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 202	Radar Calibrations & Repairs	<i>TMDE Calibration Labs, Inc.</i> 839 River Rd. Richmond, ME 04357	\$5,000.00	1/9/22 - 1/8/23		
2022 - 242	EDR Course Level 2 & Travel	<i>Institute of Police Technology &amp; Management University of North Florida</i> 12000 Alumni Drive Jacksonville, FL 32224 <i>Holiday Inn Express &amp; Suite Jacksonville Town Center</i> 10573 Brightman Blvd. Jacksonville, FL 32246 <i>Airfare Per Diem Miscellaneous</i>	<u>\$3,555.83</u>			56 - 6
2022 - 215	Structural Firefighting Helmets	<i>Fire Tech &amp; Safety</i> 100 Business Park Drive Tyngsborough, MA 01879	\$7,500.00	12/11/21 - 12/10/22		
2022 - 191	Floor Mats, Dry & Wet Mop Rental	<i>New England Industrial Uniform Rental Service, Inc.</i> 355 Union Street West Springfield, MA 01089	\$24,000.00	1/1/22 - 12/31/23		
2022 - 189	Heating Oil	<i>Roberts Energy, LLC</i> 237 Albany Street Springfield, MA 01105	\$15,000.00	1/15/22 - 1/14/23		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 034	HVAC Maintenance & Repairs for City-Owned Buildings	<i>D. Larsen &amp; Sons Inc.</i> 2 Huckleberry Ct. Warwick, RI 02888 <i>Nexgen Mechanical, Inc.</i> 205 Hallene Rd. Unit 106 Warwick, RI 02886	\$30,000.00		3	6 - 12
2021 - 172	State of RI Ice Melt Products	<i>Airwick Professional Products</i> 14 High Street Plainville, MA 02762	\$6,000.00	10/1/21 - 9/30/22	4	6 - 12
2022 - 241	State of RI Lamps, Ballasts & Related Electrical Supplies	<i>Northeast Electrical Distributors a Div of Sonepar</i> 50 Niantic Ave Providence, RI 02907 <i>Graybar Electric Company Inc.</i> 105 Business Park Dr. Ridgeland, MS 39157	\$4,000.00	Date of award - 12/31/21	5	56 - 10

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to Extend PCR-90-19 (Sub A) from December 1, 2021 through May 31, 2022
2. Request permission to Extend PCR-188-18 (Sub A) from December 1, 2021 through May 31, 2022
3. Request permission to increase PCR-97-21 (Sub A) from \$215,000.00 to \$245,000.00
4. Request permission to increase PCR-92-20 (Sub A) from \$4,000.00 to \$10,000.00 and Extend from October 1, 2021 through September 30, 2022. State MPA#460
5. Request permission to piggyback State MPA #347

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**SECTION 6-12**

Request permission to increase PCR-97-21 (Sub A) from \$215,000.00 to \$245,000.00

**Bid2021-034 HVAC Maintenance & Repairs for City-Owned Buildings**

D. Larsen & Sons Inc.  
2 Huckleberry Ct.  
Warwick, RI 02888

Nexgen Mechanical, Inc.  
205 Hallene Rd. Unit 106  
Warwick, RI 02886

**LAST ACTION TAKEN**

**Section 6-12:** PCR-97-21 (Sub A) approved July 22, 2021 in the amount of \$50,000.00. Contract period August 30, 2021 through August 29, 2022

Contract Increase:	\$ 30,000.00
Current Contract Award:	\$215,000.00

Contract Period Requested	No change in contract period
Current Contract Period	August 30, 2020 – August 29, 2022



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

NOV 01 2021

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**COPY**

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Director of Public Works *EJE*

Date: October 29, 2021

Subj: Bid2021-034 HVAC Maintenance & Repair Services for City Buildings

The above was awarded by the City Council for HVAC repairs in City buildings in the amount of \$215,000, however, \$90,000 of this cap is specifically allotted to McDermott Pool. This department is requesting to increase the awarded amount with the current vendors, D Larsen and Sons and NexGen Mechanical. This bid currently expires August 29, 2022.

Please consider this memo a request for Sec. 6-12, alteration to contract, of the City Charter to increase the cap to \$245,000, an increase of \$30,000, for HVAC services of City buildings.

(66-340 - \$30,000)

**SECTION 56-6**

**Bid2022-425 Purchase of RS45 Cylinders**

Comstar International Inc.  
20-47 128 Point St.  
College Point, NY 11356

Contract Award: \$28,000.00

Contract Period: One-time purchase



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**MAY 02 2022**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works *EJE*

Date: May 2, 2022

Subj: Comstar International, Inc.

The Public Works Department is requesting approval for the purchase of refrigerant for the Thayer/Warburton Arenas. This department has secured pricing from the manufacturer of the RS-45 which, while expensive, is more cost effective than purchasing through the HVAC vendor that will include a markup on the product.

Thayer Arena is currently closed for seasonal maintenance and repairs. The system for this rink suffered a substantial loss of refrigerant. These systems each hold 3,000 pounds to run properly and approximately 1,000 pounds were recovered from the system before it was lost. This arena is scheduled to re-open for July 5, 2022. This will not be realized without the proper level of refrigerant in the system.

Based on the information we have currently on the state of the compressors and being mindful of the youth and adults alike that are anticipated to and currently utilize the ice rinks, as well as generated revenue from these rentals, it is imperative that we have the tools to keep the compressors running. This purchase will allow the department to have the compressors running with the correct amount of refrigerant without stressing the function of the systems and causing mechanical breakdowns.

In order to keep the ice surfaces frozen and operable for upcoming programming, as well as the public, it is not in the best interest to delay this purchase for the aforementioned reasons. It should also be noted that this vendor is manufacturer of this material. Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Comstar International, Inc. for the purchase of (80) 24 pound cylinders of RS-45 in the amount of \$28,000.00. The City will save \$20,462.49 by purchasing the material directly form the manufacturer. Due to the volume requested, there is no additional fees for shipping. This request will be a one-time purchase and no contract period is required.

(41-331 - \$28,000)



## Moretti Christy L

---

**From:** Service <customerservice@comstarproducts.com>  
**Sent:** Tuesday, April 12, 2022 5:06 PM  
**To:** Moretti Christy L  
**Cc:** Orders  
**Subject:** [EXT] - Quote: RS-45 (R434a) Refrigerant

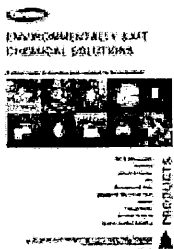
Hi:

Thanks for your inquiry for RS-45 (R434a) refrigerant. The current cost for a 24 lb disposable cylinder is \$350.00. We pay the freight for orders over 2 pallets (40 cylinders per pallet).

Thanks,



Click on Below for  
ComStar Catalog

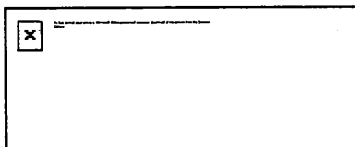


**Customer Service**  
**ComStar International Inc.**  
**20-47 128 Street**  
**College Point, NY 11356**  
**[www.Comstarproducts.com](http://www.Comstarproducts.com)**  
**Service: 800-328-0142**

**WE ACCEPT**



**From:** Inquiries <orders@comstarproducts.com>  
**Sent:** Tuesday, April 12, 2022 4:52 PM  
**To:** Orders <orders@comstarproducts.com>  
**Subject:** Contact Form



**Name** Christy Moretti

**Email** [christy.l.moretti@warwickri.com](mailto:christy.l.moretti@warwickri.com)

**Phone** City of Warwick- Thayer Arena

**Message**

**SECTION 6-12**

Request permission to increase PCR-10-22  
from \$10,000.00 to \$25,000.00

**Bid2022-261 Fertilizer, Liquid Weed Control & Lime**

SiteOne Landscape Supply  
1385 East 36<sup>th</sup> Street  
Cleveland, Ohio 44114

Seeton Turf Warehouse LLC d/b/a Noble Turf  
25 Roland Ave.  
Mt Laurel, NJ 08059

**LAST ACTION TAKEN**

**Award (Bid):** PCR-10-22 approved January 24, 2022 in the amount of \$10,000.00. Contract period  
March 5, 2022 – March 4, 2023.

Contract Increase Requested: \$15,000.00  
Current Contract Award: \$10,000.00

Contract Period Requested: No change in contract period  
Current Contract Period: March 5, 2022 – March 4, 2023



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

MAY 04 2022

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Director of Public Works *EJE*

Date: April 29, 2022

Subj: Bid2022-261 Fertilizer, Liquid Weed Control & Lime

The above was awarded by the City Council in the amount of \$10,000 for the purchase of fertilizer and associated products for outdoor facilities. This department has nearly expended that amount. This request is to increase the cap amount as there is a significant amount of area to cover with upcoming seasonal applications. The vendors are Site One and Noble Turf.

Please accept this memo as a request for Sec. 6-12, Alteration to Contract, of the City Charter to increase the original cap by \$15,000, from \$10,000 to \$25,000. This bid does not expire until March 4, 2023.

(70-340 - \$15,000)

**COPY**

## CITY OF WARWICK

## STATE OF RHODE ISLAND

## RESOLUTION OF THE CITY COUNCIL

1/19/22

MEETING DATE: \_\_\_\_\_

NO: \_\_\_\_\_ R-22-14 \_\_\_\_\_

APPROVED:  MAYORDATE: 1-24-22

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 261	Fertilizer, Liquid Weed Control & Lime	<i>SiteOne Landscape Supply</i> 1385 East 36 <sup>th</sup> Street Cleveland, Ohio 44114 <i>Seeton Turf Warehouse LLC d/b/a Noble Turf</i> 25 Roland Ave. Mt Laurel, NJ 08059	\$10,000.00	3/5/22 - 3/4/23		

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**Bid2022-261 Fertilizer, Liquid Weed Control & Lime**

**COPY**

- 2 bids received

CODE: 70-281 Field Maintenance/Maintenance Materials

MANNER OF AWARD: 10,000.00  
March 5, 2022 – March 4, 2023

RECOMMEND: SiteOne Landscape Supply  
Seeton Turf Warehouse LLC d/b/a Noble Turf

---

SiteOne Landscape Supply  
1385 East 36<sup>th</sup> Street  
Cleveland, Ohio 44114

Seeton Turf Warehouse LLC d/b/a Noble Turf  
25 Roland Ave.  
Mt Laurel, NJ 08059

**Pricing as follows**

Item #	Description	SiteOne	Noble Turf
1	<b>Fertilizer/Herbicide Pre Emergent Crabgrass Control Dimension 0.15% 24-0-11 30% Slow Release Nitrogen 50 lb.</b>		
	Additional Info		18-00-04, .164 Dimension, 25%NS-54 MOP 215SGN
	Brand	Lesco	Andersons
	Unit Size	50lbs	50lbs
	Unit Price Delivered	\$37.83	\$25.95
	Unit Price Pickup	\$37.83	
2	<b>Fertilizer with Post Emergent Weed control 18-0-4 Lockup 30% Slow Release 50 lb</b>		
	Additional Info	Lesco Lockup Extra 2 18-0-4 30%	16-00-09 1.43% Surge 25% NS-52 150sgn
	Brand	Lesco	Andersons
	Unit Size	50lbs	40lbs
	Unit Price Delivered	\$33.18	\$31.25
	Unit Price Pickup	\$33.18	
3	<b>Turfacer Gamesaver Drying Agent Wet areas 50 lb.</b>		
	Additional Info	Lesco Turfacer Gamesaver	
	Brand	Lesco	Turfacer
	Unit Size	50lbs	50lbs
	Unit Price Delivered	\$14.99	\$15.99
	Unit Price Pickup	\$14.99	
4	<b>Fertilizer 25-0-6 50% PolyPlus 5%Fe 50 lb.</b>		
	Additional Info		22-00-05, 50% UFLEXX 3% FE 215sgn
	Brand	Lesco	Hydro Kirby
	Unit Size	50lbs	50lbs
	Unit Price Delivered	\$29.04	\$21.50
	Unit Price Pickup	\$29.04	
5	<b>AMP XC Granular 50 lb.</b>		
	Additional Info	AMP XC Pelletized Limestone 0.4 Fe	Hi Cal Lime
	Brand	AMP XC	Pro Select
	Unit Size	50lbs	50lbs
	Unit Price Delivered	\$16.11	\$8.75
	Unit Price Pickup	\$16.11	

Continued next page

Item #	Description	SiteOne	Noble Turf
6	Guide Line Athletic Field Marker Chalk White 50 lb		
	Additional Info		
	Brand	Old Castle	Lime Marking Sports
	Unit Size	50lbs	50lbs
	Unit Price Delivered	\$5.91	\$8.99
	Unit Price Pickup	\$5.91	
7	Fertilizer/Insecticide Merit 0.2% 20-0-5 50% PolyPlus 2% Fe 50 lb.		
	Additional Info		21-00-04, .2 Merit 50% UFLEXX MOP 215sgn
	Brand	Lesco	Nutrite
	Unit Size	50lbs	50lbs
	Unit Price Delivered	\$35.11	\$30.99
	Unit Price Pickup	\$35.11	
8	Momentum liquid weed control - 2.5 gallon containers		
	Additional Info	Lesco Momentum 4-Score	Tetra (2,4-D, Fluroxypry, Triclopry, Flumioxazin)
	Brand	Lesco	Armor Tech
	Unit Size	2.5 gal	2.5 gal
	Unit Price Delivered	\$187.16	\$154.88
	Unit Price Pickup	\$187.16	
9	Turfacer All Sport Soil Conditioner Infields 50 lb.		
	Additional Info	Lesco Turfacer Allsport	
	Brand	Lesco	Turfacer
	Unit Size	50lbs	
	Unit Price Delivered	\$14.99	\$17.50
	Unit Price Pickup	\$14.99	
10	Bed Weed Control - Treflan 5G		
	Additional Info	Lesco Thfheralin 5G	DG Pro
	Brand	Lesco	Andersons
	Unit Size	40lbs	40lbs
	Unit Price Delivered	\$35.07	\$29.50
	Unit Price Pickup	\$35.07	

VENDORS CONFIRMED Fertilizer

Bid2022-XXX Fertilizer, Liquid Weed Control & Lime						
The following vendors were sent specifications						
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL	
Central Nurseries	1155 Atwood Ave.	Johnston	RI	02919	office@centralnurseries.com;barry@ce ntralnurseries.com	
Central Turf & Irrigation Supply	129 Chestnut St	Warwick	RI	02888	marketing@centraltis.com	
E.J. Prescott	38 Albion Rd.	Lincoln	RI	02865	Jack.blade@ejprescott.com;Jason.norm andin@ejprescott.com	
Samuel Kinder & Brothers, Inc.	315 Hope St.	Bristol	RI	02809	kinderbro@juno.com	
Shalvey Bros. Landscape, Inc.	Six Echo Dr.	Warwick	RI	02886	shalvland@aol.com	
SiteOne	40 Illinois Ave	Warwick	RI	02888	PRusiloski@siteone.com	
SiteOne Landscape Supply	1385 East 36th St.	Cleveland	OH	44114	bids@siteone.com	
Stateline Irrigation Supply	197R Chestnut St.	Warwick	RI	02888	adams@statelineirrigationsupply.com;l pereira@statelineis.com	
Tru-Green	30 Access Rd.	Warwick	RI	02886	paulhazard@trugreenmail.com	
Vineyard Road Garden Supply	303 Vineyard Rd.	Warwick	RI	02889	Mic.nic@cox.net	
Yard Works, Inc.	1309 Warwick Ave.	Warwick	RI	02888	ywl@yardworksincl.com	

COPY





CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**COPY**

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Public Works Director *EE*

Date: December 16, 2021

Subj: Bid2022-261 Fertilizer, Liquid Weed Control & Lime

We have reviewed the two bids submitted for the above and recommend award to Seeton Turf (Noble Turf) and Site One Landscape Supply as the overall lowest bidder for the purchase of fertilizer, weed control, chalk, soil conditioner and lime. This request for both bidders is to avoid any delays in obtaining the materials should there be a shortage or shipping issue.

The current bid expires on March 4, 2022. The new contract period will be March 5, 2022 to March 4, 2023. The recommended cap is \$10,000.00 for a one-year period.

(70-281 - \$10,000)

**SECTION 6-12**

Request permission to increase PCR-26-22 (Sub A) from \$5,000.00 to \$15,000.00  
And Extend from April 1, 2022 through May 31, 2022

**Bid2022-335 State of RI Plumbing Services**

Barlows Plumbing & Well Sys Inc.  
PO Box 600  
North Scituate, RI 02857

Fleet Plumbing & Heating Inc.  
PO Box 266  
North Scituate, RI 02857

AZ Corp.  
PO Box 370  
46 Norwich Westerly Rd.  
North Stonington, CT 06359

Atlantic Control Systems Inc  
PO Box 313  
Exeter, RI 02822

**LAST ACTION TAKEN**

**Award (56-10):** PCR-26-22 (Sub A) approved February 25, 2022 in the amount of \$5,000.00. Contract period February 25, 2022 – March 31, 2022.

Contract Increase Requested: \$10,000.00  
Current Contract Award: \$ 5,000.00

Contract Period Requested: April 1, 2022 – May 31, 2022  
Current Contract Period: February 25, 2022 – March 31, 2022



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**MAY 02 2022**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works *EJE*

Date: May 2, 2022

Subj: MPA #40 – State bid –Plumbing Services, Maintenance and Repairs

The State of Rhode Island has awarded the above to Barlow's Plumbing & Well Systems, Inc., Fleet Plumbing & Heating, Inc. and AZ Corp for plumbing maintenance, repair and installation. The Department of Public Works would also like to add Atlantic Control System, Inc. This was awarded under Bid 2022-335, expiring March 31, 2022. The State has extended the contract until May 31, 2022. This request is for any repair or emergencies that may arise in City buildings and properties that cannot be performed by City personnel.

Further, this request also includes work that is necessary at the police station in the jail cells. There are several sanitary units in the cell blocks that are not functioning and subsequently the cells cannot be utilized. The additional requested vendor is utilized by the State of Rhode Island at the ACI for their cell block issues that are the same as the ones installed at the police department. There are standards that the Police Department must follow pursuant to the CALEA standard 72.2.1 for detainees in their custody. If these standards are not maintained, the department jeopardizes their accreditation status.

Please accept this memo as a request for Sec. 6-12 of the City Charter to alter Bid2022-335 for Plumbing Services, Maintenance and Repairs to extend the expiration and increase the cap by \$10,000, from \$5,000, to accommodate the necessary work at the Police Station. The adjusted cap is \$15,000.00 for the contract period from March 31, 2022 and expiring on May 31, 2022.

(66-340 - \$10,000)

# Notice of Contract Purchase Agreement



State Of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

V E N D O R	ATLANTIC CONTROL SYSTEMS INC PO BOX 313 EXETER, RI 02822-0503 United States
----------------------------	--------------------------------------------------------------------------------------

S H I P  T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
--------------------------------	---------------------------------------------------------------------------------

MPA# 40 - Plumbing Services, Maintenance and Repairs	
Award Number	3608686
Revision Number	8
Effective Period	16-FEB-2019 - 31-MAY-2022
Approved PO Date	05-APR-2022
Vendor Number	869-iSupplier

Type of Requisition	*OTHER
Requisition Number	N/A
Change Order Requisition Number	
Solicitation Number	7596588
Freight	Paid
Payment Terms	NET 30
Buyer	Righter, Maxwell
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CHANGE TO PO# 3608686

DATE CHANGE:

FROM: 02/16/19 - 03/31/2022

TO: 02/16/19 - 05/31/2022

TIME TO REAWARD NEW BID

INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a>
REGISTRATION REQUIREMENTS
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>

STATE PURCHASING AGENT
 Nancy R. McIntyre

## CITY OF WARWICK

## STATE OF RHODE ISLAND

## RESOLUTION OF THE CITY COUNCIL

2/23/2022

MEETING DATE: \_\_\_\_\_

NO: \_\_\_\_\_ R-22-26 \_\_\_\_\_

APPROVED:  \_\_\_\_\_ MAYORDATE: 2-25-22

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 286A	City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel	<b>Roberts Energy</b> 237 Albany St. Springfield, MA 01105	\$850,000.00 <b>DPW</b>	4/10/22 - 4/9/23		
2022 - 286B	City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel	<b>Santa Buckley Energy</b> 154 Admiral Street Bridgeport, CT 06601	\$200,000.00 <b>FIRE</b>	4/10/22 - 4/9/23		
2022 - 286C	City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel	<b>Roberts Energy</b> 237 Albany St. Springfield, MA 01105	\$340,000.00 <b>POLICE</b>	4/10/22 - 4/9/23		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2019 - 208	Network Connectivity	<i>Cox Communications</i> Nine JP Murphy Hwy. W. Warwick, RI 02893 <i>Fibertech Holdings Corp (Crowne Castle International Corp.)</i> 300 Meridian Centre Rochester, NY 14618	\$142,400.00	6/1/22 - 6/30/22	1	6 - 12
2021 - 068	Collection Services for Taxes & Rescue Fees	<i>Rossi Law Offices, Ltd</i> 28 Thurber Blvd. Smithfield, RI 02917	No monies requested	7/1/22 - 6/30/24	2	6 - 12
2022 - 301	Various Portable Radio Batteries	<i>Cyber Communications, Inc.</i> 90 Colorado Avenue Warwick, RI 02888 <i>Global Technology Systems</i> 550 Cochituate Road Framingham, MA	\$10,000.00	3/22/22 - 3/21/24	3	
2022 - 324	SMS Magnet License Renewal	<i>Magnet Forensics</i> 2250 Corporate Park Drive, Suite 130 Herndon, VA 20171	\$4,600.00	5/1/22 - 4/30/23		56 - 6
2022 - 164B	Original Equipment Manufacturers' Parts for Various Police Vehicles	<i>Factory Motor Parts</i> 45 Dietsch Blvd. North Attleboro, MA 02760	(Inclusive of 2022-164A & 2022- 164B)	11/18/21 - 11/17/22		56 - 6
2022 - 337	Repair to Rescue - 12	<i>Allegiance Trucks</i> 2181 Providence Highway Walpole, MA 02081	\$19,705.49			56 - 6

Continued next page

PCR-26-22 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2023 - 004	Independence Day Fireworks Display	<i>Central Maine Pyrotechnics</i> P.O Box 322 Hallowell, ME 04347	\$14,000.00			
2023 - 005	National Night Out Fireworks Display	<i>Central Maine Pyrotechnics</i> P.O Box 322 Hallowell, ME 04347	\$8,000.00			
2022 - 308	Gaspee Day Fireworks Display	<i>Central Maine Pyrotechnics</i> P.O Box 322 Hallowell, ME 04347	\$7,750.00			
2021 - 363	Repairs to Compressor Equipment Thayer/Warburton	<i>Environmental Systems, Inc.</i> 6 Howard Ireland Dr. Attleboro, MA 02703	\$30,000.00		4	6 - 12
2022 - 302	Cement Concrete Mixes & Controlled Low Strength Materials (CLSM) "Flowable Fill"	<i>Cardi Materials, LLC</i> 400 Lincoln Ave. Warwick, RI 02888 <i>RI Ready Mix, LLC</i> 35 Stilson Road Richmond, RI 02898	\$8,000.00	4/2/22 - 4/1/23		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 335	State of RI Plumbing Services	<b>Barlows Plumbing &amp; Well Sys Inc.</b> PO Box 600 North Scituate, RI 02857 <b>Fleet Plumbing &amp; Heating Inc.</b> PO Box 266 North Scituate, RI 02857 <b>AZ Corp.</b> PO Box 370 46 Norwich Westerly Rd. North Stonington, CT 06359	\$5,000.00	Date of award - 3/31/22	5	56 - 10
2022 - 354	Utilize Waste Management Transfer Station	<b>Waste Management</b> 26 Patriot Place Suite 300 Foxborough, MA 02035	\$150,000.00	One year from date of award		56 - 6

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to Extend PCR-142-21 from June 1, 2022 through June 30, 2022 and increase from \$892,734.48 to \$1,035,134.48.
2. Request permission to Extend PCR-71-20 from July 1, 2022 through June 30, 2024.
3. Award Cyber Communications, Inc (Items # 1-7) Global Technology Systems (Items # 8-11)
4. Request permission to Increase PCR-134-21 (Sub A) from \$210,000.00 to \$240,000.00
5. Request permission to piggyback State MPA#40

**Actions Taken:**

**Bid2022-333 Flock Automatic License Plate Readers**

**PCR-27-22  
Held 5/16/22**

**Bid2022-336 Repair to Rescue - 2**

**PCR-28-22  
Held 3/7/22**

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**



**SECTION 56-10**

Request permission to piggyback State MPA#40

**Bid2022-335 State of RI Plumbing Services**

Barlows Plumbing & Well Sys Inc.  
PO Box 600  
North Scituate, RI 02857

Fleet Plumbing & Heating Inc.  
PO Box 266  
North Scituate, RI 02857

AZ Corp.  
PO Box 370  
46 Norwich Westerly Rd.  
North Stonington, CT 06359

Contract Award: \$5,000.00

Contract Period: Date of award – March 31, 2022

FEB 8 8 2022



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**COPY**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works *EJE*

Date: February 7, 2022

Subj: MPA #40 – State bid –Plumbing Services, Maintenance and Repairs

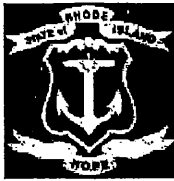
The State of Rhode Island has awarded the above to Barlow's Plumbing & Well Systems, Inc., Fleet Plumbing & Heating, Inc. and AZ Corp for plumbing maintenance, repair and installation. The Department of Public Works would like to do the same. This request is for any repair or emergencies that may arise in City buildings and properties that cannot be performed by City personnel.

Please accept this memo as a request for Sec. 56-10 of the City Charter to piggyback State bid MPA #40 for Plumbing Services, Maintenance and Repairs. The requested cap is \$5,000.00 for the contract period from date of award and expiring on March 31, 2022.

(66-340 - \$5,000)

# Notice of Contract Purchase Agreement

**COPY**



State Of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

V E N D O R	BARLOWS PLUMBING & WELL SYS INC PO BOX 600 NORTH SCITUATE, RI 02857-0600 United States
----------------------------	-------------------------------------------------------------------------------------------------

S H I P  T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
--------------------------------	---------------------------------------------------------------------------------

MPA# 40 - Plumbing Services, Maintenance and Repairs	
Award Number	3608687
Revision Number	4
Effective Period	16-FEB-2019 - 31-MAR-2022
Approved PO Date	28-DEC-2021
Vendor Number	13218-iSupplier

Type of Requisition	*OTHER
Requisition Number	N/A
Change Order Requisition Number	
Solicitation Number	7596588
Freight	Paid
Payment Terms	NET 30
Buyer	Righter, Maxwell
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CHANGE TO PO# 3608687

## DATE CHANGE:

FROM: 02/16/19 - 12/31/2021  
TO: 02/16/19 - 03/31/2022

## REASON/JUSTIFICATION:

TO ALLOW AWARD FOR NEW CONTRACTS

Reference Documents: Barlow MPA 40 Bid Sheet.pdf

<b>INVOICE TO</b>
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a>
<b>REGISTRATION REQUIREMENTS</b>
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>

<b>STATE PURCHASING AGENT</b>
Nancy R. McIntyre



State of Rhode Island  
**Division of Purchases**  
DEPARTMENT OF ADMINISTRATION

Helpful Tips:  
Vendor data entry areas are shaded yellow

**COPY**

**BID SHEET**

#7596588

MPA #40 - Plumbing Services, General Repairs / Maintenance

OPENING DATE 10/10/2018 at 11:00 am (EST)

The Rhode Island Department of Administration/Division of Purchases is soliciting quotes from qualified vendors to provide general repairs, emergency repairs, and maintenance to plumbing systems statewide.

**Vendor Name:**

**Barlow's Plumbing and Well System's, Inc.**

Line	Item Description	Annual Estimated Quantity	Unit	Unit Price 1/1/2019 - 12/31/2019	Unit Price (Option Year) 1/1/2019 - 12/31/2020	Unit Price (Option Year) 1/1/2019 - 12/31/2021
1	Regular Hourly Rate for Plumber on the Job	4,000	Hour	71.49	71.49	71.49
2	Overtime Hourly Rate for Plumber on the Job	200	Hour	107.24	107.24	107.24
3	Regular Hourly Rate for Apprentice on the Job, if Authorized by the Agency	300	Hour	71.49	71.49	71.49
4	Overtime Hourly Rate for Apprentice on the Job, if Authorized by the Agency	1	Hour	107.24	107.24	107.24
5	Bucket Truck Rates with Operator: Hourly (Str	50	Hour			
6	Bucket Truck Rates with Operator: Daily	100	Day			
7	Bucket Truck Rates with Operator: Weekly	25	Week			
8	Bucket Truck Rates with Operator: Monthly	1	Month			
9	Equipment Operator: Hourly	75	Hour			
10	Equipment Operator: Daily	1	Day			
11	Equipment Operator: Weekly	1	Week			
12	Equipment Operator: Monthly	1	Month			
13	Digger/Derrick Truck: Hourly	25	Hour			
14	Digger/Derrick Truck: Daily	1	Day			
15	Digger/Derrick Truck: Weekly	1	Week			
16	Digger/Derrick Truck: Monthly	1	Month			
17	Crane: Hourly	1	Hour			
18	Crane: Daily	1	Day			
19	Crane: Weekly	1	Week			
20	Crane: Monthly	1	Month			
21	Backhoe: Hourly	1	Hour			
22	Backhoe: Daily	1	Day			
23	Backhoe: Weekly	1	Week			
24	Backhoe: Monthly	1	Month			
25	Compressor 185 CFM: Hourly	1	Hour			
26	Compressor 185 CFM: Daily	1	Day			
27	Compressor 185 CFM: Weekly	1	Week			
28	Compressor 185 CFM: Monthly	1	Month			
29	Generator (Site Work Only): Hourly	1	Hour			
30	Generator (Site Work Only): Daily	1	Day			
31	Generator (Site Work Only): Weekly	1	Week			
32	Generator (Site Work Only): Monthly	1	Month			
33	Pump: Hourly	1	Hour			
34	Pump: Daily	1	Day			
35	Pump: Weekly	1	Week			
36	Pump: Monthly	1	Month			
37	1/1/2019 - 12/31/2021 Parts at Manufacturer's List Price Less %		Percent			

# Notice of Contract Purchase Agreement

**COPY**



State Of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

V E N D O R	<b>FLEET PLUMBING &amp; HEATING INC</b> PO BOX 266 NORTH SCITUATE, RI 02857-0266 United States
----------------------------	---------------------------------------------------------------------------------------------------------

S H I P  T O	<b>MASTER PRICE AGREEMENT</b> <b>SEE BELOW</b> <b>RELEASE AGAINST, RI MPA</b> United States
--------------------------------	------------------------------------------------------------------------------------------------------

MPA# 40 - Plumbing Services, Maintenance and Repairs	
Award Number	<b>3613106</b>
Revision Number	<b>4</b>
Effective Period	<b>05-MAR-2019 - 31-MAR-2022</b>
Approved PO Date	<b>28-DEC-2021</b>
Vendor Number	<b>35475-iSupplier</b>

Type of Requisition	<b>*OTHER</b>
Requisition Number	<b>N/A</b>
Change Order Requisition Number	
Solicitation Number	<b>7596588</b>
Freight	<b>Paid</b>
Payment Terms	<b>NET 30</b>
Buyer	<b>Righter, Maxwell</b>
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CHANGE TO PO# 3613106

DATE CHANGE:

FROM: 02/16/19 - 12/31/2021

TO: 02/16/19 - 03/31/2022

REASON/JUSTIFICATION:

TO ALLOW AWARD FOR NEW CONTRACTS

Reference Documents: Fleet MPA 40 Bid Sheet.pdf

<b>INVOICE TO</b>
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a>
<b>REGISTRATION REQUIREMENTS</b>
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>

<b>STATE PURCHASING AGENT</b>
Nancy R. McIntyre

State of Rhode Island  
Division of Purchases  
DEPARTMENT OF ADMINISTRATION

Helpful Tip:  
Vendor data entry areas are shaded yellow.

**BID SHEET**  
#7596588  
MPA 840 - Plumbing Services, General Repairs / Maintenance  
OPENING DATE 10/10/2018 at 11:00 am (EST)

The Rhode Island Department of Administration/Division of Purchases is soliciting quotes from qualified vendors to provide general repairs, emergency repairs, and maintenance to plumbing systems statewide.

Vendor Name: Fleet Plumbing & Heating, Inc

Line	Item Description	Annual Estimated Quantity	Unit	Unit Price 1/1/2019 - 12/31/2019	Unit Price (Option Year) 1/1/2019 - 12/31/2020	Unit Price (Option Year) 1/1/2019 - 12/31/2021
1	Regular Hourly Rate for Plumber on the Job	4,000	Hour	90.00	90.00	90.00
2	Overtime Hourly Rate for Plumber on the Job	200	Hour	135.00	135.00	135.00
3	Regular Hourly Rate for Apprentices on the Job, if Authorized by the Agency	300	Hour	90.00	90.00	90.00
4	Overtime Hourly Rate for Apprentices on the Job, if Authorized by the Agency	1	Hour	135.00	135.00	135.00
5	Bucket Truck Rates with Operator: Hourly (St	50	Hour			
6	Bucket Truck Rates with Operator: Daily	100	Day			
7	Bucket Truck Rates with Operator: Weekly	25	Week			
8	Bucket Truck Rates with Operator: Monthly	1	Month			
9	Equipment Operator: Hourly	75	Hour			
10	Equipment Operator: Daily	1	Day			
11	Equipment Operator: Weekly	1	Week			
12	Equipment Operator: Monthly	1	Month			
13	Digger/Derrick Truck: Hourly	25	Hour			
14	Digger/Derrick Truck: Daily	1	Day			
15	Digger/Derrick Truck: Weekly	1	Week			
16	Digger/Derrick Truck: Monthly	1	Month			
17	Crane: Hourly	1	Hour			
18	Crane: Daily	1	Day			
19	Crane: Weekly	1	Week			
20	Crane: Monthly	1	Month			
21	Backhoe: Hourly	1	Hour			
22	Backhoe: Daily	1	Day			
23	Backhoe: Weekly	1	Week			
24	Backhoe: Monthly	1	Month			
25	Compressor 185 CFM: Hourly	1	Hour			
26	Compressor 185 CFM: Daily	1	Day			
27	Compressor 185 CFM: Weekly	1	Week			
28	Compressor 185 CFM: Monthly	1	Month			
29	Generator (Site Work Only): Hourly	1	Hour			
30	Generator (Site Work Only): Daily	1	Day			
31	Generator (Site Work Only): Weekly	1	Week			
32	Generator (Site Work Only): Monthly	1	Month			
33	Pump: Hourly	1	Hour			
34	Pump: Daily	1	Day			
35	Pump: Weekly	1	Week			
36	Pump: Monthly	1	Month			
37	1/1/2019 - 12/31/2021 Parts at Manufacturer's List Price Less %		10% Percent			

**COPY**

# Notice of Contract Purchase Agreement

**COPY**



State Of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860

V E N D O R	AZ CORP PO BOX 370 46 NORWICH WESTERLY RD NORTH STONINGTON, CT 06359-1712 United States
----------------------------	-----------------------------------------------------------------------------------------------------

S H I P  T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
--------------------------------	---------------------------------------------------------------------------------

MPA# 40 - Plumbing Services, Maintenance and Repairs	
Award Number	3646760
Revision Number	4
Effective Period	18-SEP-2019 - 31-MAR-2022
Approved PO Date	07-JAN-2022
Vendor Number	20313-iSupplier

Type of Requisition	*OTHER
Requisition Number	N/A
Change Order Requisition Number	
Solicitation Number	7596588
Freight	Paid
Payment Terms	NET 30
Buyer	Righter, Maxwell
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

CHANGE TO PO# 3646760

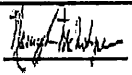
DATE CHANGE:

FROM: 02/16/19 - 12/31/2021  
TO: 02/16/19 - 03/31/2022

REASON/JUSTIFICATION:  
TO ALLOW AWARD FOR NEW CONTRACTS

Reference Documents: AZ\_BIDSHEET-7596588\_MPA4

<b>INVOICE TO</b>
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : <a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a>
<b>REGISTRATION REQUIREMENTS</b>
IMMEDIATE VENDOR ACTION REQUIRED: ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>

<b>STATE PURCHASING AGENT</b>
 Nancy R. McIntyre

# COPY

State of Rhode Island Division of Purchases DEPARTMENT OF ADMINISTRATION		Helpful Tips: Vendor data entry areas are shaded yellow				
<b>BID SHEET</b> #7596588 MPA #40 - Plumbing Services, General Repairs / Maintenance OPENING DATE 10/10/2018 at 11:00 am (EST)		The Rhode Island Department of Administration/Division of Purchases is soliciting quotes from qualified vendors to provide general repairs, emergency repairs, and maintenance to plumbing systems statewide.				
Vendor Name:		A/Z Corporation				
Line	Item Description	Annual Estimated Quantity	Unit	Unit Price 1/1/2019 - 12/31/2019	Unit Price (Option Year) 1/1/2019 - 12/31/2020	Unit Price (Option Year) 1/1/2019 - 12/31/2021
1	Regular Hourly Rate for Plumber on the Job	4,000	Hour	102.81	105.89	109.07
2	Overtime Hourly Rate for Plumber on the Job	200	Hour	130.87	134.79	138.84
3	Regular Hourly Rate for Apprentice on the Job, if Authorized by the Agency	300	Hour	77.81	80.14	104.19
4	Overtime Hourly Rate for Apprentice on the Job, if Authorized by the Agency	1	Hour	92.81	95.59	98.46
5	Bucket Truck Rates with Operator: Hourly (Str	50	Hour			
6	Bucket Truck Rates with Operator: Daily	100	Day			
7	Bucket Truck Rates with Operator: Weekly	25	Week			
8	Bucket Truck Rates with Operator: Monthly	1	Month			
9	Equipment Operator: Hourly	75	Hour			
10	Equipment Operator: Daily	1	Day			
11	Equipment Operator: Weekly	1	Week			
12	Equipment Operator: Monthly	1	Month			
13	Digger/Derrick Truck: Hourly	25	Hour			
14	Digger/Derrick Truck: Daily	1	Day			
15	Digger/Derrick Truck: Weekly	1	Week			
16	Digger/Derrick Truck: Monthly	1	Month			
17	Crane: Hourly	1	Hour			
18	Crane: Daily	1	Day			
19	Crane: Weekly	1	Week			
20	Crane: Monthly	1	Month			
21	Backhoe: Hourly	1	Hour			
22	Backhoe: Daily	1	Day			
23	Backhoe: Weekly	1	Week			
24	Backhoe: Monthly	1	Month			
25	Compressor 185 CFM: Hourly	1	Hour			
26	Compressor 185 CFM: Daily	1	Day			
27	Compressor 185 CFM: Weekly	1	Week			
28	Compressor 185 CFM: Monthly	1	Month			
29	Generator (Site Work Only): Hourly	1	Hour			
30	Generator (Site Work Only): Daily	1	Day			
31	Generator (Site Work Only): Weekly	1	Week			
32	Generator (Site Work Only): Monthly	1	Month			
33	Pump: Hourly	1	Hour			
34	Pump: Daily	1	Day			
35	Pump: Weekly	1	Week			
36	Pump: Monthly	1	Month			
37	1/1/2019 - 12/31/2021 Parts at Manufacturer's List Price Less %		Percent			



**Bid2022-405 Waterborne Traffic Paint**

- 2 Bids Received

CODE: 63-227 Highway/Supplies-Traffic Safety

MANNER OF AWARD: \$10,000.00  
One year from date of award

RECOMMEND: K5 Corporation

Ozark Material, LLC  
591 Glendale Ave.  
Greenville, AL 36037

K5 Corporation  
9 Rockview Way  
Rockland, MA 02370

Description	Ozark Material	K5 Corporation
<b>PRICE PER FIVE (5) GALLON PAIL</b>		
Premium White	\$104.95	\$90.75
White	\$94.95	\$89.75
Yellow	\$99.95	\$89.75
Blue	\$94.95	\$89.75
<b>DELIVERED PRICE PER FIVE (5) GALLON PAIL</b>		
Premium White	\$104.95	\$93.75
White	\$94.95	\$92.75
Yellow	\$99.95	\$92.75
Blue	\$94.95	\$92.75

## TRAFFIC PAINT

Traffic PAINT							
These were the vendors sent specifications for this bid.							
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL		
FRANKLIN PAINT	259 COTTAGE ST	FRANKLIN	MA	02038	contact@franklinpaint.com		
ENNIS FLINT	4161 Piedmont Pkwy Suite 370	GREENBORO	NC	27410	DBRADFORD@ENNISFLINT.COM		
ITHERM	5100 Westheimer Rd., Suite 200	HOUSTON	TX	77056			
PPG PAINT STORE	225 METRO CENTER BLVD	WARWICK	RI	02886	PAF9471@ppg.com		
SHERWIN WILLIAMS	77 WALNUT ST	WARWICK	RI	02888	richard.staley@sherwin.com		



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

MAY 04 2022

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Public Works Director *EJE*

Date: April 26, 2022

Subj: Bid2022-405 Waterborne Traffic Paint

Please be advised that we have reviewed the two bids submitted for the above and recommend award to K5 Corporation as the lowest bidder for the purchase of traffic paint as needed by the department. Based on the pricing submitted, the requested cap is \$10,000 for a one-year period. There is no current bid in place. This contract will be one year from date of award.

(63-227 - \$10,000)

**SECTION 56-6**

**Bid2023-038 Vehicle Tracking Subscription**

Verizon Connect NWF, Inc.  
9868 Scranton Rd.  
San Diego, CA 92121

Contract Award: \$3,183.60

Contract Period: July 1, 2022 – June 30, 2023



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

MAY 04 2022

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works *EJE*

Date: April 25, 2022

Subj: Verizon Connect

The Department of Public Works is requesting to utilize a government pricing contract for GPS tracking through Sourcewell Cooperative Purchasing. This request is for an initial installation and use on fourteen (14) Sanitation vehicles. The price is \$18.95 per month per vehicle. GPS tracking will allow the department to better serve the residents of Warwick by determining better routes, locating vehicles that require road calls for service and which vehicle to send for issues should there be a problem with curbside pickup. This program will also track speed and mileage that will allow the Automotive Division to better administer preventative maintenance.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Verizon Connect, under Sourcewell Contract No. 0202216-NWF in the amount of \$3,183.60 for one year of this service beginning July 1, 2022.

(68-375 -\$3,183.60)

**verizon<sup>✓</sup>  
connect**

GENERAL INFORMATION					
Order Date: April 22, 2022		Customer Reference Number:		VCF Salesperson Name: Timothy Rodrick	Region: CA
Company Name: City of Warwick, RI - Department of Public Works			Officer or Owner: Eric Earls		Telephone: (401) 378-7392
Address (Mailing or Invoicing Address): 925 SANDY LN			Officer/Owner Email Address: eric.j.earls@warwickri.com		Cell Phone:
City: WARWICK		State: RI	Zip Code: 02889-8068	Installation Contact if other than Officer/Owner:	Telephone:
Please advise your VCF scheduler if there are multiple shipping or installation addresses				Accounts Payable Contact, if other than Officer/Owner:	Telephone:
				Email:	

QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
14	Vehicle Tracking Subscription	18.95 USD	265.30 USD
14	Engine Connect Data Subscription	0.00 USD	0.00 USD

		TOTAL MONTHLY AMOUNT		265.30 USD	
<b>Agreement Length:</b> 12 Months from the Subscription Start Date. The "Subscription Start Date" is the earlier of (i) the date of installation of any Equipment or (ii) 90 days from the execution of the Services Order Form. Billing for each ordered subscription shall start at the earlier of (i) the date of installation of the applicable Equipment or (ii) 90 days from the execution of this Services Order Form.		Excludes Applicable Taxes and Fees			

QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE
	<b>Total One-Time Fees</b>		<b>0.00 USD</b>
	<b>COVERT INSTALLATION: Unknown</b>		<b>EXCLUDES APPLICABLE TAXES AND FEES</b>

Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect NWF Inc.(VCN) (formerly Networkfleet, Inc.) and Sourcewell (formerly NJPA) (Contract #020221-NWF) that are in effect as of the date the order was received by VCN ("Sourcewell Contract"). The Sourcewell Contract terms and conditions are available at <https://www.sourcewell-mn.gov/cooperative-purchasing/020221-nwf>. If, in accordance with the terms of the Sourcewell Contract, Customer and VCN have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order.

Customer Name: City of Warwick, RI - Department of Public Works		
By (signature)	Date:	



APR 20 2022

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Verizon Connect NWF Inc., 9868 Scranton Road, San Diego, CA 92121 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts located in the United States (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 March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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**

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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

APR 20 2022

020221-NWF

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and 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. Vendor will only offer products and services to Participating Entities located in the United States.

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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

APR 20 2022  
020221-NWF

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Additional Terms and Conditions. To the extent that the Additional Terms and Conditions conflicts with the Contract, as between the Vendor and Participating Entity the Additional Terms and Conditions will govern. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**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.** Vendor 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Item Purchased Description;
- Item Purchased Price; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor 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 Vendor'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.

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Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties 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 fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees.

## 12. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") subject to compliance with Vendor policies and guidelines as determined by Vendor 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. 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, Vendor 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 Vendor 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 vendors which may be used until the next printing). Vendor 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 Vendor 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 or marketing with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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 as follows:

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

Workers' Compensation: In compliance with the statutory requirements of the state(s) of operation.

Employer's Liability Insurance:

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.* Vendor 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 or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, 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.

Limits:

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

\$3,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for Products-Completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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 or equivalent.

Limits:

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

4. *Telecommunications, Media & Technology Errors and Omissions, including Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain Telecommunications, Media & Technology Errors & Omissions insurance

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including network security and privacy liability. The insurance must cover claims which may arise from failure of Vendor'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.

Limits:

\$4,000,000 each claim and aggregate

Failure of Vendor 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, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Within 15 days of 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 Contract Administrator assigned to this Contract. The certificates must be signed by an authorized representative of the insurer(s) issuing such insurance.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured as their interest may appear under this Agreement under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by Vendor, and products and completed operations of Vendor. The policy provision(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. Vendor waives its right of subrogation under workers' compensation and must require (by endorsement or otherwise) its workers' compensation insurer to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation insurance policy. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

## 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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, 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 Contract. Vendor 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 also require additional requirements based on specific funding specifications. 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 Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

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I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor 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, Vendor 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. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Buy American Act. Vendor will work in good faith to address Participating Entity concerns.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Solid Waste Disposal Act.

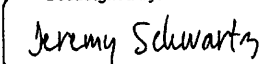
## **22. CANCELLATION**

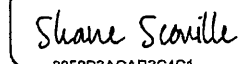
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract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

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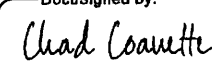
Sourcewell

Verizon Connect NWF Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
3/24/2021 | 2:12 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
By: 8852D3ACAB3C4C1...  
Shane Scoville  
Title: Vice President Global Sales  
3/25/2021 | 11:15 AM EDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
3/25/2021 | 10:16 AM CDT  
Date: \_\_\_\_\_

CODE: 42-331 McDermott Pool/Building Maintenance

**SECTION 56-6**

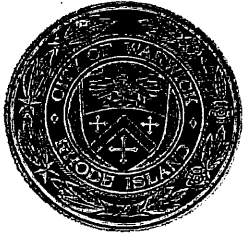
**Bid2022-426 Purchase & Install Single CO2 Feeder**

NE Aquatics  
4 Boucher St.  
W. Warwick, RI 02893

Contract Award: \$2,102.75

Contract Period: One-time purchase





CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**MAY 02 2022**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works

Date: April 29, 2022

Subj: New England Aquatics

This department is requesting to purchase a single tank CO2 feeder system for the therapy pool. This system is an integral part of the balance of chemicals as required by the RI Department of Health to allow use of the facility. This equipment has been bid twice with no responses. The City needs to obtain a new system prior to the reopening this pool as it is original to when the facility was built in 2003.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for New England Aquatics in the amount of \$2,102.75 for the purchase of the necessary equipment, including installation. This is a one-time purchase, therefore, no contract period is necessary.

(42-331 - \$2,102.75)

# Estimate



4 Boucher Street  
West Warwick, RI 02893

## Name/Address

Purchasing Division  
Warwick City Hall  
3275 Post Road  
Warwick, RI 02886

MAY 02 2022

Date	Estimate No.	Project
04/29/22	5505	

Item	Description	Quantity	Cost	Total
Service	Service to swimming pool	1	500.00	500.00
	McDermott Pool			
	Therapy Pool			
	- shut down and isolate filter system			
	- removal of existing CO2 Feed system			
	- installation of new CO2 feed system			
	- start up and inspect			
materials	CO2-50D Feet Unit 5-50 SCFH w/ Diffuser	1	1,170.67	1,170.67
materials	Single Tank System CO2 Feeder	1	332.08	332.08
shipping	Shipping	1	100.00	100.00
Thank you for your consideration of this proposal			Total	\$2,102.75

***Revenue***

**SECTION 6-12**

Request permission to extend PCR-84-21 (Sub A) from May 27, 2022 to May 26, 2023.

**Bid2009-280 E. Greenwich Yard Waste Pilot Program**

City of Warwick  
3275 Post Rd.  
Warwick, RI 02886

**LAST ACTION TAKEN**

**Award (6-12):** PCR-84-21 (Sub A) approved June 9, 2021. Contract term May 27, 2021 – May 26, 2022.

Contract Increase Requested	Revenue
Current Contract Award	Revenue

Contract Period Requested:	May 27, 2022 – May 26, 2023
Current Contract Period:	May 27, 2009 – May 26, 2022



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**MAY 03 2022**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works

Date: April 29, 2022

Subj: Bid #2009-280 East Greenwich Yard Waste Program

The above agreement expires May 26, 2022. With this agreement, the City accepts up to 600 ton of yard waste from the Town of East Greenwich at \$13.50 per ton. The Town of East Greenwich has agreed to an extension of the contract as the program is working well and benefits both communities, pending approval from the City Council.

Please accept this memo as a request for Sec. 6-12 of the City Charter to change the contract dates for this agreement to May 27, 2022 to May 26, 2023. This is a revenue generated contract for the City.

(64-999 – revenue)

# **YARD WASTE SERVICES AGREEMENT**

**Between the**

**CITY OF WARWICK**

**And the**

**TOWN OF EAST GREENWICH**

WHEREAS, the City of Warwick (the "City") and the Town of East Greenwich ( the "Town") (collectively hereinafter the "Parties") are municipal corporations that provide residential waste collection services under the auspices of the RI Resource Recovery Corporation ("Resource Recovery") and the RI Department of Environmental Management ("DEM") (collectively hereinafter the "State"); and

WHEREAS, the State has set forth recycling objectives and municipal solid waste disposal limits on the Parties; and

WHEREAS, the Parties have independently established yard waste collection programs to reduce solid waste generation and increase recycling; and

WHEREAS, the Town has exceeded its capability process the amount of yard waste generated by its residents and the City has the capability to accept additional yard waste for processing; and

WHEREAS, the Parties acknowledge and agree that establishing an agreement to allow the Town to deposit their excess yard waste with the City is economically and environmentally responsible; and

WHEREAS, the State has consented to the proposed arrangement for the City to accept the excess yard waste if the Town.

NOW, THEREFORE, the Parties enter into this agreement for the City to accept the excess yard waste of the Town as an example of a spirit of cooperation and cost savings through a mutually beneficial consolidation of services and pursuant to the terms and conditions set forth herein (the "Agreement"). In consideration of the following premises, the Parties do hereby agree as follows:

Yard Waste Services Agreement between the  
City of Warwick and Town of East Greenwich

- **TERM:** The effective date of this Agreement shall commence on the date of the duly executed signatures, which are located at the end of this Agreement, and shall terminate on May 26, 2023.
- **ACCEPTANCE OF YARD WASTE:** The City agrees to accept yard waste from the Town when delivered to the City's Municipal Composting Facility located at 111 Range Road, Warwick, RI during its normal hours of operation.
- **AMOUNT OF YARD WASTE:** The City agrees to accept up to 600 tons of yard waste per fiscal year, i.e.: July 1 through June 30.
- **FEES:** The Town agrees to pay the City a fee of \$13.50 per ton of yard waste delivered by the Town and accepted by the City.
- **BILLING AND PAYMENT:** The City shall bill the Town monthly for the amount of yard waste accepted for processing. The Town shall pay all sums due within thirty (30) days of invoice date.
- **DELIVERY OF YARD WASTE:** Logistical details for the delivery of yard waste including, but not limited to time of operation, schedule of deliveries, calculation of tons of yard waste shall be agreed upon between the Directors of Public Works for the City and the Town, respectively, or their respective designee.
- **REJECTION OF LOADS:** The City shall have the right to inspect any delivery of yard waste offered by the Town for conformity to the State regulations for yard waste. The City shall have the unilateral right to reject any load of yard waste offered by the Town due to actual or suspected non-conformity to the State standards for yard waste. The Town shall be responsible to either remove or reimburse the costs incurred by the City should an accepted load of yard waste from the Town be later determined non-conforming with State regulations for yard waste.
- **CANCELLATION OF AGREEMENT:** This Agreement may be cancelled by either party upon written notice to the other party. This Agreement shall terminate upon non-compliance with the terms by either party and/or for violation of State law or regulation by either party.

Yard Waste Services Agreement between the  
City of Warwick and Town of East Greenwich

The following duly authorized signatures shall cause this Agreement to be executed  
between the parties.

**FOR THE CITY OF WARWICK:**

BY: \_\_\_\_\_  
(Signature) (Duly Authorized)

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(Title)

**FOR THE TOWN OF EAST GREENWICH:**

BY: \_\_\_\_\_  
(Signature) (Duly Authorized)

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(Title)

PCR-84-21 (Sub A)

CITY OF WARWICK

STATE OF RHODE ISLAND

RESOLUTION OF THE CITY COUNCIL

6/7/21

MEETING DATE: \_\_\_\_\_

NO: R-21-78

APPROVED:  MAYOR

DATE: 6-9-21

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 036	Disposal of Solid Wastes & Recyclables	<i>RI Resource Recovery Corp.</i> 65 Shun Pike Johnston, RI 02919	\$299,700.00		1	6 - 12
2022 - 050	MUNIS Support & Update Licensing	<i>Tyler Technologies Inc.</i> 5101 Tennyson Parkway Plano, TX 75024	\$225,123.39	7/1/21 - 6/30/22		56 - 6
2021 - 373	State of RI Catch Basin Cleaning, Video, & DVD	<i>International Paving Corp.</i> 1331 Main St. West Warwick, RI 02893	\$100,000.00	Date of award - 6/30/23	2	56 - 10

Continued next page



# COPY

PCR-84-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 117	Workstations, Laptops, Tablets, Printers & Computer Peripherals	<b>CDW Government LLC</b> 300N Milwaukee Ave. Vernon Hills, IL 60061 <b>HP INC</b> PO Box 101149 Atlanta, GA 30392 <b>Whalley Computer Associates Inc.</b> 9 Industrial Rd. Milford, MA 01757 <b>GovConnection Inc.</b> 732 Milford Rd. Merrimack, NH 03054 <b>Staples Business Advantage</b> 1901 Summit Tower Blvd. Suite 100 Orlando, FL 32810 <b>W.B. Mason Co. Inc.</b> 99 Bald Hill Rd. Cranston, RI 02920 <b>Amazon</b> 410 Terry Ave. North Seattle, WA 98109 <b>SHI International Corp.</b> 290 Davidson Avenue Somerset, NJ 08873	\$30,000.00		3	6 - 12
2021 - 370	ArcGIS Desktop Basic Licenses	<b>Environmental Systems Research Institute, Inc.</b> 380 New York Street Redlands, CA 92373	\$2,700.00	6/1/21 - 5/31/22		56 - 6
2021 - 371	SAN Update Services	<b>Hewlett Packard Enterprise</b> PO Box 101032 Atlanta, GA 30392	\$2,800.00			56 - 6

Continued next page

**COPY**

PCR-84-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 051	PACE Training & Related Travel Expenses	<i>Tyler Technologies Inc.</i> 5101 Tennyson Parkway Plano, TX 75024	\$4,650.00	7/1/21 - 6/30/22		56 - 6
2022 - 052	Web Hosting Maintenance & CAMA Software Maintenance	<i>VISION Government Solutions</i> 1 Cabot Road Suite 100 Hudson, MA 01749	\$17,057.00	7/1/21 - 6/30/22		56 - 6
2021 - 346	Less Lethal Shotgun & Accessories	<i>Proforce Law Enforcement</i> 2625 Stearman Road Ste. A Prescott, AZ 86301	\$7,926.25			
2021 - 348	OEM Motor Parts for Mercury Marine Motors	<i>CL Marine, Inc.</i> 2501 West Shore Road Warwick, RI 02889	\$10,000.00	One year from date of award		
2021 - 374	Police Vehicle Repair	<i>Moon's Auto Body</i> 100 Brownlee Blvd. Warwick, RI 02886	\$3,667.32			56 - 6
2022 - 054	EnCase Software Maintenance	<i>Open Text Inc.</i> 24685 Network Place Chicago, IL 60673	\$3,172.70	8/22/21 - 8/21/22		56 - 6
2022 - 055	UFED Software Renewal	<i>Cellebrite Inc</i> 7 Campus Drive Suite 210 Parsippany, NJ 07054	\$4,300.00	8/2/21 - 8/1/22		56 - 6
2009 - 280	E. Greenwich Yard Waste Pilot Program	<i>City of Warwick</i> 3275 Post Rd. Warwick, RI 02886	Revenue	5/27/21 - 5/26/22	4	6 - 12

Continued next page

**COPY**

PCR-84-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 383	Pilgrim Senior Center Kitchen Repairs	<i>Industrial Refrigeration Corporation</i> 60 Amflex Dr. Cranston, RI 02921 <i>GTR Refrigeration Inc.</i> 115 India St. Pawtucket, RI 02860 <i>Marshall Electric Co.</i> 200 Broad St. Providence, RI 02903	\$10,000.00	Date of award - 11/30/21	5	56 - 10
2021 - 384	Install Cooling Unit City Hall	<i>D. Larsen &amp; Sons Inc.</i> 2 Huckleberry Ct. Warwick, RI 02888	\$18,450.00			56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 372	State of RI Paint & Paint Supplies	<b>Sherwin Williams Co.</b> <b>D/b/a Pavement</b> <b>Markings Business</b> <b>Unit</b> 101 W Prospect Ave 720 Guildhall Cleveland, OH 44115 <b>Ennis-Flint Inc.</b> 4161 Piedmont Pkwy. Ste 370 Greensboro, NC 27410 <b>PPG Architectural</b> <b>Finishes Inc. D/b/a</b> <b>Architectural</b> <b>Finishes</b> 1 PPG Pl. Pittsburg, PA 15272 <b>Color House D/b/a</b> <b>The Color House</b> 8190 Post Rd. North Kingstown, RI 02852 <b>L Sweet Lumber Co.</b> <b>Inc.</b> 709 Harris Ave PO Box 3300 Providence, RI 02909	\$20,000.00	Date of award - 12/31/23	6	56 - 10
2021 - 382	State of RI Electrical Services	<b>AM Electric LLC</b> <b>D/b/a AM Electric</b> <b>LLC</b> 400 Lincoln Ave. Warwick, RI 02888	\$22,000.00	Date of award - 8/31/21	7	56 - 10
2022 - 057	Municipal Recycling Facility By-Products	<b>Various Vendors</b>	Revenue	7/1/21 - 6/30/22		56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 320	Interior Painting of Pilgrim Senior Center	<i>Levine Painting Company Inc.</i> 46 Kilvert Street Warwick, RI 02886	\$12,500.00			
2017 - 061	State of RI General Office Supplies, Toner & Standard Paper	<i>WB Mason</i> 99 Bald Hill Rd. Cranston, RI 02920	No Monies Requested	7/1/21 - 12/31/21	8	6 - 12

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to increase PCR-69-19 (Sub A) from \$2,500,000.00 to \$2,799,700.00
2. Request permission to piggyback State MPA#546
3. Request permission to increase PCR-71-20 from \$60,000.00 to \$90,000.00.
4. Request permission to extend Bid2009-280 from May 27, 2021 to May 26, 2022.
5. Request permission to piggyback State MPA#538
6. Request permission to piggyback State MPA#349
7. Request permission to piggyback State MPA#41
8. Request permission to extend PCR-54-20 (Sub A) from July 1, 2021 – December 31, 2021 MPA #105

**Actions Taken:**

**Bid2022-015 Photography & Printing Supplies**

PCR-86-21 (Sub A)  
Amend contract  
award from  
\$10,000.00 to  
\$4,000.00

**Bid2021-034 HVAC Maintenance & Repair for City-Owned Buildings**

PCR-87-21 (Sub A)  
Amend contract  
award from  
\$20,000.00 to  
\$35,000.00

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**COPY**

*Revenue*

**SECTION 6-12**

Request permission to extend Bid2009-280 from May 27, 2021 to May 26, 2022.

**Bid2009-280 E. Greenwich Yard Waste Pilot Program**

City of Warwick  
3275 Post Rd.  
Warwick, RI 02886

**LAST ACTION TAKEN**

**Section 6-12:** Section 3-3 approved May 21, 2020. Contract term May 27, 2020 – May 26, 2021

Contract Increase Requested	Revenue
Current Contract Award	Revenue

Contract Period Requested:	May 27, 2021 – May 26, 2022
Current Contract Period:	May 27, 2009 – May 26, 2021



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**COPY**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works <sup>EE</sup>

Date: May 19, 2021

Subj: Bid #2009-280 East Greenwich Yard Waste Program

The above agreement expires May 26, 2021. With this agreement, the City accepts up to 600 ton of yard waste from the Town of East Greenwich. The City has negotiated a price increase from \$12.50 to \$13.50 per ton. The Town of East Greenwich has agreed to an extension of the contract as the program is working well and benefits both communities, pending approval from the City Council.

Please accept this memo as a request for Sec. 6-12 of the City Charter to change the contract dates for this agreement to May 27, 2021 to May 26, 2022. This is a revenue generated contract for the City.

(64-999 – revenue)



**Town of East Greenwich**  
PUBLIC WORKS DEPARTMENT

111 Peirce Street  
PO Box 111  
East Greenwich, RI 02818  
Phone (401) 886-8618  
Fax (401) 886-8652  
[www.eastgreenwichri.com](http://www.eastgreenwichri.com)

**COPY**

May 13, 2021

Ms. Christy Moretti  
Department of Public Works  
925 Sandy Lane  
Warwick, RI 02886

Ms. Moretti,

I have attached two copies of the Yard Waste Services Agreement with authorization signatures from the town of East Greenwich. Please keep a copy of the signed Agreement and have the remaining copy signed by the Mayor and returned to me at your earliest convenience.

If you have any questions or should you require any additional information, please do not hesitate to contact me.

Sincerely,

*Mark Conboy*  
Mark Conboy, PE  
Assistant Town Engineer

Department of Public Works  
111 Peirce St  
East Greenwich, RI 02818



**COPY**

## **YARD WASTE SERVICES AGREEMENT**

**Between the**

**CITY OF WARWICK**

**And the**

**TOWN OF EAST GREENWICH**

WHEREAS, the City of Warwick (the "City") and the Town of East Greenwich ( the "Town") (collectively hereinafter the "Parties") are municipal corporations that provide residential waste collection services under the auspices of the RI Resource Recovery Corporation ("Resource Recovery") and the RI Department of Environmental Management ("DEM") (collectively hereinafter the "State"); and

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NOW, THEREFORE, the Parties enter into this agreement for the City to accept the excess yard waste of the Town as an example of a spirit of cooperation and cost savings through a mutually beneficial consolidation of services and pursuant to the terms and conditions set forth herein (the "Agreement"). In consideration of the following premises, the Parties do hereby agree as follows:

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Yard Waste Services Agreement between the  
City of Warwick and Town of East Greenwich

**COPY**

The following duly authorized signatures shall cause this Agreement to be executed  
between the parties.

**FOR THE CITY OF WARWICK:**

BY: \_\_\_\_\_  
(Signature) (Duly Authorized)

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(Title)



**FOR THE TOWN OF EAST GREENWICH:**

BY: *Carol E. White*  
(Signature) (Duly Authorized)

DATED: 5/13/2021

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(Title)

CODE: 68-956 Recycling/Sale of Scrap Metal  
68-958 Recycling/Sale of Compost/Wood Chip

Revenue  
Revenue

*Revenue*

**SECTION 56-6**

**Bid2023-045 Municipal Recycling Facility By-Products**

Various Vendors

Contract Award: Revenue

Contract Period: July 1, 2022 – June 30, 2023



CITY OF WARWICK  
DEPARTMENT OF PUBLIC WORKS  
925 SANDY LANE • WARWICK, RHODE ISLAND 02889  
TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI  
MAYOR

ERIC J. EARLS, PE  
DIRECTOR OF PUBLIC WORKS

**MAY 02 2022**

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works

Date: April 29, 2022

Subj: Municipal Recycling Facility By-Products

Yearly, by Council award, the Public Works Department has been disposing of the above products (metal, compost, wood chips etc.) by selling it at the highest market value to various vendors on the date it is delivered to the vendor facility. The process is supervised by the Public Works Director in cooperation with the Purchasing Agent to assure the City is receiving the highest possible price. This system has proven effective and we are requesting permission to continue with this program in fiscal year 2023.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for various vendors on an as needed basis. This is a revenue generated request. The current exception expires June 30, 2022. The new exception period will be July 1, 2022 through June 30, 2023.

(68-956, 68-958 – revenue)

**SECTION 6-12**

Request permission to Increase PCR-152-21 (Sub A)  
from \$174,586.00 to \$213,108.00

**Bid2018-251 Consulting Services Buckeye Brook Permitting-Remedial Action**

EA Engineering, Science & Technology, Inc.  
301 Metro Center Blvd.  
Ste. 102  
Warwick, RI 02886

**LAST ACTION TAKEN**

**Award (Section 6-12):** PCR-152-21 (Sub A) approved December 10, 2021. Contract period April 10, 2022 through April 9, 2023.

Contract Increase Requested:	\$ 38,522.00
Current Contract Award:	\$174,586.00
Contract Period Requested	No change in contract period
Current Contract Period	April 10, 2019 – April 9, 2023

APR 29 2022

MAY 29 2022



**CITY OF WARWICK**

**FRANK J. PICOZZI, MAYOR**

**MEMORANDUM**

TO: Patricia A. Peshka, Purchasing Agent

FROM: William R. Facente, Acting Program Coordinator / Housing Officer *WR*

DATE: Friday, April 29, 2022

RE: PO #2702804 (Bid #2018-251) Professional Consulting Services for Buckeye Brook.

Please accept this memorandum as request from the Office of Housing & Community Development for a Section 6-12 for Bid#2018-251(Professional Consulting Services for Buckeye Brook) be included on the May 16, 2022 City Council Finance Committee's Agenda for consideration. The Office is requesting an increase in the contract amount.

The Office is requesting an increase of the contract amount of \$38,522.00. The reason for the requested increase to the contract is due to at the time of submission of the original request (2018), EA Engineering, Science, & Technology, Inc. ("EA") had not completed their initial study and formulated the remedial corrective action plan required by RIDEM. EA, at the time was required to make numerous assumptions in their construction administration/oversight as to time in the field, duration of the project and the complexity of coordinating the corrective action with the chosen contractor in their original submission.

EA has, since 2018, designed and bid out the project in 2020 when the bids were all rejected due to a lack of financial resources on the part of the City. EA has annually worked with the City to coordinate disposal sites, value engineer the corrective action plan, renew the annual RIDEM alteration of fresh water wetlands permit, coordinated improvements and revision to the corrective action plan with RIDEM and independent engineers and contractors. Revised the construction plans and specifications to address additional requirements for the corrective action by RIDEM.

The original costs provided for Construction administration/oversight (provided before the design began or permits were submitted), assumed a five-week (5-week) construction period with partial on-site oversight (i.e. 12 hours per week). After completing the final design, several permitting modifications, with conditions required by RIDEM, and more recent assumptions made on the potential contamination of material at the site, the construction requirements became more complex than assumed during the original proposal stage and will take additional time to complete, requiring EA to be on site for construction more often (i.e. 30 hours per week) to

**OFFICE OF HOUSING & COMMUNITY DEVELOPMENT  
3275 POST ROAD • WARWICK, RI 02886 • 401-738-2009**

APR 29 2022

comply with permit conditions, for a longer duration (14 weeks), as well as additional time required to review more complex submittals, preparation of progress reports for the city and RIDEM, review of additional payment applications, etc.

The Office respectfully requests the City Council Finance Committee to increase the contract amount of Bid#2018-251, by \$38,522, awarded to EA Engineering, Science, & Technology, Inc. of Warwick. Budget Codes to be charged: 502-41-009-21001.





EA Engineering, Science, and Technology, Inc., PBC

301 Metro Center Blvd, Suite 102  
Warwick, RI 02886  
Telephone: 401-736-3440  
[www.eaest.com](http://www.eaest.com)

29 April 2022

Mr. William Facente  
Acting Program Director  
Office of Housing and Community Development  
3275 Post Rd  
Warwick, RI 02886

RE: Technical and Cost Proposal Contract Modification No. 3  
Consulting Services – Buckeye Brook Permitting – Remedial Action  
Buckeye Brook, Warwick, RI  
EA Proposal No. 0731148B

Dear Mr. Facente:

EA Engineering, Science, and Technology, Inc. PBC (EA) is submitting this contract modification request to the City of Warwick for services performed on the Buckeye Brook Permitting – Remedial Action Project under Task 5 – Construction Oversight. The original assumptions that were used in the 2018 Proposal have changed and will require additional hours of on-site construction to comply with permit requirements and increased design complexity, in addition to increased hourly rates. This proposal includes additional time to provide construction oversight services.

#### Background

EA has teamed with the City of Warwick to address increased water levels along the shoreline of Warwick Pond, to mitigate roadway flooding along Lake Shore Drive, and to improve fish passage for migratory river herring. The proposed alterations consist of the application of an herbicide treatment to an approximate 1.5 acre stand of the invasive species *Phragmites australis*; the subsequent mowing, mulching, excavation of the root mass, and proper disposal of this vegetation; and restoration of construction related disturbances. Physical alterations of the project span 920 linear feet of Buckeye Brook but the positive impacts of the project are anticipated to be felt within Warwick Pond and Buckeye Brook through an approximate decrease in surface water elevations of one foot during the “observed-day” flow.

EA’s scope of work under the current contract includes preparation of permits; preparation of engineering design drawings, cost estimates, and technical specifications through 100%; and coordination with private property owners and the Rhode Island Airport Corporation as required for right of entry in addition to bid administration and construction oversight.

### **1. SCOPE OF WORK**

The original costs provided for Construction Oversight (provided before the design began or permits were submitted), assumed a five-week construction period with partial on-site oversight (i.e. 12 hours per week). After completing the final design, several permitting modifications, with conditions required by RIDEM, and more recent assumptions made on the potential contamination of material at the site, the construction requirements became more complex than



assumed during the original proposal stage and will take additional time to complete, requiring EA to be on site for construction more often (i.e. 30 hours per week) to comply with permit conditions, for a longer duration (14 weeks), as well as additional time required to review more complex submittals, preparation of progress reports for the city and RIDEM, review of additional payment applications, etc. As such, we are requesting an increase of time to complete the on-site oversight and associated Construction Oversight tasks using 2022 rates.

## **2. FEE**

The original contract included a fee for \$23,654 for Construction oversight. This lump sum fee for the increase in the scope of work described above is \$38,522.

## **3. SCHEDULE**

EA will complete the work described in this Contract Modification Memorandum during the Construction Oversight Phase currently planned for July 2022, based on the City's acceptance of Construction Bids. We understand the Contract End date has been extended to April 2023 in December 2021.

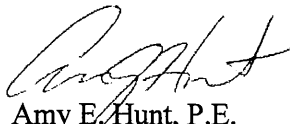


#### 4. ACCEPTANCE

We look forward to the opportunity to continue to work with you on the restoration of Buckeye Brook, which will be carried out in accordance with the City of Warwick's Solicitation for Consulting Services – RFP2018-251 Buckeye Brook Permitting-Remedial Action submitted on 27 February 2018. To authorize us to proceed with processing this contract Modification, please sign below and return this page at your earliest convenience.

Sincerely,

EA ENGINEERING, SCIENCE,  
AND TECHNOLOGY, INC.



Amy E. Hunt, P.E.  
Project Manager

ACCEPTANCE: I have reviewed and understand the information contained in this proposal for Contract Modification No. 3 of the *Buckeye Brook Permitting - Remedial Action Project*, and by my signature below provide authorization to proceed with the work defined herein.

Signature

Date

Name and Title (printed or typed)

Client Name (printed or typed)

Phone Number (with area code)  
(with area code)

Fax Number

APR 29 2022

## City of Warwick

EA Engineering, Science, and Technology, Inc. PBC

EA Proposal

0731148B

Contract 2018-251 Buckeye Brook Permitting and Remedial Action

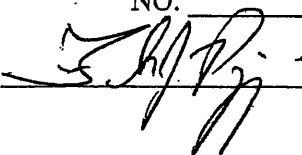
TASK #	TASK DESCRIPTION	Technical Reviewer (R. Mack)	Project Manager (A. Hunt)	Scientist (S. DeCort)	Project Engineer (A. Gilmora)	Project Engineer (N. Sarawel)	Admin. Assistance (J. Morfessy)	CAD (D. Allen)	TOTAL EA HOURS	EA LABOR COST	Mileage	Laboratory	Reproduction/Mailing	Direct Cost Markup	TOTAL DIRECT COSTS	TOTAL LABOR, DIRECT EXPENSES AND SUBS
		\$213.14	\$187.12	\$92.40	\$91.00	\$96.21	\$84.07	\$68.35			\$0.645			10%		
6	Construction Oversight															
	Conduct Pre-construction Meeting		6		8				14	\$1,851	6			\$1	\$4	\$1,855
	Prepare Progress Reports (4)		6		14				20	\$2,397				\$0	\$0	\$2,397
	Issue Interpretations and Clarifications	2	35		20			14	71	\$8,752				\$0	\$0	\$8,752
	On-site Oversight (8 weeks) (30 hours per week)		24		240				264	\$26,331	216			\$22	\$139	\$26,470
	Conduct Progress Meetings (4)		36		36				72	\$10,012				\$0	\$0	\$10,012
	Review Submittals	1	12		16				29	\$3,915				\$0	\$0	\$3,915
	Review Payment Requisitions (4)		6		16				22	\$2,579				\$0	\$0	\$2,579
	Substantial Completion Inspection and Punchlist		6		12				18	\$2,215	6			\$1	\$4	\$2,219
	Final Completion Inspection	1	4		10				15	\$1,872	6			\$1	\$4	\$1,876
	Prepare Redline Drawings from contractor		2		8				10	\$1,102				\$0	\$0	\$1,102
	<b>Total Task 6</b>	<b>4</b>	<b>137</b>	<b>0</b>	<b>380</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>535</b>	<b>\$62,025</b>	<b>\$128</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23</b>	<b>\$161</b>	<b>\$62,176</b>
	<b>Minus Previous Fee</b>															<b>\$23,654</b>
	<b>Current Requested Increase</b>															<b>\$38,522</b>

CITY OF WARWICK  
STATE OF RHODE ISLAND  
RESOLUTION OF THE CITY COUNCIL

12/6/2021  
MEETING DATE: \_\_\_\_\_

R-21-146

NO: \_\_\_\_\_

APPROVED:  MAYOR

DATE: 12-10-21

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 269	IMC Software Support	<i><b>Tritech Software Systems a Central Square Co.</b></i> 1000 Business Center Drive Lake Mary, FL 32746	\$54,916.05	1/1/22 - 12/31/22		56 - 6
2022 - 268	Ballistic Vests	<i><b>Various Vendors</b></i>	\$50,000.00	1/31/22 - 1/30/23		56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 206A	Pipe Fittings & Valves	<b>Core &amp; Main LP</b> 655 Pleasant Street Norwood, MA 02062 <b>John Hoadley &amp; Sons, Inc.</b> 672 Union Street Rockland, MA 02370 <b>Warwick Winwater Company</b> 62 Wyoming Avenue. Warwick, RI 02888	\$50,000.00 Inclusive of Bid2022-206A Bid2022-206B	1/25/22 - 1/24/23		
2022 - 206B	Pipe Fittings & Valves	<b>Core &amp; Main LP</b> <b>John Hoadley &amp; Sons, Inc.</b> <b>Warwick Winwater Company</b> <b>EJ Prescott</b> <b>Ferguson Waterworks</b> <b>HD Supply</b> <b>Waterworks</b> <b>Jack Farrelly Co.</b> <b>Putnam Pipe Corp.</b> <b>Stiles Co., Inc.</b> <b>Ti-Sales, Inc.</b>	Inclusive of Bid2022-206A Bid2022-206B	1/25/22 - 1/24/23		56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 080	Workstations Laptops Tablets Printers Copiers & Computer Peripherals	<b>CDW Government LLC</b> 300N Milwaukee Ave. Vernon Hills, IL60061 <b>HP INC</b> PO Box 101149 Atlanta, GA 30392 <b>Whalley Computer Associates Inc.</b> 9 Industrial Rd. Milford, MA 01757 <b>GovConnection Inc.</b> 732 Milford Rd. Merrimack, NH 03054 <b>Staples</b> 1901 Summit Tower Blvd. Suite 100 Orlando, FL 32810 <b>W.B. Mason Co. Inc.</b> 99 Bald Hill Rd. Cranston, RI 02920 <b>Amazon</b> 410 Terry Ave. North Seattle, WA 98109	\$29,219.26		1	6 - 12
2022 - 095	Radio Circuits	<b>OSHEAN, Inc.</b> 6946 Post Road Suite 402 North Kingstown, RI 02852	\$ 6,297.09		2	6 - 12
2022 - 225	Structural Firefighting Particulate Hoods	<b>C&amp;S Specialty</b> 1181 Old Smithfield Rd. North Smithfield, RI 02896	\$5,000.00	1/28/22 - 1/27/23		
2017 - 061	State of RI General Office Supplies, Toner & Standard Paper	<b>WB Mason</b> 99 Bald Hill Rd. Cranston, RI 02920	No monies requested	1/1/22 - 6/30/22	3	6 - 12

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2018 - 251	Consulting Services Buckeye Brook Permitting- Remedial Action	<b>EA Engineering, Science &amp; Technology, Inc.</b> 301 Metro Center Blvd. Ste. 102 Warwick, RI 02886	No monies requested	4/10/22 - 4/9/23	4	6 - 12
2021 - 295	Engineering and Survey Support Services for Improvements to Oakland Beach Playground and Splash Pad	<b>BL Companies New England, Inc.</b> 2346 Post Road, Suite 100 Warwick, RI 02886	No monies requested	5/10/22 - 5/9/23	5	6 - 12
2021 - 365	Real Estate Appraisal Services - City Wide	<b>Andolfo Appraisal Associates, Inc.</b> 216 Weybosett Street, 4 <sup>th</sup> Floor Providence, RI 02903 <b>Peter M. Scotti Associates, Inc.</b> 403 South Main Street Providence, RI 02903 <b>Colliers International Valuation and Advisory Services</b> 9820 Willow Creek Road, Suite 300 San Diego, CA 92131 <b>The Boston Consulting Group, Inc.</b> 4800 Hampden Lane Suite 400 Bethesda, MD 20814 <b>Newport Appraisal Group, LLC.</b> 221 Third Street Newport, RI 02840 <b>White Appraisal Co., Inc.</b> 2000 Tollgate Road, Suite 103 Warwick, RI 028	No monies requested	12/1/21 - 11/30/22	6	6 - 12

Continued next page



Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 205A	Large Diameter Clamps, Saddles & Couplings	<i>Core &amp; Main LP</i> 655 Pleasant Street Norwood, MA 02062 <i>John Hoadley &amp; Sons, Inc.</i> 672 Union Street Rockland, MA 02370 <i>Warwick Winwater Company</i> 62 Wyoming Avenue. Warwick, RI 02888	\$40,000.00 Inclusive of Bid2022-205A Bid2022-205B	12/17/21 - 12/16/22		
2022 - 205B	Large Diameter Clamps, Saddles & Couplings	<i>Core &amp; Main LP</i> <i>John Hoadley &amp; Sons, Inc.</i> <i>Warwick Winwater Company</i> <i>EJ Prescott Ferguson Waterworks HD Supply Waterworks</i> <i>Jack Farrelly Co.</i> <i>Putnam Pipe Corp.</i> <i>Stiles Co., Inc.</i> <i>Ti-Sales, Inc.</i>	Inclusive of Bid2022-205A Bid2022-205B	12/17/21 - 12/16/22		56 - 6
2022 - 234	Clean Water Infrastructure Replacement Plan	<i>Stantec Consulting Services, Inc.</i> 65 Network Drive 2 <sup>nd</sup> floor Burlington, MA 01803	\$26,300.00			56 - 6

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to Increase PCR-97-21 (Sub A) from \$50,000.00 to \$79,219.26.
2. Request permission to Increase PCR-117-21 (Sub A) from \$12,000.00 to \$18,297.09
3. Request permission to extend PCR-84-21 (Sub A) from January 1, 2022 – June 30, 2022  
MPA #105
4. Request permission to Extend PCR-26-21 (Sub A) from April 10, 2022 through April 9, 2023

5. Request permission to Extend PCR-62-21 (Sub A) from May 10, 2022 through May 9, 2023
6. Request permission to Extend PCR-74-21 (Sub A) from December 1, 2021 through November 30, 2022 MPA#361 OE

**COPY**

**Actions Taken:**

**Bid2022-219 Police Motorcycle Repairs**

**PCR-155-21 (Sub A)**

**Amend vendors to add  
Seacoast Motorcycles LLC  
d/b/a Seacoast Harley-Davidson**

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**COPY**

**SECTION 6-12**

Request permission to Extend PCR-26-21 (Sub A) from April 10, 2022 through April 9, 2023

**Bid2018-251 Consulting Services Buckeye Brook Permitting-Remedial Action**

EA Engineering, Science & Technology, Inc.  
301 Metro Center Blvd.  
Ste. 102  
Warwick, RI 02886

**LAST ACTION TAKEN**

**Award (Section 6-12):** PCR-26-21 (Sub A) approved February 22, 2021 in the amount of \$36,407.00.  
Contract period April 10, 2021 through April 9, 2022.

Contract Increase Requested:	No monies requested
Current Contract Award:	\$174,586.00
Contract Period Requested	April 10, 2022 – April 9, 2023
Current Contract Period	April 10, 2019 – April 9, 2022



OCT 18 2021


CITY OF WARWICK

FRANK J. PICOZZI, MAYOR

**COPY**

MEMORANDUM

TO: Patricia A. Peshka, Purchasing Agent

FROM: William R. Facente, Acting Program Coordinator / Housing Officer 

DATE: Friday, October 15, 2021

RE: PO # 2702804 (Bid #2018-251) Professional Consulting Services for Buckeye Brook.

Please accept this memorandum as request from the Office of Housing & Community Development for a Section 6-12 for Bid#2018-251 (Professional Consulting Services for Buckeye Brook) be included on the December 6, 2021 City Council Finance Committee's Agenda for consideration. The Office is requesting an extension of the contract expiration date.

By way of background, the City published an RFP in April of 2020 for construction services as part of the Buckeye Brook Restoration Project. All of the received bids exceeded the available budget for the project. The City, not wanting the project to not move forward, requested EA to review the specifications of the RFP and consult with the vendors that submitted bids to determine the reasons why the bids were so far above the overall estimated budget. Upon review, EA came back to the City with suggestions, from the vendors, which would provide some cost savings if implemented and approved by RIDEM.

The City had also, in consultation with EA, attempted to identify alternative disposal sites, other than RI Resource Recovery, for the excavated material. This process has taken an extended amount of time by the City and as of this memorandum has not yielded any alternative sites/methods of disposal.

The Office has submitted an application for a FEMA Hazard Mitigation Grant through RI Emergency Management to cover the project shortfall. In addition, the Office continues to investigate alternative disposal sites.

The Office is requesting a 1-year extension to the contract that is set to expire on April 9, 2022. The reason for the requested extension is due to the nature and location of the project and the restrictions placed upon the City by RIDEM construction can only be undertaken during certain times of the year (end of July – end of October).

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OFFICE OF HOUSING & COMMUNITY DEVELOPMENT  
3275 POST ROAD • WARWICK, RI 02886 • 401-738-2009

OCT 18 2021

The Office respectfully requests the City Council Finance Committee to extend the contract expiration, to April 9, 2023, of Bid#2018-251 awarded to EA Engineering, Science, & Technology, Inc. of Warwick. Budget Code to be charged: 502-41-009-21001. Please note this is a contract extension only, there is no monetary increase associated with this request.

**COPY**

CODE: 500-41-210-018 Program Administration 2018 CDBG P/Y	\$29,116.74
500-41-210-019 Program Administration 2019 CDBG P/Y	\$ 5,883.26

### **SECTION 6-12**

Request permission to Increase PCR-152-21 (Sub A)  
from \$65,000.00 to \$100,000.00

#### **Bid2021-295 Engineering and Survey Support Services for Improvements to Oakland Beach Playground and Splash Pad**

BL Companies New England, Inc.  
2346 Post Road, Suite 100  
Warwick, RI 02886

### **LAST ACTION TAKEN**

**Award (Bid):** PCR-152-21 (Sub A) approved December 10, 2021. Contract period May 10, 2022 through May 9, 2023.

Contract Increase Requested:	\$35,000.00
Current Contract Award:	\$65,000.00

Contract Period Requested	No change in contract period
Current Contract Period	May 10, 2022 – May 9, 2023



## CITY OF WARWICK

FRANK J. PICOZZI, MAYOR

TO: Patricia A. Peshka, Purchasing Agent

FROM: William R. Facente, Acting Program Coordinator / Housing Officer *WR*

DATE: Friday, April 29, 2022

RE: PO # 2703310 (RFP/RFQ 2021-295) Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad

Please accept this memorandum as request from the Office of Housing & Community Development for a Section 6-12 for Bid#2021-295 (Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad) be included on the May 16, 2022 City Council Finance Committee's Agenda for consideration.

The Office is requesting a \$35,000 increase to the contract award amount from \$65,000 to a new maximum of \$100,000. The reason for the requested increase is due in part to when the original RFP /RFQ was issued it was anticipated that 60% of the overall design work was going to be performed in-house by the landscape architects in the Planning Department. Unfortunately, during the course of the project one of the landscape architects left City employment. In addition, the City has been extremely successful in its grant writing and winning numerous extremely time sensitive federal grants that are now a priority due to grant funds and expenditure deadlines. The City is also now requesting the consultant to perform construction administration, which was not include in the original RFP/RFQ

The Office reached out to the incumbent consulting firm and requested a cost breakdown to take over those design related tasks that were to be completed by the City staff and to provide a cost associated with construction administration (see attached).

For reference the RFP/RFQ requested engineering & design services for two (2) separate but connected projects in Oakland Beach. The projects are the Splash Pad & Playground Improvements and Oakland Beach Resiliency Enhancements. Both of the projects are taking place around the area where the existing playground structure is located and across the street. The City received \$625,000 in grant funds (RIDEM & RI Infrastructure Bank) and the City is utilizing CDBG funds to cover the match of \$277,290 for a total estimated budget of \$902,290.

OFFICE OF HOUSING & COMMUNITY DEVELOPMENT  
3275 POST ROAD • WARWICK, RI 02886 • 401-738-2009

The original contract for engineering/design services, which did not include construction administration, as a percentage of the total cost of the project was approximately 7.2%, which at the time of bid, was well below the industry standard for design of 10% as it relied heavily on City staff performing many tasks.

The revised scope of work for engineering/design and construction administration is now 11.1%, while this number is above the industry standard of 10%, all standards are being exceeded due current staffing issues.

The Office respectfully requests the City Council Finance Committee to increase the contract award from \$65,000 to a maximum of \$100,000 (\$35,000 increase) to cover the tasks originally designated to be the City's responsibility and include construction administration for the projects. Budget Codes to be charged: 500-41-210-018 and 500-41-210-019. Please note this is a contract increase only, there is no time extension associated with this request.





## Additional Services Agreement No. 2

### Re: Additional Design Services

This is an Agreement between BL Companies, Inc., on behalf of itself and its affiliated companies or wholly owned subsidiaries (the “**Consultant**”) and the Client for Additional Services in connection with an existing Project. The Effective Date of this Agreement is April 28, 2022. The Consultant agrees to provide such Additional Services with regard to the Project and the Client agrees to pay for such services on the terms and conditions set forth below.

1. The **Client** is:  
 William R. Facente, Acting Program Coordinator/Housing Officer  
 Office of Housing & Community Development  
 City of Warwick  
 3275 Post Road  
 Warwick, RI 02886
  
2. The **Project** which is the subject of this Agreement is:  
  
 Improvements to Oakland Beach Playground and Splash Pad  
 Oakland Beach Avenue, Warwick, RI  
  
 BL’s Project Number: 2100515
  
3. There is an existing **Base Contract** between the Consultant and the Client with regard to the Project which is:  
  
 (X) A letter agreement dated: May 10, 2021
  
4. The **Additional Design Services**, not included in the Base Contract, that the Consultant will provide are as follows:
  - 4.1 **Final Design and Construction Documents (100% Design).** Consultant will meet with the City to confirm the design plans prepared by the City and receive comments for potential revisions. After receiving comments from the design drawing and upon the receipt of design document approvals, final designs, and contract documents, including plans, details, and specifications will be prepared in addition to the stormwater, structural and electrical engineering effort included in the base contract. When finished, the documents will be submitted for the

review and consideration of all project stakeholders. We anticipate that final design documents will represent a 50% and 95% complete level. After the receipt of comments from the City and attendance at the design review meetings, we will prepare final contract documents. We will also structure the bid documents for potential alternates if required.

Consultant's personnel will assist in the compilation of the front end or "Boiler Plate" specifications with representatives of the City. Consultant will furnish plans and specifications in paper and electronic formats to the City. The cost of publishing contract documents has not been included in this proposal.

During this phase, Consultant will meet with the City to review the final plans and specifications and make minor revisions as may be required based on comments from City personnel. Consultant will also be responsible for obtaining final signoffs from the City and other jurisdictional entities for improvements and drainage system upgrades. One meeting to discuss comments from the final review is anticipated. Final design will include:

1. Address one round of comments from the initial Design phase.
2. Prepare the final plans for review incorporating the comments from the City on the initial design submission. The plans will include, but may not be limited to:
  - a. Existing conditions and removal plan
  - b. Layout plan including coordinate geometry
  - c. Existing and proposed grading plan
  - d. Drainage plan (surface and subsurface) including inverts, pipe sizes and slopes (included in base contract, however, will be folded into final plans)
  - e. Plans and details for required site amenities
  - f. Site Preparation Plan and erosion and sedimentation control plan
  - g. Electrical plans and details (included in base contract, however, will be folded into final plans)
  - h. Structural plans and details
  - i. Technical specifications
3. Prepare a final opinion of probable construction costs for the proposed improvements.
4. Prepare one set of permitting documents at the 90% design phase for the City permitting submittals.
5. Attend a meeting with the City to review the final plans and specifications. Make minor revisions as may be required.
6. Finalize the plans and specifications and provide the town with final, bid-ready construction documents suitable for seeking competitive bids for the work. We will provide a digital pdf format set of documents suitable for printing and one hard copy of the plans and specifications.

- 4.2 **Construction Services.** Consultant will provide construction administration services, which shall include attendance at a pre-construction meeting, processing of pay requisitions, change orders and shop drawing reviews/approvals, attendance at construction meetings, weekly visits, and issuance of corresponding construction meeting memorandums and other tasks needed during construction. Consultant anticipates attending up to eight (8) total meetings under this effort. Consultant pledges to work closely with City representatives during the construction phases to hold the eventual contractor accountable for timeliness and quality of work, during what is becoming recognized as an increasingly perilous time for public construction of projects of these types. Consultant will provide Construction Phase Services based on an estimated 90-day construction period with a proposed hourly-not-to-exceed allowance as indicated.

Should the construction period be longer than the 90 days as outlined in the construction documents, or if additional hours, site visits or office tasks are requested during construction, Consultant will provide a request for additional compensation as appropriate.

Consultant will require the contractor(s) to provide all project closeout documents in the project specifications and will work with the district and the contractor to assure the timely delivery of the materials.

5. **Schedule.** Consultant will work with the Client to develop a schedule that is mutually agreeable to both parties, which schedule may be revised during the Project by mutual agreement of the parties.
6. **Fees.** Client will pay for the Additional Services specified above on the following basis:

(X) **Fixed Fee.** Consultant will provide the Additional Services for the Fixed Fee set forth below regardless of the time spent. Fees for each phase will be billed monthly on the basis of percentage completion.

The **Fixed Fee** is: Thirty Thousand Dollars (\$30,000)

(X) **Hourly Not to Exceed (NTE).** Consultant will provide the Additional Services on an Hourly basis, but Consultant will not incur fees above the NTE Fee without authorization or approval from Client. Authorization or approval can be given by any commercially reasonable means including electronic means. The NTE Fee is a good faith estimate based on the information currently available about the Project and the extent of Consultant's effort that will be required by the Client, but Consultant does not guaranty that the services can be completed within the NTE Fee.

The **Hourly Not To Exceed Fee** is: Five Thousand Dollars (\$5,000)

APR 29 2022

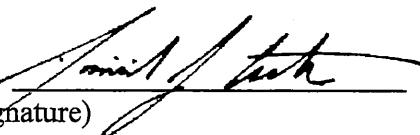
<u>Phase</u>	<u>Service</u>	<u>Fee Type</u>	<u>Fee</u>
4.1	Final Design and Construction Documents (100% Design)	Fixed	\$ 30,000
4.2	Construction Services	Hourly Not to Exceed	\$ 5,000

7. **Expenses.** Expenses incurred in providing Additional Services are reimbursable on the same basis as provided in the Base Contract, but are in addition to the amount, if any, specified in the Base Contract.
8. **Further Additional Services.** The only services being provided within the Fee for Additional Services specified above are those set forth in this Agreement.
9. **Base Contract Still in Effect.** Except as provided in this Agreement for Additional Services, all of the terms and conditions of the Base Contract remain in effect.
10. **Acceptance of Agreement.** Upon receipt of an executed Agreement from the Client, Consultant shall execute the Agreement to make it a binding Agreement. An electronic signature shall be binding to the same extent as an original.

AGREED AND ACCEPTED:

**BL COMPANIES, INC.**

**CITY OF WARWICK, RI**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Dominick Celtruda  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: Project Manager

Title: \_\_\_\_\_

Date: April 28, 2022

Date: \_\_\_\_\_

**COPY**

## CITY OF WARWICK

## STATE OF RHODE ISLAND

## RESOLUTION OF THE CITY COUNCIL

12/6/2021

MEETING DATE: \_\_\_\_\_

R-21-146

NO: \_\_\_\_\_

APPROVED:  MAYORDATE: 12-10-21

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 269	IMC Software Support	<i>Tritech Software Systems a Central Square Co.</i> 1000 Business Center Drive Lake Mary, FL 32746	\$54,916.05	1/1/22 - 12/31/22		56 - 6
2022 - 268	Ballistic Vests	<i>Various Vendors</i>	\$50,000.00	1/31/22 - 1/30/23		56 - 6

Continued next page

PCR-152-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 206A	Pipe Fittings & Valves	<b>Core &amp; Main LP</b> 655 Pleasant Street Norwood, MA 02062 <b>John Hoadley &amp; Sons, Inc.</b> 672 Union Street Rockland, MA 02370 <b>Warwick Winwater Company</b> 62 Wyoming Avenue. Warwick, RI 02888	\$50,000.00 Inclusive of Bid2022-206A Bid2022-206B	1/25/22 - 1/24/23		
2022 - 206B	Pipe Fittings & Valves	<b>Core &amp; Main LP</b> <b>John Hoadley &amp; Sons, Inc.</b> <b>Warwick Winwater Company</b> <b>EJ Prescott</b> <b>Ferguson Waterworks</b> <b>HD Supply</b> <b>Waterworks</b> <b>Jack Farrelly Co.</b> <b>Putnam Pipe Corp.</b> <b>Stiles Co., Inc.</b> <b>Ti-Sales, Inc.</b>	Inclusive of Bid2022-206A Bid2022-206B	1/25/22 - 1/24/23		56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 080	Workstations Laptops Tablets Printers Copiers & Computer Peripherals	<b>CDW Government LLC</b> 300N Milwaukee Ave. Vernon Hills, IL60061 <b>HP INC</b> PO Box 101149 Atlanta, GA 30392 <b>Whalley Computer Associates Inc.</b> 9 Industrial Rd. Milford, MA 01757 <b>GovConnection Inc.</b> 732 Milford Rd. Merrimack, NH 03054 <b>Staples</b> 1901 Summit Tower Blvd. Suite 100 Orlando, FL 32810 <b>W.B. Mason Co. Inc.</b> 99 Bald Hill Rd. Cranston, RI 02920 <b>Amazon</b> 410 Terry Ave. North Seattle, WA 98109	\$29,219.26		1	6 - 12
2022 - 095	Radio Circuits	<b>OSHEAN, Inc.</b> 6946 Post Road Suite 402 North Kingstown, RI 02852	\$ 6,297.09		2	6 - 12
2022 - 225	Structural Firefighting Particulate Hoods	<b>C&amp;S Specialty</b> 1181 Old Smithfield Rd. North Smithfield, RI 02896	\$5,000.00	1/28/22 - 1/27/23		
2017 - 061	State of RI General Office Supplies, Toner & Standard Paper	<b>WB Mason</b> 99 Bald Hill Rd. Cranston, RI 02920	No monies requested	1/1/22 - 6/30/22	3	6 - 12

Continued next page

PCR-152-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2018 - 251	Consulting Services Buckeye Brook Permitting- Remedial Action	<b>EA Engineering, Science &amp; Technology, Inc.</b> 301 Metro Center Blvd. Ste. 102 Warwick, RI 02886	No monies requested	4/10/22 - 4/9/23	4	6 - 12
2021 - 295	Engineering and Survey Support Services for Improvements to Oakland Beach Playground and Splash Pad	<b>BL Companies New England, Inc.</b> 2346 Post Road, Suite 100 Warwick, RI 02886	No monies requested	5/10/22 - 5/9/23	5	6 - 12
2021 - 365	Real Estate Appraisal Services - City Wide	<b>Andolfo Appraisal Associates, Inc</b> 216 Weybosett Street, 4 <sup>th</sup> Floor Providence, RI 02903 <b>Peter M. Scotti Associates, Inc.</b> 403 South Main Street Providence, RI 02903 <b>Colliers International Valuation and Advisory Services</b> 9820 Willow Creek Road, Suite 300 San Diego, CA 92131 <b>The Boston Consulting Group, Inc.</b> 4800 Hampden Lane Suite 400 Bethesda, MD 20814 <b>Newport Appraisal Group, LLC.</b> 221 Third Street Newport, RI 02840 <b>White Appraisal Co., Inc.</b> 2000 Tollgate Road, Suite 103 Warwick, RI 028	No monies requested	12/1/21 - 11/30/22	6	6 - 12

Continued next page



Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 205A	Large Diameter Clamps, Saddles & Couplings	<b>Core &amp; Main LP</b> 655 Pleasant Street Norwood, MA 02062 <b>John Hoadley &amp; Sons, Inc.</b> 672 Union Street Rockland, MA 02370 <b>Warwick Winwater Company</b> 62 Wyoming Avenue. Warwick, RI 02888	\$40,000.00 Inclusive of Bid2022-205A Bid2022-205B	12/17/21 - 12/16/22		
2022 - 205B	Large Diameter Clamps, Saddles & Couplings	<b>Core &amp; Main LP</b> <b>John Hoadley &amp; Sons, Inc.</b> <b>Warwick Winwater Company</b> <b>EJ Prescott Ferguson Waterworks HD Supply Waterworks</b> <b>Jack Farrelly Co.</b> <b>Putnam Pipe Corp.</b> <b>Stiles Co., Inc.</b> <b>Ti-Sales, Inc.</b>	Inclusive of Bid2022-205A Bid2022-205B	12/17/21 - 12/16/22		56 - 6
2022 - 234	Clean Water Infrastructure Replacement Plan	<b>Stantec Consulting Services, Inc.</b> 65 Network Drive 2 <sup>nd</sup> . floor Burlington, MA 01803	\$26,300.00			56 - 6

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

1. Request permission to Increase PCR-97-21 (Sub A) from \$50,000.00 to \$79,219.26.
2. Request permission to Increase PCR-117-21 (Sub A) from \$12,000.00 to \$18,297.09
3. Request permission to extend PCR-84-21 (Sub A) from January 1, 2022 – June 30, 2022  
MPA #105
4. Request permission to Extend PCR-26-21 (Sub A) from April 10, 2022 through April 9, 2023

5. Request permission to Extend PCR-62-21 (Sub A) from May 10, 2022 through May 9, 2023
6. Request permission to Extend PCR-74-21 (Sub A) from December 1, 2021 through November 30, 2022 MPA#361 OE

**COPY**

**Actions Taken:**

**Bid2022-219 Police Motorcycle Repairs**

**PCR-155-21 (Sub A)**

**Amend vendors to add  
Seacoast Motorcycles LLC  
d/b/a Seacoast Harley-Davidson**

**THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE**

**COPY**

**SECTION 6-12**

Request permission to Extend PCR-62-21 (Sub A) from May 10, 2022 through May 9, 2023

**Bid2021-295 Engineering and Survey Support Services for Improvements to Oakland Beach  
Playground and Splash Pad**

BL Companies New England, Inc.  
2346 Post Road, Suite 100  
Warwick, RI 02886

**LAST ACTION TAKEN**

**Award (Bid):** PCR-62-21 (Sub A) approved April 21, 2021 in the amount of \$65,000.00. Contract period May 10, 2021 through May 9, 2022.

Contract Increase Requested:	No monies requested
Current Contract Award:	\$65,000.00
Contract Period Requested	May 10, 2022 – May 9, 2023
Current Contract Period	May 10, 2021 – May 9, 2022

OCT 18 2021




CITY OF WARWICK

FRANK J. PICOZZI, MAYOR

**COPY**

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TO: Patricia A. Peshka, Purchasing Agent

FROM: William R. Facente, Acting Program Coordinator / Housing Officer 

DATE: Friday, October 15, 2021

RE: PO # 2703310 (RFQ 2021-295) Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad

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Please accept this memorandum as request from the Office of Housing & Community Development for a Section 6-12 for Bid#2021-295 (Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad) be included on the December 6, 2021 City Council Finance Committee's Agenda for consideration.

The Office is requesting an extension of 1-year to contract expiration date (currently May 9, 2022). The reason for the requested extension is the Consulting Firm is providing engineering & design services for the creation of a new splash pad, steel shade structure, storm water improvements and relocating & re-designing playground space, including attending meetings with City staff and public stakeholders which has taken longer than anticipated.

The Office respectfully requests the City Council Finance Committee to extend the contract expiration, to May 9, 2023, of Bid#2021-295 awarded to BL Companies, Inc. of Warwick, RI. Budget Codes to be charged: 500-41-210-018. Please note this is a contract extension only, there is no monetary increase associated with this request.

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OFFICE OF HOUSING & COMMUNITY DEVELOPMENT  
3275 POST ROAD • WARWICK, RI 02886 • 401-738-2009