


Francis M. Gomez
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: Francis M. Gomez, Purchasing Agent 

DATE: October 5, 2023

RE: Bids for the Finance Committee Monday, October 16, 2023

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

10/16/2023

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
2024 - 248	Purchase Various Portable Police Radios & Supporting Equipment	<i>Motorola Solutions c/o Cyber Communications</i> 90 Colorado Ave. Warwick, RI 02888	\$92,969.78			56 - 6
2024 - 223	Crack Sealing Contract	<i>Sealcoating, Inc. d/b/a Indus Inc.</i> 825 Granite St. Braintree, MA 02184	\$75,000.00	One Year from Date of Award		56 - 6
2024 - 116	Firefighter Occupational Medical Evaluations RE-BID	<i>Atmed Treatment Center</i> 1524 Atwood Ave. Johnston, RI 02919	\$70,000.00	One Year from Date of Award		
2024 - 244	Purchase 2022 Bobcat Compact Loader Model S740	<i>Bobcat of Rhode Island</i> 421 Lincoln Ave. Warwick, RI 02888	\$50,000.00			56 - 6

Continued next page

PCR-112-23

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2024 - 247	Purchase One Test Cancer Screening Kits	<i>20/20 GeneSystems, Inc.</i> 9430 Key West Ave. Suite 100 Rockville, MD 20850	\$30,000.00	One Year from Date of Award		56 - 6
2024 - 243	Speedealert 24 Radar Message Sign	<i>All Traffic Solutions Inc.</i> 3100 Research Dr. State College, PA 16801	\$18,616.00			56 - 6
2023 - 318A	Overhead Door Repairs & Replacement	<i>Payless Garage Doors</i> 207 Winter Ave. Warwick, RI	\$15,000.00	3/4/2023 - 3/3/2024	1	6 - 12
2024 - 246	Purchase 2008 HME 1500 GPM Pumper	<i>City of Cranston</i> 869 Park Ave. Cranston, RI 02910	\$7,000.00			56 - 6
2024 - 245	Monthly Service & Maintenance for Composting Toilets	<i>Clivus New England</i> PO Box 127 North Andover, MA 01845	\$6,200.00	One Year from Date of Award		56 - 6
2024 - 249	Annual Maintenance Contract for Livescan Workstation	<i>Thales DIS USA, Inc.</i> 2964 Bradley St. Pasadena, CA 91107	\$2,850.00	2/1/2024 - 1/31/2025		56 - 6
2024 - 158	Purchase Various New Police Vehicles	<i>McGovern Municipal HQ</i> 1200 Worcester Rd. Framingham, MA 01702	No Monies Requested		2	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-9-23 from \$20,000.00 to \$35,000.00.
2. Request permission to add McGovern Municipal HQ as an additional vendor to PCR-87-23 (Sub A).

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

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2	2024-223	DPW Crack Sealing Contract (Sec. 56-6) Dated: September 18, 2023 Requested Amount: \$75,000.00 Recommended Vendor: Sealcoating, Inc. dba Indus Inc. (67-291)	11 - 17
3	2024-116	Fire Firefighter Occupational Medical Evaluations RE-BID Dated: October 2, 2023 Requested Amount: \$70,000.00 Recommended Vendor: Atmed Treatment Center (35-335)	18 - 21
4	2024-244	Police Purchase 2022 Bobcat Compact Loader Model S740 (Sec 56-6) Dated: September 27, 2023 Requested Amount: \$50,000.00 Recommended Vendor: Bobcat of Rhode Island (510-0400, 76-358)	22 - 26
5	2024-247	Fire Purchase OneTest Cancer Screening Kits (Sec. 56-6) Dated: October 2, 2023 Requested Amount: \$30,000.00 Recommended Vendor: 20/20 GeneSystems, Inc. (35-335)	27 - 32
6	2024-243	Police Speedalert 24 Radar Message Sign (Sec. 56-6) Dated: September 29, 2023 Requested Amount: \$18,616.00 Recommended Vendor: All Traffic Solutions (33-356)	33 - 68
7	2023-318A	DPW Overhead Door Repairs & Replacement (Sec. 6-12) Dated: September 14, 2023 Requested Amount: \$15,000.00 Recommended Vendor: Payless Garage Doors (66-340)	69 - 75
8	2024-246	Fire Purchase 2008 HME 1500 GPM Pumper (Sec. 56-6) Dated: October 2, 2023 Requested Amount: \$7,000.00 Recommended Vendor: City of Cranston (35-330)	76 - 78

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10	2024-249	Police Annual Maintenance Contract for Livescan Workstation (Sec. 56-6) Dated: September 19, 2023 Requested Amount: \$2,850.00 Recommended Vendor: Thales DIS USA, Inc. (30-340)	87 - 95
11	2024-158	Police Purchase Various New Police Vehicles (Sec. 6-12) Dated: September 27, 2023 Requested Amount: None Recommended Vendor: McGovern Municipal HQ (510-0400)	96 - 114

CODE: 30-271 Police Department - Communications

SECTION 56-6

Bid2024-248 Purchase Various Portable Police Radios & Supporting Equipment

Motorola Solutions
c/o Cyber Communications
90 Colorado Ave.
Warwick, RI 02888

Contract Award: \$92,969.78

Contract Period: One-Time Purchase

CITY OF WARWICK

Colonel Bradford Connor
Chief of Police

Frank J. Picozzi
Mayor



OCT 02 2023

Police Department
99 Veterans Memorial Drive
Warwick, Rhode Island 02886-4617
Telephone: (401) 468-4200

October 2, 2023

Ms. Francis Gomez, Purchasing Agent
City of Warwick
3275 Post Road
Warwick, Rhode Island 02886

Re: Request for Spending Authorization- Portable Police Radios
City Ordinance 56-6, "Exception to Notice Requirement"
Funding Source: Parts- Communication 30-271

Dear Ms. Gomez,

The police department is seeking authorization to purchase various portable police radios and supporting equipment. Motorola Solutions, c/o Cyber Comm Inc., 90 Colorado Ave Warwick RI 02888 is a sole source vendor and the only authorized manufacturer representative to provide Motorola Solutions equipment and services to the City of Warwick.

The following is a list of requested equipment:


- (12) APX4000 UHF/R2 Portable Radio w/added features & accessories.....\$36,096.84
- (10) APX4500 Dash mount Enhanced.....\$31,903.40
- (5) APX4500 Remote mount Enhanced..... \$16,641.55
- (1) APX8500 All-band radio..... \$8,327.99

Total (28 radios): **\$92,969.78**

A quote providing the breakdown of equipment and components is attached with this letter. The Warwick Police Department has used Motorola radios exclusively for over 20 years and has found them to be rugged, reliable, and affordable. Motorola has set the industry standard for public safety radios. These radios are portable radios that officers carry on their person and are vital and necessary pieces of equipment. The most expensive of the four has statewide frequencies of various agencies and special channels for emergencies. This radio will be assigned to the Officer-In-Charge vehicle which also serves as an incident command vehicle.

If approved, funding for this purchase would be allocated from the Police Communications-Parts budget 30-271. This is a one-time purchase of twenty-eight (28) radios.

Please feel free to contact me should you require any additional information.

Sincerely,

Major Andrew P Sullivan
Administrative Bureau Commander



Budgetary

QUOTE-2325051
Warwick PD - APX4000 Digital

Billing Address:
WARWICK POLICE DEPT, CITY
OF
3275 POST RD CITY HALL
WARWICK, RI 02886
US

Shipping Address:
WARWICK POLICE DEPT, CITY
OF
99 VETERANS MEMORIAL DR
WARWICK, RI 02886
US

Quote Date:09/11/2023
Expiration Date:11/10/2023
Quote Created By:
Todd Postler
tpostler@cybercomminc.com
860-608-0745

End Customer:
WARWICK POLICE DEPT, CITY OF
Chris Cunningham
chris.cunningham@warwickri.com
+14014684200

Payment Terms:30 NET

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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51SDF9PW6AN	APX 4000 UHFR2 MODEL 2 PORTABLE	1	\$2,425.28	\$1,770.45	\$1,770.45
1a	QA01833AD	ADD: EXTREME NOISE REDUCTION	1	\$28.00	\$20.44	\$20.44
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1c	H869CE	ENH: MULTIKEY	1	\$363.00	\$264.99	\$264.99
1d	H885BK	ADD: 3Y ESSENTIAL SERVICE	1	\$133.00	\$133.00	\$133.00
1e	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	1	\$650.00	\$474.50	\$474.50
1f	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1g	QA02749AA	ALT: IMPRES LI-ION 2350MAH (PMNN4424)	1	\$98.70	\$72.05	\$72.05
2	PMNN4424B	BATT IMPRES LI-ION IP68 2350T	1	\$148.84	\$108.65	\$108.65



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Budgetary

QUOTE-2325051
Warwick PD - APX4000 Digital

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	1	\$142.56	\$104.07	\$104.07
4	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	1	\$82.08	\$59.92	\$59.92
Grand Total					\$3,008.07(USD)	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2324843
Warwick PD - APX4500 Dash Mount - Digital

Billing Address:
WARWICK POLICE DEPT, CITY
OF
3275 POST RD CITY HALL
WARWICK, RI 02886
US

Shipping Address:
WARWICK POLICE DEPT, CITY
OF
99 VETERANS MEMORIAL DR
WARWICK, RI 02886
US

Quote Date:09/11/2023
Expiration Date:11/10/2023
Quote Created By:
Todd Postler
tposter@cybercomminc.com
860-608-0745

End Customer:
WARWICK POLICE DEPT, CITY OF
Chris Cunningham
chris.cunningham@warwickri.com
+14014684200

Payment Terms:30 NET

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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22SSS9PW1BN	APX4500 ENHANCED UHF R2 MOBILE	1	\$2,117.44	\$1,545.73	\$1,545.73
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	\$216.00	\$216.00	\$216.00
1b	G66BF	ADD: DASH MOUNT O2 APXM	1	\$138.00	\$100.74	\$100.74
1c	GA01605AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1d	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	1	\$715.00	\$521.95	\$521.95
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$66.00	\$48.18	\$48.18
1f	GA00804AA	ADD: APX O2 CH (GREY)	1	\$541.00	\$394.93	\$394.93
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1h	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$57.67	\$57.67
1i	W969BG	ADD: MULTIKEY OPERATION	1	\$363.00	\$264.99	\$264.99
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2324843
Warwick PD - APX4500 Dash Mount -
Digital

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G428AD	ADD: ANT 3.5DB 450-470 MHZ	1	\$55.00	\$40.15	\$40.15
1l	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
Grand Total					\$3,190.34(USD)	

Notes:

- PRICING BASED ON RI MPA CONTRACT.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 - #: 36-1115800



QUOTE-2324879
 Warwick PD - APX4500 Remote Mount
 - Digital

Billing Address:
 WARWICK POLICE DEPT, CITY
 OF
 3275 POST RD CITY HALL
 WARWICK, RI 02886
 US

Shipping Address:
 WARWICK POLICE DEPT, CITY
 OF
 99 VETERANS MEMORIAL DR
 WARWICK, RI 02886
 US

Quote Date:09/11/2023
 Expiration Date:11/10/2023
 Quote Created By:
 Todd Postler
 tpostler@cybercomminc.com
 860-608-0745

End Customer:
 WARWICK POLICE DEPT, CITY OF
 Chris Cunningham
 chris.cunningham@warwickri.com
 +14014684200

Payment Terms:30 NET



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22SSS9PW1BN	APX4500 ENHANCED UHF R2 MOBILE	1	\$2,117.44	\$1,545.73	\$1,545.73
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	\$216.00	\$216.00	\$216.00
1b	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1c	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	1	\$715.00	\$521.95	\$521.95
1d	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$66.00	\$48.18	\$48.18
1e	GA00804AA	ADD: APX O2 CH (GREY)	1	\$541.00	\$394.93	\$394.93
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1g	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$57.67	\$57.67
1h	W969BG	ADD: MULTIKEY OPERATION	1	\$363.00	\$264.99	\$264.99
1i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1j	G428AD	ADD: ANT 3.5DB 450-470 MHZ	1	\$55.00	\$40.15	\$40.15



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 Motorola Solutions, Inc.: 500 West Monroe, United States - # 36-1115800



QUOTE-2324879
Warwick PD - APX4500 Remote Mount
- Digital

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1l	G67DQ	ADD: REMOTE MOUNT O2 APXM	1	\$327.00	\$238.71	\$238.71
Grand Total					\$3,328.31(USD)	

Notes:

- PRICING BASED ON RI MPA CONTRACT.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 - #: 36-1115800



QUOTE-2324898
Warwick PD - APX8500 Dual Head - Digital

Billing Address:
WARWICK POLICE DEPT, CITY
OF
3275 POST RD CITY HALL
WARWICK, RI 02886
US

Shipping Address:
WARWICK POLICE DEPT, CITY
OF
99 VETERANS MEMORIAL DR
WARWICK, RI 02886
US

Quote Date:09/11/2023
Expiration Date:11/10/2023
Quote Created By:
Todd Postler
tpostler@cybercomminc.com

End Customer:
WARWICK POLICE DEPT, CITY OF
Chris Cunningham
chris.cunningham@warwickri.com
+14014684200

Payment Terms:30 NET

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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	\$5,893.68	\$4,302.39	\$4,302.39
1a	GA00250AA	ADD: BLUETOOTH/WIFI/GNSS FLEXIBLE CABLE LMR195	1	\$110.00	\$80.30	\$80.30
1b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8V/U)	1	\$105.00	\$76.65	\$76.65
1c	G528AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2	\$17.00	\$12.41	\$24.82
1d	G51AT	ENH:SMARTZONE	1	\$1,650.00	\$1,204.50	\$1,204.50
1e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$288.00	\$288.00	\$288.00
1f	GA00092AU	ADD: APXM DUAL E5 CH	1	\$627.00	\$457.71	\$457.71
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$66.00	\$48.18	\$96.36
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1i	G67EH	ADD: REMOTE MOUNT E5 MP	1	\$327.00	\$238.71	\$238.71
1j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$413.91	\$413.91
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$717.00	\$523.41	\$523.41
1m	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$57.67	\$115.34
1n	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1o	W969BG	ADD: MULTIKEY OPERATION	1	\$363.00	\$264.99	\$264.99
1p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$330.00	\$240.90	\$240.90
Grand Total					\$8,327.99(USD)	

Notes:

- PRICING BASED ON RI MPA CONTRACT.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
123 Tice Blvd, Suite 200
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fac: +1 201.949.5799

March 23, 2022

Warwick Police Department
c/o Colonel Conner
99 Veterans Memorial Drive
Warwick, RI 02886

Subject: Cyber Communications Inc.

Dear Colonel Connor:

This letter is in regards to Cyber Communications Inc. Cyber Communications is an authorized Motorola Solutions Manufacturer's Representative (MR), as well as a Premier Service Partner of Motorola Solutions. Cyber Communications is the assigned Motorola Manufacturer's Representative to the City of Warwick Police Department, and is the only authorized MR to provide Rhode Island MPA 395 pricing to the City of Warwick P.D. for Motorola Solutions equipment and services. Motorola Solutions leverages the expertise and experience of Cyber Communications frequently within the State of Rhode Island, and consider them to be a valued and trusted partner. Cyber Communications is the lone Premier Service Partner and Motorola Manufacturers Representative located within Rhode Island. Cyber Communications is the lone Motorola Service Partner authorized to conduct maintenance and support, in conjunction with Motorola Solutions, on the Motorola, State of Rhode Island Trunked Land Mobile Radio System (RISCON).

Motorola would be pleased to address any concerns the City of Warwick Police Department may have. Any questions can be directed to me, Jon Lamoureux, Motorola Senior Account Manager, at (617) 699-2749.

We thank you for the opportunity to furnish Warwick Police Department with "best in class" solutions. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

A handwritten signature in cursive script that reads "Jon Lamoureux".

Jon Lamoureux
Senior Account Manager-New England

CODE: 67-291 Engineering – Pavement Crack Sealing

SECTION 56-6

Bid2024-223 Crack Sealing Contract

Sealcoating, Inc.
Dba Indus Inc.
825 Granite St.
Braintree, MA 02184

Contract Award: \$75,000.00

Contract Period: One Year from Date of Award



SEP 18 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

To: Francis Gomez, Purchasing Agent

From: Eric Earls, Public Works Director *EJE*

Date: September 18, 2023

Subj: Sealcoating, Inc. dba Indus

This department is seeking approval for an exception to notice for Sealcoating, Inc. dba Indus for crack sealing of the roads. This department finds it in the City's best interest to utilize this firm. A pricing comparison was performed between this vendor's pricing and the State bid, and finds Indus to be substantially lower than the vendor on the State bid.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Sealcoating, Inc. dba Indus in the amount of \$75,000 for crack sealing services on City roadways. The contract period will be one year from date of award.

(67-291 - \$75,000)

Moretti Christy L

From: Sandra MacKinnon <sandra.mackinnon@Indusinc.com>
Sent: Monday, September 18, 2023 10:36 AM
To: Kurowski David A
Cc: Moretti Christy L; Alan Viall
Subject: [EXT] - RE: Indus Warwick RI Contract Extension

Caution! This message was sent from outside your organization.

Dave,

Please see below:

- PCRM \$12.47/GAL
- HiMA 2(L) \$5.87/SY

Thank you.

Sandy MacKinnon
Municipal Project Manager



825 Granite Street
Braintree, MA 02184
Main: 781.428.3400
Direct: 781.428.3405
Email sandra.mackinnon@indusinc.com | www.indusinc.com

From: Kurowski David A <david.a.kurowski@warwickri.gov>
Sent: Monday, September 18, 2023 10:30 AM
To: Sandra MacKinnon <sandra.mackinnon@Indusinc.com>
Cc: Moretti Christy L <christy.l.moretti@warwickri.gov>; Alan Viall <alan.viall@indusinc.com>
Subject: Indus Warwick RI Contract Extension

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	ANNSEAL INC 130 MAIN ST STE 3 JOHNSON CITY, NY 13790-2440 United States
----------------------------	--

S H I P T O	DOT CONTRACT ADMINISTRATION TWO CAPITOL HILL, RM 112 SMITH ST PROVIDENCE, RI 02903 United States
----------------------------	--

DOT: 2023-CR-008 2023 CRACK SEALING C-1	
Award Number	3831909
Revision Number	0
Effective Period	25-MAY-2023 - 31-OCT-2028
Approved PO Date	25-MAY-2023
Vendor Number	17447-iSupplier

Type of Requisition	*OTHER
Requisition Number	1799043
Change Order Requisition Number	
Solicitation Number	TCB23002165
Freight	Paid
Payment Terms	NET 30
Buyer	Stephens, Michael
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>

DOT PROJECT 2023-CR-008 2023 CRACK SEALING C-1

BLANKET DATES:
 5/25/2023 – 10/31/2028

ANTICIPATED COMPLETION DATE: OCTOBER 31, 2023

INVOICE TO

DOT ACCOUNTS PAYABLE
 TWO CAPITOL HILL, RM 230
 SMITH ST
 PROVIDENCE, RI 02903
 United States

STATE PURCHASING AGENT

Nancy R. McInbyre

REGISTRATION REQUIREMENTS

IMMEDIATE VENDOR ACTION REQUIRED:
 ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at :
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

PURCHASE ORDER TO REMAIN OPEN FOR AUDITING PURPOSES THROUGH OCTOBER 31, 2028

RI CONTRACT NO. 2023-CR-008
CONTRACT PRICE: \$1,474,219.38

CONTRACT IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DOCUMENTS OF PUBLIC BID
#TCB23002165

FAP #: STP-RESF (444)
PTS ID #: 2606Q

DOT AGENCY CONTACT:
JAMES CAPAIDI
PHONE: 401-563-4083
EMAIL: JAMES.CAPAIDI@DOT.RIGOV

SUPPLIER CONTACT:
ANNSEAL, INC.
NANCY O'BRIEN
PHONE: 607-797-2877
EMAIL: NOBRIEN@ANNSEAL.COM

INVOICE TO

DOT ACCOUNTS PAYABLE
TWO CAPITOL HILL, RM 230
SMITH ST
PROVIDENCE, RI 02903
United States

STATE PURCHASING AGENT


Nancy R. McIndyre

REGISTRATION REQUIREMENTS

IMMEDIATE VENDOR ACTION REQUIRED:
ALL vendors with an existing Purchase Order must be registered in OCEAN STATE
PROCURES(OSP). Get Instructions at :
<https://www.ridop.ri.gov/osp/osp-vendor-registration.php>

RIDOT Bid Detail Report

ANNSEAL INC

Solicitation Number	Line Item Number	Item Specification Number	Item Name	Quantity	Unit	Item Price	Item Total
TCB23002165	1.00	408.9901	CLEANING AND SEALING CRACKS IN BITUMINOUS CONCRETE PAVEMENT: NON-LIMITED ACCESS ROADS	4,480,375.00	linear foot	\$0.30	\$1,344,112.50
	2.00	914.5010	FLAGPERSONS	1,280.00	labour hour	\$51.20	\$65,536.00
	3.00	914.5020	FLAGPERSONS - OVERTIME	256.00	labour hour	\$64.73	\$16,570.88
	4.00	928.0500	SHADOW OR ADVANCE WARNING VEHICLE WITH IMPACT ATTENUATOR AND FLASHING ARROW BOARD	640.00	hour	\$75.00	\$48,000.00
Totals							\$1,474,219.38

Bid2024-116 Firefighter Occupational Medical Evaluations RE-BID

- 5 bids received

BID ADVERTISED DATE: July 11, 2023

BID OPENING DATE: July 25, 2023

CODE: 35-335 Fire Department – Occupational Medical Program

MANNER OF AWARD: \$70,000.00
One Year from Date of Award

RECOMMEND: Atmed Treatment Center

**COPIES OF BID SUBMISSIONS ARE AVAILABLE UPON REQUEST VIA REGULAR
PROCESS**

Atmed Treatment Center
1524 Atwood Ave.
Johnston, RI 02919

Occupational Health Centers of the Southwest, P.A.
Dba Concentra Medical Centers
400 Bald Hill Road
Warwick, RI 02886

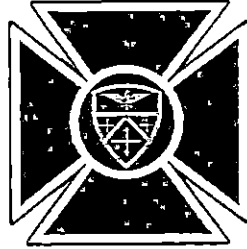
SiteMed North America LLC
1634 White Circle, Suite 101
Marietta, GA 30066

Professional Health Services, Inc.
600 Reed Road, Suite 103
Broomall, PA 19008

Caduceus Occupational Medicine
Dba Caduceus Exams Management
535 N Central Ave.
Hapeville, GA 30354



Jason Umbenhauer
Assistant Chief



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

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

October 2, 2023

Francis Gomez
Purchasing Agent
City of Warwick

The bid for *Firefighter Occupational Medial Evaluations, Bid#2024-116* has been carefully reviewed by the Fire Department.

Five (5) vendors submitted a bid, and after evaluating pricing the following vendor has met all the specifications outlined in our request at the lowest cost. Therefore, I recommend the bid be awarded to the following vendor:

Atmed Treatment Center, East Greenwich, RI

The Fire Department has used Atmed Treatment Center for medical evaluations in the past and have been pleased with the services that they provide.

One vendor, Caduceus, initially appeared to have the lowest bid proposal. After a post-bid conference with the company to ensure their ability to logistically perform the evaluations, the company reevaluated their bid submission. It appears that the company did not fully understand the bid specifications and submitted written acknowledgement that they misunderstood the requirements and subsequently submitted updated pricing. The updated pricing is significantly higher than that of the recommended vendor. A written statement from the vendor is attached.

The Department is requesting an award for one (1) year, in a total amount not to exceed \$70,000. Funding for this award will be from budget code 35-335 Occupational Medical Program.

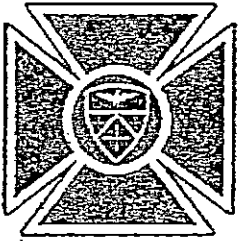
Please contact me should you have any questions.

Jason Umbenhauer
Assistant Chief

Lamprey Jessica L

From: Umbenhauer Jason
Sent: Monday, October 2, 2023 9:06 AM
To: Purchasing Bids
Subject: FW: [EXT] - Pricing Clarification
Importance: High

See email below in reference to bid 2024-116



Jason Umbenhauer
Assistant Chief
Warwick Fire Department
City of Warwick
(401) 468-4044
<http://www.warwickri.gov/>
Jason.Umbenhauer@warwickri.gov

From: Griffin Markwith <gmarkwith@caduceusocmed.com>
Sent: Friday, September 29, 2023 12:20 PM
To: Umbenhauer Jason <Jason.Umbenhauer@warwickri.gov>
Subject: [EXT] - Pricing Clarification
Importance: High

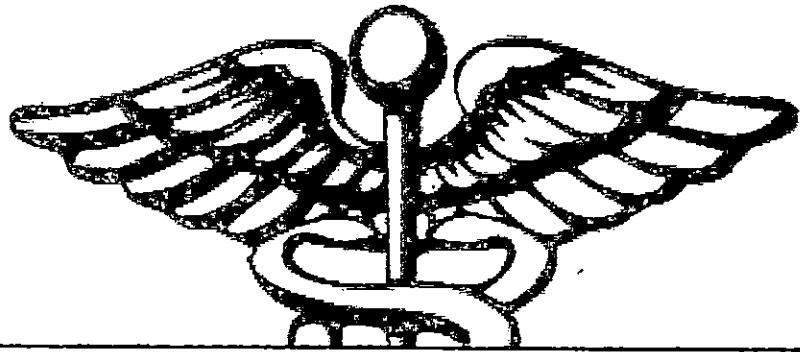
Caution! This message was sent from outside your organization.

Good afternoon, Chief Umbenhauer,

I hope you are doing well. After our meeting this week, our team went over the services your department requires to confirm that the pricing we provided was accurate. Unfortunately, we misunderstood what was included in an NFPA 1582 Evaluation and our pricing reflected a basic firefighter physical rather than the complete evaluation necessary for your department. Our actual price point(s) for Line Items 1-4 would be around \$600 each. We apologize for the mistake on our end and the ensuing confusion. We understand if this clarification renders us non-competitive. Thank you for taking the time to meet with us and we again apologize for the mistake on our end.

Sincerely,

Griffin Markwith
Caduceus RFP Writer
Phone: 470-705-0584
Fax: 678-367-2269
gmarkwith@caduceusocmed.com
Team email: CE@Caduceusocmed.com
Eastern Time Zone



CADUCEUS USA • EXAMS • TE



CODE: 510-0400 ARPA Expenditures
76-358 Insurance – Insured Accidents-Police

SECTION 56-6

Bid2024-244 Purchase 2022 Bobcat Compact Loader Model S740

Bobcat of Rhode Island
421 Lincoln Ave.
Warwick, RI 02888

Contract Award: \$50,000.00

Contract Period: One Time Purchase

CITY OF WARWICK

Colonel Bradford Connor
Chief of Police

Frank J. Picozzi
Mayor



Police Department
99 Veterans Memorial Drive
Warwick, Rhode Island 02886-4617
Telephone: (401) 468-4200

September 27, 2023

Ms. Francis Gomez, Purchasing Agent
Warwick City Hall
3275 Post Road
Warwick, RI 02886

Re: Request for Purchase Authorization – 2022 Bobcat Compact Loader Model S740
City Ordinance 56-6 Exception to Bid
Funding Source: ARPA Capital Outlay – budget code 510 0400 & Insurance Proceeds-budget code 76-358

Dear Ms. Gomez,

The police department is seeking a 56-6 exception to bid for the purchase of one (1) 2022 Bobcat bucket loader from Bobcat of Rhode Island located in Warwick, RI. The purchase price offered to the police department for this machine is \$50,000 and would include a large bucket and pallet fork frames. The machine also has new tires. The machine would be assigned to our maintenance garage and would be used for a variety of tasks to include snow removal around police and fire headquarters and the organization and moving of junk cars and similar items held at the police department. The machine would also be available to assist other City departments on an as-needed basis.

The reason for the exception to bid request is due to the immediate availability of this 1-year old, off-lease, machine with 1,450 hours of use. We feel it'd be a disadvantage to go out to bid since we feel the price offered is very good based on model, year, and condition. Bobcat of New England is a Warwick based business and will be easier to deal with for warranty and routine maintenance matters. We were provided a quote for the new version of this Bobcat, similarly equipped, and it is over \$100,000.

The purchase of this Bobcat loader will be part of our FY2024 vehicle purchase plan.

The total amount, if approved, would be \$50,000 and would be funded as follows:
ARPA Capital Outlay – budget code 510 0400: \$33,962.23 (remainder of preapproved ARPA funds for vehicle purchases for FY24)
Insurance Proceeds-budget code 76-358 : \$16,037.77

Please feel free to contact me at 468-4230 should you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew P. Sullivan".

Major Andrew P. Sullivan
Administrative Bureau Commander



Product Quotation
 Quotation Number: JS108266
 Quote Sent Date: Sep 26, 2023
 Expiration Date: Oct 20, 2023

Prepared By
 Justin Snyzyk
 Phone: 4016125070
 Email: jsnyzyk@bobcatri.com

Customer
 Warwick Police Department
 99 VETERANS MEMORIAL DR
 WARWICK, RI, 02886-4699
 Phone: +14016399309

Contact
 Mike Grant
 Phone: +14016399309
 Email: michael.grant@warwickri.gov

Dealer
 Bobcat of Rhode Island, Warwick, RI
 421 LINCOLN AVENUE
 WARWICK, RI, 02888

Item Name	Item Number	Quantity	Price Each	Total
USED 2022 S740 T4 Bobcat Compact Skid Loader B3BT19411 1450HRS	M0277	1	50,000.00	50,000.00
C37 Comfort Package <i>Included: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Deluxe Instrument Panel with Keyless Start, Radio, Heated Cloth Air Ride Suspension Seat</i>	M0277-P07-C37	1	0	0
P23 Performance Package <i>Included: Power Bob-Tach, 2-Speed, Hydraulic Bucket Positioning</i>	M0277-P06-P23	1	0	0
74" Severe Duty Bucket	7326130	1	0	0
4k Heavy Duty Pallet Fork Frame	7294305	1	0	0
48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	0	0

Total for S740 T4 Bobcat Compact Skid Loader **50,000.00**

Has brand new HD tires and will come with brand new Pallet Forks at no charge (\$2800 value)
 Comes with balance of factory warranty good until 12/20/2023

Quote Total - USD	50,000.00
Sales total before Taxes	50,000.00
Taxes	0.00
Quote Total - USD	50,000.00

Customer Acceptance:	
Quotation Number: JS108266	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>



Product Quotation
 Quotation Number: JS108266
 Quote Sent Date: Sep 26, 2023
 Expiration Date: Sep 30, 2023

Prepared By
 Justin Snyzyk
 Phone:
 Email: jsnyzyk@bobcatri.com

Customer
 Warwick Police Department
 99 VETERANS MEMORIAL DR
 WARWICK, RI, 02886-4699
 Phone: +14016399309

Contact
 Mike Grant
 Phone: +14016399309
 Email: michael.grant@warwickri.gov

Dealer
 Bobcat of Rhode Island, Warwick, RI
 421 LINCOLN AVENUE
 WARWICK, RI, 02888

Item Name	Item Number	Quantity	Price Each	Total
S740 T4 Bobcat Compact Track Loader	M0277	1	83,831.00	83,831.00
C37 Comfort Package <i>Included: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Deluxe Instrument Panel with Keyless Start, Radio, Heated Cloth Air Ride Suspension Seat</i>	M0277-P07-C37	1	8,435.00	8,435.00
P23 Performance Package <i>Included: Power Bob-Tach, 2-Speed, Hydraulic Bucket Positioning</i>	M0277-P06-P23	1	5,958.00	5,958.00
74" Severe Duty Bucket	7326130	1	2,632.00	2,632.00
Total for T740 T4 Bobcat Compact Track Loader				100,856.00
Quote Total - USD				100,856.00
Sales total before Taxes				100,856.00
Taxes				0.00
Quote Total - USD				100,856.00

Customer Acceptance:
 Quotation Number: JS108266 Purchase Order: _____

Authorized Signature:
 Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y / N

QUOTE FOR EQUIVALENT NEW MODEL OF
 WHAT WE ARE SEEKING TO PURCHASE USED

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BOBCAT OF CONNECTICUT	
2 Business name/disregarded entity name, if different from above BOBCAT OF RHODE ISLAND	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 421 LINCOLN AVE	Requester's name and address (optional)
6 City, state, and ZIP code WARWICK, RI, 02888	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
0	6	-	1	3	0	8	4	4	8

Part II Certification

Under penalties of perjury, I certify that

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ▶ <u>4/25/19</u>
------------------	--------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

CODE: 35-335 Fire Department – Occupational Medical Program

SECTION 56-6

Bid2024-247 Purchase OneTest Cancer Screening Kits

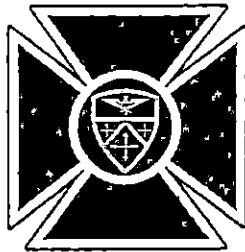
20/20 GeneSystems, Inc.
9430 Key West Ave. Suite 100
Rockville, MD 20850

Contract Award: \$30,000.00

Contract Period: One Year from Date of Award



Jason Umbenhauer
Assistant Chief



OCT 02 2023

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

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

October 2, 2023

Francis Gomez
Purchasing Agent
City of Warwick

The Fire Department is seeking a 56-6 exception to bid for the purchase of OneTest Cancer Screening Kits from 20/20 GeneSystems of Gaithersburg, MD in an amount not to exceed \$30,000.

The current collective bargaining agreement between IAFF Local 2748 and the City requires that, at the City's expense, provide OneTest Cancer Screening to all employees on a bi-annual basis. The first screening shall be conducted prior to December 31, 2023.

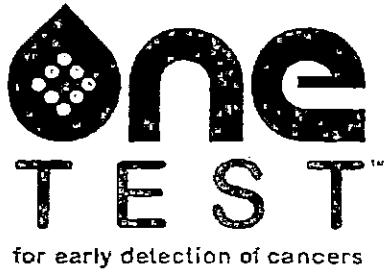
20/20 GeneSystems offers a significant discount on their product to first response agencies. The listed retail price of this test is \$189, which is the lowest cost submitted on our recent Firefighter Occupational Medical Evaluation bid. 20/20 GeneSystems is offering the kits to the Fire Department for \$139 each.

20/20 GeneSystems is the sole source provider in all markets for the proprietary iNet Instrument Network.

The Department is requesting a 1-year award, for an amount not to exceed \$30,000. Funding for the request will be from budget account code 35-335 Occupational Medical Program.

Please contact me should you have any questions.

Jason Umbenhauer
Assistant Chief



20/20 GeneSystems, Inc.
 15810 Gaither Drive, Suite 235
 Gaithersburg, MD 20877
 (240) 453-6339 ext.123
www.onetestforcancer.com
alevy@2020gene.com

Price Quote Valid for 60 Days

Customer/Bill To:

Contact/Ship To: Assistant Chief Jason Umbenhauer

Warwick Fire Department
 111 Veterans Memorial Drive
 Warwick, RI 02886
 Email: jason.umbenhauer@warwickri.gov
 Phone: 401-468-4000.

09/12/2023

Product	# of Tests	Rate	Amount
OneTest Kits	213	\$139.00	\$29,607.00
Shipping* To customer		\$150.00	\$ 150.00
SUBTOTAL			\$29,757.00
<p>All Mild and Moderate Risk test reports will be retested at no additional charge with OneTest Premium test panel.</p> <p>OneTest Price effective through 12/31/2024</p> <p>Shipping* back OneTest samples to laboratory for processing with at least 5 tubes/return boxes (supplied) (Prepaid FedEx shipping labels). Return shipping not included if less than 5 sample tubes/return shipping box.</p>			
Butterfly Needles (75 Total) 25/package	0		
Centrifuge Rental	1		\$0.00
Total			\$29,757.00
Made in the USA			

*Shipping costs may increase or decrease depending on the final number of inbound and outbound shipments. The quoted shipping fees may vary based on destination, and other variables. *

ADDITIONAL SERVICES:

MD Integration Telemedicine Services** \$15.00/per person
 Phlebotomy/Blood Draw Services** \$65/hr



for early detection of cancers

20/20 GeneSystems, Inc.
15810 Gaither Drive, Suite 235
Gaithersburg, MD 20877
(240) 453-6339 ext.123
www.onetestforcancer.com
alevy@2020gene.com

****OneTest requires a licensed medical professional authorization and a venous blood draw (tube of blood must be spun down with centrifuge prior to shipping specimen to laboratory).**

ADDITIONAL SUPPLIES:

Butterfly Needles	\$250.00/150 or \$1.75 ea
Centrifuge	\$75.00 & up for rental (or purchase from Amazon starting at \$85.00+) Purchase Centrifuge Here
Tiger Top Tubes	\$ Included
Ice Packs & Mailers	\$ Included
Prepaid FedEx Return shipping labels	\$ included *

All amounts shown are in USD.

Pricing will be held for next year with a commitment to reorder.

A company representative will contact you approximately two months before you should be re-tested.

Orders Accepted by Phone or Email:

Phone: (813) 767-5554

Email: joes@onetestforcancer.com



9430 Key West Ave. Suite 100
 Rockville MD 20850
 www.2020gene.com

April 21, 2021

Notice of Sole Source

To whom it may concern:

This letter confirms that 20/20 GeneSystems, Inc. ("20/20") is the developer and sole provider of *OneTest*[™] a proprietary blood test and machine learning algorithm for the early detection of multiple cancers. www.OneTestforCancer.com. This product is covered by certain patents, patent applications, trade secrets, and proprietary know-how. It is believed to be the only blood test available in the USA for screening multiple cancers that is powered by machine learning algorithms built with cancer outcome data from over 200,000 individuals previously tested.

The product can be purchased only from 20/20 and its authorized agents or representatives.

The following is a summary of some of our patent filings:

20/20 Patent Portfolio - Overview			Jurisdiction	Proj. Expiry
Algorithms and AI for the Early Detection of Lung and other Cancers		Serial No./Patent No.		
1	Use of multiple tumor markers in a machine learning model for cancer detection	US 2018/0173847	US and TW	2036
2	Cancer Classifier Models	PCT/US19/40075	US, CN and JP	2039
3	Use of autoantibodies and cancer proteins for aiding in detection of lung cancer ¹	US 9,347,945	US	2026
4	Algorithm for assessing the likelihood a patient has lung cancer	US 9,753,043	US and CA	2032
5	Use of combination of microRNA with autoantibodies and/or cancer proteins for aiding in detection of lung cancer	US 2015/0072890	US	2034
6	Algorithm for assessing the likelihood a patient has cancer	US 2018/0068083	US and CN	2035-37
7	Methods for aiding in distinguishing between benign and malignant pulmonary nodules	WO 2017/173428	US and CN	2037

¹ In-licensed from Abbott Molecular Inc.

8	Methods and algorithms for identifying a patient for follow-up cancer diagnostic testing	US 63/033,192	US	2041
9	Pan cancer universal algorithm	US 63/051,315	US	2041

Please contact the undersigned for further questions.

Sales and Marketing
20/20 GeneSystems, Inc.
Ph: 866-572-2020 x 107

SECTION 56-6

Bid2024-243 Speedalert 24 Radar Message Sign

All Traffic Solutions Inc.
3100 Research Drive
State College, PA 16801

Contract Award: \$18,616.00

Contract Period: One Time Purchase

CITY OF WARWICK

Colonel Bradford Connor
Chief of Police

Frank J. Picozzi
Mayor



Police Department
99 Veterans Memorial Drive
Warwick, Rhode Island 02886-4617
Telephone: (401) 468-4200

September 29, 2023

Ms. Francis Gomez, Purchasing Agent
Warwick City Hall
3275 Post Road
Warwick, RI 02886

RE: Request for Purchase Authorization: Variable Message Board
City Ordinance 56-6 "Exception to Notice"
Funding Source: 2023 State Jag Grant 33-356

Dear Ms. Gomez,

The Police Department wants to purchase a Speedalert 24 Radar Message Sign manufactured by All Traffic Solutions. The Police Department currently has two message sign boards ("speed sled") used to convey impaired driving safety messages and inform and remind the general public about any updates regarding road traffic, public safety, and community events. The Traffic Division has used these "speed sleds" to address speeding complaints from the various City Council Wards and as an overall response to speeding complaints along with a traffic counter. These "speed sleds" are a valuable tool for reducing accidents and speed-related crashes in our neighborhoods and city streets.

Our Traffic Division currently utilizes both "speed sleds" nearly 365 days a year, depending on the weather. The high demand for our "speed sleds" throughout the city necessitates the purchase of another "speed sled." The "speed sleds" are an invaluable tool in getting the National Highway Transportation Safety Administration (NHTSA) safety messages to the public in a highly efficient way. These "speed sleds" are trailered, solar rechargeable, radar-equipped variable sign boards. They allow all officers to not only program specific messages to be displayed to the public in real time but also allow data collection regarding speeds and car counts. This data enables the Traffic Division to plan a strategy for continued high visibility enforcement, as well as evaluate if enforcement in the area has improved traffic safety.

The police department requests to purchase one (1) Speedalert 24 Radar Message Sign from All Traffic Solutions located at 3100 Research Dr. State College, PA 16801. The amount of this purchase is \$18,616.00. Funds will be expended from the 2023 State Jag Grant, police budget code 33-356. This is a one-time purchase.

Please feel free to contact this office should you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew P Sullivan".

Major Andrew P Sullivan
Administrative Bureau Commander

ALL TRAFFIC SOLUTIONS



All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-79504

DATE: 09/07/2023

PAGE NO: 1

Mail Purchase Orders to:

3100 Research Dr.
State College, PA
16801

Questions contact:

MANUFACTURER:

All Traffic Solutions

Matthew O'Brien

(571) 321-5449

x 265

mobrien@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

City of Warwick
99 Veterans Memorial Drive
Warwick, RI 02886

SHIP TO:

City of Warwick
99 Veterans Memorial Drive
Warwick, RI 02886
Attn: Michael Lima

Billing Contact:

PAYMENT

TERMS:

Net 30

CUSTOMER: City of
Warwick

CONTACT:(401) 468-4224

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1	\$9,307.15	\$9,307.15
4001626	VZW communications prep	1	\$0.00	\$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,500.00	\$1,500.00
4001299	3 Year Warranty	1	\$0.00	\$0.00
4001882	ATS-5 Trailer: FLOCK ready 470Ah Batteries, 160W solar, 20Ah solar controller & Trailer Certificate of Origin	1	\$6,650.00	\$6,650.00
4000833	External Antenna for Trailer, for areas with weak cellular service	1	\$75.00	\$75.00
4001656	Violator Strobe, Blue for ATS-5 for use with SA24	1	\$800.00	\$800.00
4000641	Shipping and Handling Common Carrier	1	\$1,317.00	\$1,317.00
4001299	3 Year Warranty	1	\$0.00	\$0.00
4001190	Discount - New Purchase	1	(\$1,033.15)	(\$1,033.15)

Special Notes:

- Speed Alert 24 (5 Ft. W x 28in H, 43 lbs.) on ALPR Ready Made Trailer is a combination of a Radar and Variable Message Trailer for Traffic Calming, Traffic Statistics and General Messaging.
- ALPR Ready Made Trailer built to power customers Flock Camera to have long run times from weeks to months
- Our TrafficCloud does not sync with customers LPR systems, they are separate
- Customer can ship Flock Camera to ATS to install on our trailer
- 3 Year Warranty on the Speed Alert 24
- American made products

SALES	\$18,616.00
AMOUNT:	
TOTAL	<u>\$18,616.00</u>
USD:	

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____



Tuesday, June 16th 2023,

Re: Exclusively with All Traffic Solutions' products

The Shield™ radar speed display, SpeedAlert™ radar message sign and the instALERT® variable message sign are proprietary products solely engineered and manufactured by Intuitive Control Systems, LLC, the parent company of All Traffic Solutions. All Traffic Solutions products are manufactured within the United States using domestic labor and components.

In 2013, All Traffic Solutions was awarded US Patent 8,417,442 for the web-based data reporting (TraffiCloud, formerly SmartApps) which allows users to access data collected remotely and generate reports.

*****All other sign vendors offering this, or similar remote web-based data collection are in direct violation of All Traffic Solutions Patents.*****

Our exceptional solutions include the following:

- Internet Connectivity (standard): All Traffic Solutions exclusively includes wireless communication capability as a standard feature in all equipment.
- Cloud-Synchronized (standard): Web access to our hosted service allows users to manage any and all of their traffic-related devices in a single ecosystem. All devices automatically upload and consolidate collected traffic data onto this platform generating real-time reports.
- Web-based Apps (standard): Browser-based software interface automatically updates to the most current, feature-rich firmware at no charge.
- Mounting (standard): Our 12", 15" and 18" signs all utilize a standardized mounting configuration to suit any power source, whether temporary or permanent installations.
- Equipment Construction: All Traffic Solutions leads the industry by designing and manufacturing the lightest, most ruggedized equipment. Durable in extreme environments, all equipment functions reliably lasting years. The Shield 12", 15", and 18" signs weigh 12, 18, and 29 lbs. respectively. The InstALERT and SpeedALERT 24" signs weigh only 43 lbs, and are the only folding signs in the market. Easy to mount anywhere, including vehicles.
- Extended battery life (standard): Internal Lithium-based batteries will add as little as 2.5 lbs. with one 12Ah or 8 lbs. with two 16Ah batteries. All batteries are uniquely sized to fit the interior compartments of the signs and include connections required to power All Traffic Solutions equipment.

ALLTRAFFIC
SOLUTIONS



- TrafficCloud™ services: Include, but are not limited to the following, customizable reports from a variety of sensor data sources, Drive Times, Parking Availability, GPS mapping, Wrong Way Detection Systems, Work Zone, School Zone, Freight management solutions, and more.
- Perpetual Warranty: On-going standard warranty remains in effect as long as the TrafficCloud services are active.

We look forward to building a partnership with you by implementing meaningful solutions today, and future-proof strategies beyond.

Please direct further inquiries to my attention (Toll Free) +1 (866) 366-6602, ext. 265 or by email at mobrien@alltrafficsolutions.com

Sincerely,

Matthew J. O'Brien

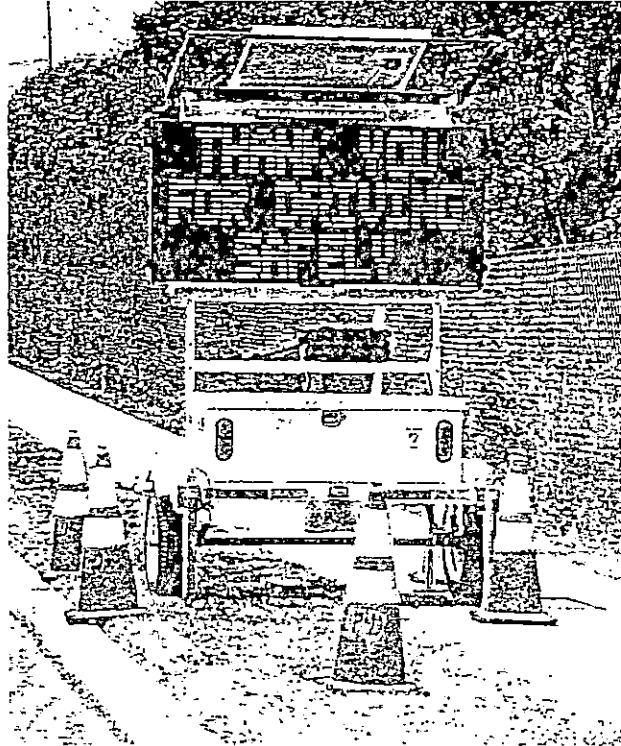
Matthew O'Brien
Territory Manager

SPEEDALERT 24 RADAR MESSAGE SIGN



SpeedAlert 24 Radar Message Sign

- SpeedAlert 24 (SA24): 24" x 60" full matrix
- Folds to fit in police cruiser trunk, SUV. 43lbs
- Size, weight without battery:
 - Open: 28" x 60" x 1½"
 - Folded Dimensions: 28" x 30" x 3¼"
- Full matrix display
- Universal mounting system: attach to pole, trailer, or vehicle hitch mount
- Integral camera for awareness and alert triggered images 640x480 daylight images
- Internal K band radar with adjustable sensitivity
- Power saving circuitry and automatic dimming for ambient light conditions with adjustable dimming range and manual display brightness override
- Meets MUTCD specifications



SpeedAlert Operation Modes

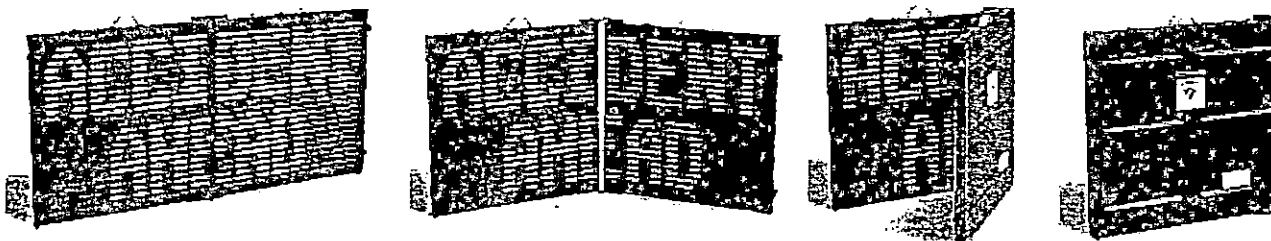
- Message Mode: Display one message, up to six (6) screens
- All Messages: Sequence all messages in sign memory
- Speed Display: Display approaching vehicle's speed with "YOUR SPEED" LED message
- Dependent Message: Display targeted messages based upon approaching vehicle's speed
- Changeable speed limit sign
- Stealth or Display Off: Collect traffic speed and volume data with no display
- Schedule: Change message and/or mode up to 13 times/day
- Collect vehicle volume by speed and time data in all modes
- Sign returns to last configuration when power applied

SpeedAlert Messages

- SA24: 1-3 line messages
 - 1 line: 24" (H) x 12.5" (W) characters, four per line
 - 2 lines: 10¼" (H) x 5.75" (W) characters, eight (8) per line

- 3 lines: 7" (H) x 4" (W) characters, 12 per line
- 2 lines: (1) 7" char, 12/line, (1) 10¼" char, 8/line
- Up to six (6) screens per message
- Full graphics capability, each LED individually controllable
- Variable display time, flash and reverse rates for each screen
- Scroll through 25 user defined onboard messages using selector buttons built into sign, no training necessary
- Ability to sequence messages for up to 144 screen animation
- Message power efficiency calculator in software
- Actual sign preview and unlimited message storage using TrafficCloud™ Web-based Remote Management Service, ATS PC Sign Manager or ATS Android app
- Messages on sign retained when power removed
- Sign returns to last message when power applied

Engineered and manufactured in the United States of America



SpeedAlert 24

- **Conditional Messaging:** Accept local or remote data and dynamically display messages driven off data, and/or incorporate into messages

SpeedAlert Programming Methods

On-Board Programming (standard on all units)

- Select message from sign's memory
- Select operation mode and speed limit
- Buttons time out to prevent tampering
- TrafficCloud Web-based Remote Management Services using integral cell modem for remote management (see TrafficCloud specification for more information)
- **Turnkey system:** Remote connectivity functional upon ship. Unit connects to TrafficCloud Service when sign powered
- Fully hosted web-based management system
 - Internet connected computer with browser provides anywhere access on all connected devices with browser
 - No IT involvement or support necessary. System bypasses customer network eliminating access issues
 - Cellular provided by ATS, no separate cellular charges
 - Hosted database requires no setup or maintenance by customer

Apps

All apps included in Traffic Suite:

- **Equipment Management:** Online sign management - change messages and settings remotely
- **Reporting:** Online data retrieval, management and analysis, enhanced report generation
- **Image Management:** Online image retrieval and management of images from sign's internal camera
- **Alerts:** Notifications for low battery and tampering, high speed and congestion; Alerts can include images
- **Mapping:** Visually manage equipment and data
- PremierCare Perpetual Warranty

ATS PC Sign Manager

Local Management using PC with USB connection standard with all signs, Bluetooth optional

- PC based client software
- Connect to sign via USB or Bluetooth (optional)

ATS Android App: Local Management (optional)

- Android OS wireless Bluetooth control local to unit
- Android device can be phone or WiFi device with Bluetooth

Local Management Features: (PC and Android)

- Create and change messages, modes and settings
- Local data retrieval and management
- Local image retrieval and management from sign's internal camera

- Manage all unit settings, automatic sync with TrafficCloud Web-based Remote Management Service if subscribed
- All traffic data and messages saved for online management and backup with optional Traffic Suite
 - Retrieve data and save to TrafficCloud at no cost, generate limited reports online from hosted data. Extended reports available with TrafficCloud subscription
 - Create message and save to TrafficCloud library, messages available on all ATS Android App or PC Sign Manager devices with TrafficCloud™ subscription
- Ranges dependent on speed limit setting only, so simple speed limit change adjusts all dependent message ranges
- Independent Maximum Speed Displayed setting
- Speed Dependent Messages can be any SA24 messages, including:
 - "YOUR SPEED" screen with 24" speed display digits
 - "SPEED LIMIT" screen with 24" speed limit display digits

SpeedAlert Programming

Configure the following parameters via TrafficCloud Web-based Management System, ATS Android App or PC Sign Manager.

- **Messages**
 - Create and load message using "Display Now" feature
 - Load 24 messages into sign's memory
 - Scroll messages in sign's memory
 - Display signs stored in TrafficCloud Web, ATS Android App or PC Sign Manager
- **Speeds**
 - Speed limit
 - Maximum speed displayed
 - Display on/off/specific mph activation
 - Radar sensitivity (range)
 - **Speed limit sign operation:** Change speed limit up to 13 times per day schedule
 - Metric capable display with hundreds digit
- Set time via PC, Android or sync with cell signal (TrafficCloud)
- Sign firmware field and remotely upgradeable

Speed Dependent Message System

- Different messages for each of five speed ranges
 - No cars
 - Cars \leq speed limit
 - Cars $>$ Speed Limit, $<$ x
 - Cars $>$ x $<$ upper speed
 - Cars $>$ upper speed

Scheduling

- **All days, Multiple Messages:** Schedule up to 50 different messages or modes for up to 13 different time periods in a 24 hour day, repeats in each 24 hour cycle
- **Seven day, Multiple Messages:** Schedule different messages or modes for up to 13 different time periods in each 24 hour day for each of seven days, repeats in each seven day cycle; up to 50 different messages can be used over the seven day period
- All messages and scheduling reside on the sign – no external hardware necessary
- Program schedule via TrafficCloud Web, ATS Android app or ATS PC Sign Manager, save to load onto multiple signs
- Camera activation controlled in schedule windows
- Internal real time clock, time and schedule maintained with power disconnected

SpeedAlert Data Logging Option

- Traffic reports generated using TrafficCloud Web-based Reporting App
- Collect data automatically with TrafficCloud Remote Management or locally with ATS Android App or PC Sign Manager
- Reports include tables and charts to address all constituents with the most applicable data presentation
- All reports exportable to excel, csv and pdf
- Automatic Data Collection – TrafficCloud Web
 - Data retrieval every 15 minutes – near real time reporting, memory never full
 - All data in one database for analysis filtered by location, date and time
 - Access reports from interactive map view by location

- **Local Data Collection:** ATS Android app or PC Sign Manager
 - All data hosted in online database for anywhere access
 - Download traffic data from sign with USB or Bluetooth connection
 - 30 days of high volume data minimum storage on sign, data collection rolls over when memory reaches capacity
- **Reports, Local Data Collection:**
 - Summary page with average and 85th percentile speed, average daily volume, 10 mph pace speed, high and low speed, display mode
- Traffic counts by speed range, full day and time of day over selected date range with 5 mph resolution
- Vehicle counts by time range per day by hour
- Vehicle counts by speed range and time of day
- **Reports, Automatic Data Collection (TraffiCloud Web-based Management Services)**
 - Enhanced Summary with detail charts and graphs
 - Compliance by speed range with three ranges
 - Enforcement report showing highest speed and volume violators over selected locations
 - Effectiveness report showing program performance

Construction

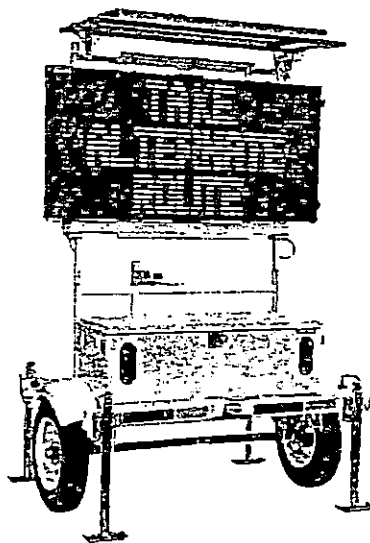
- **LED Pixels:** Amber 595nm, 30 degree viewing angle, 100,000 hours, black background, (MUTCD compliant)
- **LED Density:** 0.6" x 1" pitch, 26 x 96 pixel matrix
- **Radar:** K Band (24.15 GHz), FCC Certified, no license required, +-1mph accuracy, 12 degree square pickup area, range: 2000+ ft., 5-150 mph (8-150 kph)
- Conformal coating on all circuit boards
- Integral handles, two heights
- Weatherproof, NEMA 4, IP65 sealed
- 1/8" Tinted, non-glare, UV stabilized polycarbonate face
- Aluminium chassis, 12 ga, black powder coat finish
- Tamper resistant mounting hardware system, hardware secured behind enclosure lock
- -40 to 160 F operating temperature range, 95% humidity non-condensing (-20F for Bluetooth communication, 5F for internal camera)

SpeedAlert Power

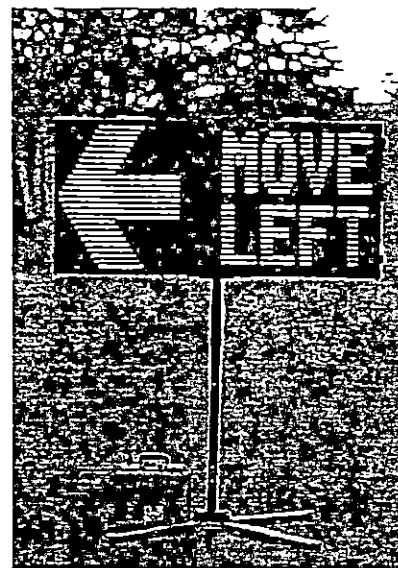
- **Power Input, Max:** 12VDC, 8A max, 96 W max; 4A, 48W typical
- Power saving circuitry and automatic dimming for ambient light conditions with adjustable dimming range and manual display brightness override



SpeedAlert 24 on Permanent Pole



SpeedAlert 24 on ATS-5 Trailer



SpeedAlert 24 on Portable Pole

- **SpeedAlert 24 Power:**

12VDC locking plug, 30A capacity. Compatible power supplies include:

- Vehicles' power port, with optional adapter
- Trailer wiring adapter for hitch mount
- POWERcase portable power supply, PC26 or PC36
- 120 or 220 VAC Power supply optionally in NEMA four (4) enclosure
- ATS 5 Trailer (batteries with optional solar assist: 235 or 470 Ah, 90W, 120W, or 160W solar options)
- Pole Battery Box: up to 200Ah battery with solar assist
- Battery level indicator on sign, ATS Android app, ATS PC Sign Manager or TrafficCloud Remote Management
- Auto recovery for battery with solar
- Power cable customer replaceable, gold plated connector contacts, high visibility yellow cable

Standard SpeedAlert System Components

- SpeedAlert Radar Message Sign SA24
- ATS PC Sign Manger software with USB cable
- On-Board Controls
- Optional SpeedAlert Components and Features
- TrafficCloud Web-based Remote Management Service
- ATS Android App, Bluetooth connectivity
- Padded carrying case with accessory pockets, shoulder strap
- **Mounting Bracket:**
 - Mounts to pole or any surface using any hardware, no tools required
 - Tamper resistant hardware compartment
 - Rotate bracket for additional 12" of mounting height
 - Aluminium with black powder coat
 - Sign can be locked into bracket
 - Bolt sign to mounting bracket for additional security
 - Mounting hardware supplied
- **Speed Activated Relay Closure:**
 - 7A, 30VDC or 7A 120VAC max, 100mA 5VDC min, no power supplied, simply a contact closure
 - Trigger relay at specified speed with configurable duration from 1 to 10 seconds per radar event
- **Tamper Alarm:** ATS-5 or ATS-3 Trailer

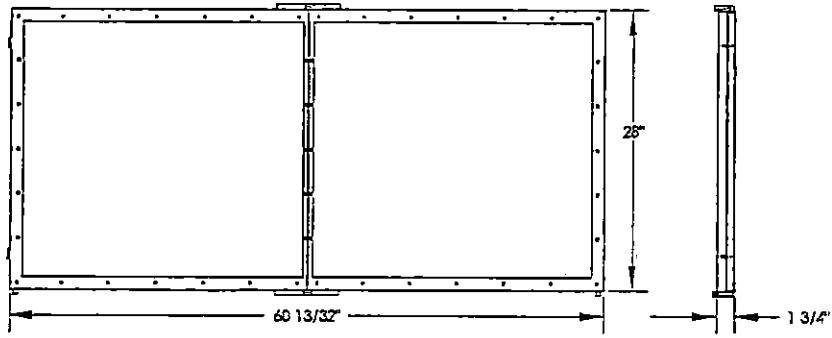
SpeedAlert Mounting Options

- **ATS-5 Trailer** (*refer to ATS-5 specifications or more information*)
- **Vehicle Hitch Mount:**
 - Mounts sign 30" to bottom of sign from receiver tube (final height dependent on receiver height)
 - Fits 1½" or 2" receiver, adapter included, ½" hitch pin
 - Locking rotation adjustment on 15 degree increments over 180 degrees, +/- 5 degrees tilt
 - White powder coat finish with rear reflector
- **Standard Folding Portable Post:**
 - Folds for easy storage and portability
 - 47" to 60" to bottom, 73" to 86" to top depending on leg positions; rotate bracket for additional 12" height
 - Mounting provisions for permanent applications with ¼-20 threaded holes

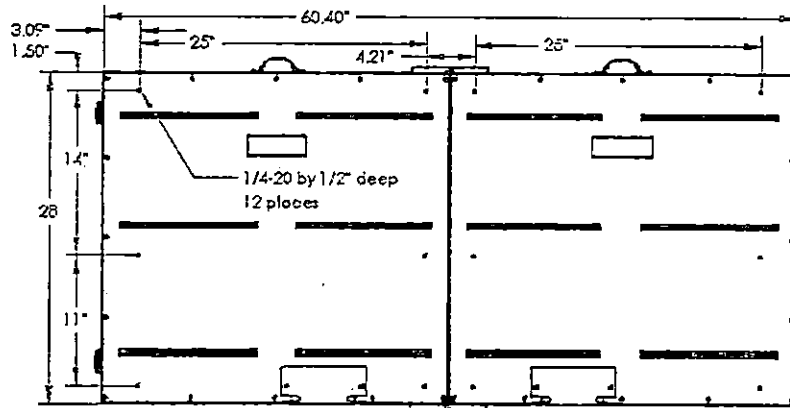
Warranty

- **PremierCare Perpetual Warranty** available with current TrafficCloud subscription. Ask your ATS sales representative for details.
- **ATS 3-year Manufacturer's Warranty** comes standard on all SpeedAlert radar speed displays purchased after January 1, 2019.

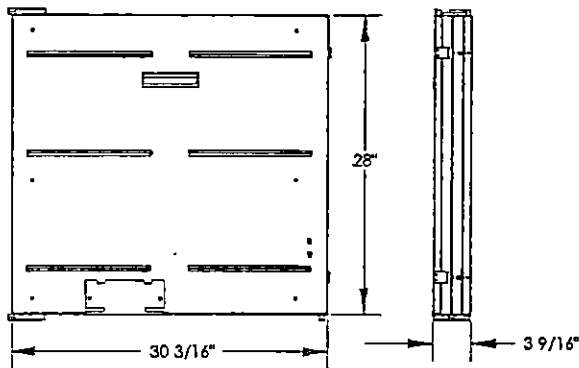
SpeedAlert 24 Dimensions: Folded



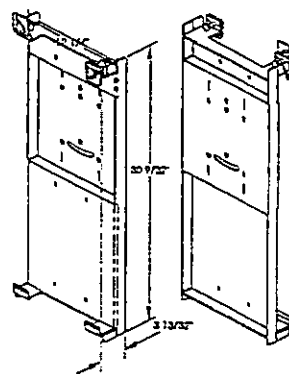
SpeedAlert 24 Mounting Hole Positions



SpeedAlert Dimensions: Open



Mounting Plate



For more information visit us online

sales@alltrafficsolutions.com

Call us at 866:366.6602

ALL TRAFFIC SOLUTIONS



All Traffic Solutions, 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151

All Traffic Solutions TrafficCloud leverages our patented technology (US Patents 8417442; 8755990; 9070287; 9411893) to deliver unique cloud-based management, features and functionality. TrafficCloud is a registered trademark of All Traffic Solutions.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF WARWICK 99 VETERANS MEMORIAL DR
City, State and Zip:	WARWICK, RI 02886
Recipient UEI:	LJGHSDDENJU3
Project Title: FY23 Warwick JAG	Award Number: 15PBJA-23-GG-03733-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$18,616.00	Federal Award Date: 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/24
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/24
Project Description:	
<p>The Warwick Police Department will use a portion of the funding provided by the 2023 Justice Assistance Grant (JAG) to purchase a communication app which will improve information sharing throughout the department as well as aid in communications during large scale operations. A one-year subscription for 175 officers to the Evertel public safety communications app is the goal for the allocated funds. This system is equipped with the ability to conduct daily briefings, leave voice messages, provide training reminders, distribute policy changes, map out tactical plans, post crime trends, debriefs, send out BOLO's, construct an Incident Command Center system and disseminate real-time information related to active threats.</p> <p>Our department currently utilizes email to relay non-emergency information, which is not accessible to officers while on patrol. Mobile Data Terminals in the cruisers may be used to relay information during the course of a shift, but is only useful when an officer is in their patrol vehicle, causing them to miss time sensitive messages.</p> <p>The Evertel app would be accessible on the officer's cell phone or any other device, anywhere within or outside our city, on and off duty. This app would also act as a reliable back-up system if our radio system were to malfunction. This app is compliant with all CJIS mandates nationally and is equipped with military-grade encryption to ensure all law enforcement sensitive material is safe to share. The implementation of this app would greatly increase the productivity and the safety of all of our officers, in turn benefiting the community that we serve.</p> <p>The Warwick Police Department will use a portion of the funding provided by the 2023 Justice Assistance Grant (JAG) to purchase (4) four Bola Wrap 150 restraint devices. Created by WRAP Technologies', BolaWrap is a handheld restraint tool that fires a lasso-like, 8-foot Kevlar tether with hooks on each end that wraps around a subject's arms or legs, preventing them from fleeing, punching or kicking. The BolaWRAP has a range of 10 to 25 feet and fires the cord at 513 feet per second. The tether is fired from a cartridge, which can be reloaded. This tool is primarily intended for uncooperative subjects in a mental health crisis or displaying violent behavior.</p>	

With this tool, officers have would have an opportunity to remotely secure a subject in the wrap from up to 25 feet away, minimizing the probability of using any force at all. Especially responding to calls with weapons involved, this would greatly decrease the risk of bodily injury and/or death to our officers as well as members of the community we serve when responded to high risk calls for service. Purchasing four of these tools would equip one officer in each district of our city with the capabilities to quickly de-escalate situations involving weapons and various self-harm situations.

Due to budgetary constraints, the Warwick Police Department would be unable to purchase these necessary tools without supplemental assistance. Thank you very much for your consideration.

Award Letter

September 25, 2023

Dear Jeremy Smith,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF WARWICK for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$18,616.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

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The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF WARWICK

UEI

LJGHSDDENJU3

Street 1

99 VETERANS MEMORIAL DR

Street 2

City

WARWICK

State/U.S. Territory

Rhode Island

Zip/Postal Code

02886

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-03733-JAGX

Supplement Number

00

Federal Award Amount

\$18,616.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13964821

Grant Manager Name

Robyn Harvey

Phone Number

202-431-6972

E-mail Address

Robyn.Harvey@usdoj.gov

Project Title

FY23 Warwick JAG

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2024

Project Description

The Warwick Police Department will use a portion of the funding provided by the 2023 Justice Assistance Grant (JAG) to purchase a communication app which will improve information sharing throughout the department as well as aid in communications during large scale operations. A one-year subscription for 175 officers to the Evertel public safety communications app is the goal for the allocated funds. This system is equipped with the ability to conduct daily briefings, leave voice messages, provide training reminders, distribute policy changes, map out tactical plans, post crime trends, debriefs, send out BOLO's, construct an Incident Command Center system and disseminate real-time information related to active threats.

Our department currently utilizes email to relay non-emergency information, which is not accessible to officers while on patrol. Mobile Data Terminals in the cruisers may be used to relay information during the course of a shift, but is only useful when an officer is in their patrol vehicle, causing them to miss time sensitive messages.

The Evertel app would be accessible on the officer's cell phone or any other device, anywhere within or outside our city, on and off duty. This app would also act as a reliable back-up system if our radio system were to malfunction. This app is compliant with all CJIS mandates nationally and is equipped with military-grade encryption to ensure all law enforcement sensitive material is safe to share. The implementation of this app would greatly increase the productivity and the safety of all of our officers, in turn benefiting the community that we serve.

The Warwick Police Department will use a portion of the funding provided by the 2023 Justice Assistance Grant (JAG) to purchase (4) four Bola Wrap 150 restraint devices. Created by WRAP Technologies', BolaWrap is a

handheld restraint tool that fires a lasso-like, 8-foot Kevlar tether with hooks on each end that wraps around a subject's arms or legs, preventing them from fleeing, punching or kicking. The BolaWRAP has a range of 10 to 25 feet and fires the cord at 513 feet per second. The tether is fired from a cartridge, which can be reloaded. This tool is primarily intended for uncooperative subjects in a mental health crisis or displaying violent behavior.

With this tool, officers would have an opportunity to remotely secure a subject in the wrap from up to 25 feet away, minimizing the probability of using any force at all. Especially responding to calls with weapons involved, this would greatly decrease the risk of bodily injury and/or death to our officers as well as members of the community we serve when responded to high risk calls for service. Purchasing four of these tools would equip one officer in each district of our city with the capabilities to quickly de-escalate situations involving weapons and various self-harm situations.

Due to budgetary constraints, the Warwick Police Department would be unable to purchase these necessary tools without supplemental assistance. Thank you very much for your consideration.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

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I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds—prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds—prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during

(the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements – whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP

authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by

OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks – including 18 U.S.C. 922 and 34 U.S.C. ch. 409 – if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and – when appropriate – promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level,

Page: 19 of 24

make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds—prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds – Financial Capability Questionnaire Submission. The recipient may not obligate, expend, or draw down any award funds until– (1) it has submitted a Financial Capability Questionnaire (FCQ) and, if required by OJP, written policies and procedures to address FCQ issues identified; and (2) OJP has issued an Award Condition Modification (ACM) to modify or remove this condition.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I—

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 9:01 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Grant Manager

Signed Date And Time

SECTION 6-12

Request permission to increase PCR-9-23 from \$20,000.00 to \$35,000.00.

Bid2023-318A Overhead Door Repairs & Replacement

Payless Garage Doors
207 Winter Ave.
Warwick, RI 02889

LAST ACTION TAKEN

Award (Bid): PCR-9-23 approved on January 18, 2023 in the amount of \$20,000.00. Contract period March 4, 2023 through March 3, 2024.

Contract Increase Requested:	\$15,000.00
Current Contract Award:	\$20,000.00
Contract Period Requested	No Change in Contract Period
Current Contract Period	3/4/2023 – 3/3/2024



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

SEP 15 2023

FRANK J. PICOZZI
MAYOR

ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

To: Francis Gomez, Purchasing Agent

From: Eric J. Earls PE, Director of Public Works *4/16*

Date: September 14, 2023

Subj: Bid2023-3184 Overhead Door Repair and Replacement

The above was awarded by the City Council for overhead door repairs in City buildings in the amount of \$20,000. This department has nearly expended that amount, therefore, this request to increase the awarded amount by \$15,000.00 with the current vendor, Payless Garage Doors. This bid expires March 3, 2024.

Please consider this memo a request for Sec. 6-12, alteration to contract, of the City Charter to increase the cap to \$35,000, an increase of \$15,000, for garage door services of City buildings.

(66-340 - \$15,000)

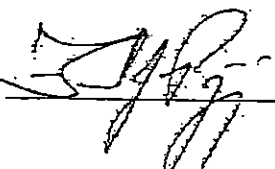
CITY OF WARWICK

STATE OF RHODE ISLAND

RESOLUTION OF THE CITY COUNCIL

MEETING DATE: 01/18/2023

NO: R-23-8

APPROVED:  _____ MAYOR

DATE: 1-24-23

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
2023-294A	Original Equipment Manufacturers' Parts for Various Vehicles	<i>Kenworth Northeast</i> 1150 West Chestnut St Brockton, MA 02301 <i>Local Equipment, Inc.</i> 901 West Pike St. Jackson Center, OH 45334 <i>Southworth Milton</i> <i>Dba Milton Car</i> 100 Quarry Dr. Milford, MA 01757	\$856,600.00 (Inclusive of Bid 2023-294B & 2023-293)	2/18/23 - 2/17/24		

Continued next page

COPY

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2023	Original Equipment Manufacturers' Parts for Various Vehicles	RI Truck Center Northland CB Wood Co. Coastal International Norfolk Tower Vermont Northeast FTL Group Contractors HEV'S Company Strodes & More Ford Auto Mall Kahar Tractor Kamin Industrial Munsterman Trucks MB Fire Apparatus Cap City of RI New England Detroit Diesel Allison EA & Matt Equipment Bohard Mack Sales & Service of RI The Peterville Store New Kingston, LLC High Ground Equipment Fleetside RI Engine Penn Truck and Body Inc. Pioneer Heavy Duty Parts Freightliner/The Star Fire Greenwood Fire Kasper Engines & Transmissions Factory Motor Parts CN Wood Sanbury Equipment Howard Johnson AJ Equipment New Reg Allegiance Trucks Flood Ford Tasci Auto Group	Bid 2023- 294A & 2023-293)	2/1/23	2/1/24	56

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2023 - 293	Various Replacement Automotive Parts	<p><i>O'Reilly Automotive Stores, Inc.</i> <i>Dbn O'Reilly Auto Parts</i> 2680 West Shore Rd., Unit D Warwick, RI 02889</p> <p><i>Action Auto Parts</i> 795 North Main St. Providence, RI 02904</p> <p><i>Raps Auto Supply</i> 3666 West Shore Rd. Warwick, RI 02886</p> <p><i>Tifco Industries</i> 21400 NW Frwy. Cypress, TX 77429</p> <p><i>Lawson Products, Inc.</i> 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631</p> <p><i>Factory Motor Parts</i> 45 John Dietsch Blvd. North Attleboro, MA 02760</p> <p><i>East Coast Terminals Inc.</i> 267 Allen St. Springfield, MA 01108</p> <p><i>Advance Stores Company, Inc.</i> <i>Dbn Advance Auto Parts</i> 4200 Six Forks Rd. Raleigh, NC 27609</p>	(Inclusive of Bid 2023- 294A/B)	2/18/23 - 2/17/24.		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2023 - 318A	Overhead Door Repair & Replacement	<i>Payless Garage Doors</i> 207 Winter Ave. Warwick, RI 02889	\$20,000.00 DPW	3/4/23 - 3/3/24		
2023 - 318B	Overhead Door Repair & Replacement	<i>Payless Garage Doors</i> 207 Winter Ave. Warwick, RI 02889	\$30,000.00 FIRE	3/4/23 - 3/3/24		
2023 - 075	PACE Training & Related Travel Expenses	<i>Tyler Technologies Inc.</i> 5101 Tennyson Parkway Plano, TX 75024	\$5,100.00		1	6 - 12
2023 - 330	Purchase PAL 2 Portable Pool Lift with Lift Operator	<i>Recreonics Inc</i> 4200 Schmitt Ave. Louisville, KY 40213	\$10,000.00			56 - 6
2023 - 307	Purchase 2022 or Newer Big Tex Utility Trailers	<i>Wright Trailers Inc.</i> 1825 Fall River Ave. Seekonk, MA 02771	\$7,990.00			
2022 - 027	Monthly Service & Maintenance for Composting Toilets	<i>Clivus New England, Inc.</i> PO Box 127 North Andover, MA 01845	\$553.58		2	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-73-22 (Sub A) from \$4,807.50 to \$9,907.50.
2. Request permission to increase PCR-93-21 (Sub A) from \$5,000.00 to \$5,553.58.

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE



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

DEC 30 2022

FRANK J. PICOZZI
MAYOR

ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

COPY

To: Francis Gomez, Purchasing Agent

From: Eric Earls, Public Works Director *EE*

Date: December 30, 2022

Subj: Bid2023-318 Overhead Door Repair & Replacement

We have reviewed the two bids submitted and recommend award to Payless Garage Doors for the repair or replacement of overhead door under the purview of the Public Works Department. The current contract expires on March 3, 2023. The new contract period will be March 4, 2023 to March 3, 2024. The recommended cap is \$20,000.00 for the contract period.

(66-340 - \$16,000)

(70-281 - \$4,000)

CODE: 35-330 Fire Department – Auto & Vehicle Maintenance

SECTION 56-6

Bid2024-246 Purchase 2008 HME 1500 GPM Pumper

City of Cranston
869 Park Ave.
Cranston, RI 02910

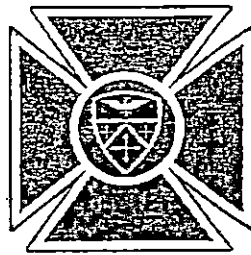
Contract Award: \$7,000.00

Contract Period: One Time Purchase

OCT 02 2023



*Peter K. McMichael
Chief of Department*



*Office: (401) 468-4000
Fax: (401) 468-4043*

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

2 October 2023

Francis Gomez
Purchasing Agent
City of Warwick

Mrs. Gomez,

The Fire Department is seeking a 56-6 exception to bid for the purchase of a used 2008 HME brand pumper truck from the City of Cranston for \$7,000.00. This vehicle has 94,848 miles on it and will be used as a reserve truck and used throughout the city as needed. This truck has been inspected by the DPW repair division and they have determined that this vehicle is a worthy purchase and is in good condition. The truck is equipped with a stainless steel body and a 1500gpm Hale pump. Funds for this vehicle will come from account 35-330 apparatus maintenance and repair.

There is a need for this truck as the Department is in the process of de-commissioning one of its current reserve pumpers due to structural frame issues.

Respectfully,

Peter K. McMichael
Chief of Department

KENNETH J. HOPKINS
MAYOR



MARK J. MARCHESI
PURCHASING AGENT

DEPARTMENT OF FINANCE
DIVISION OF CONTRACT AND PURCHASE
CITY HALL, ROOM 202
859 PARK AVENUE
CRANSTON, RHODE ISLAND 02910

INVOICE

October 3, 2023

The One (1) 2008 HME Fire Pumper Truck listed is SOLD AS IS by the City of Cranston.

Bill to:

City of Warwick,
Warwick Fire Department
111 Veterans Memorial Drive
Warwick, RI 02886

Plate #	Description	VIN#	Amount
2942	2008 HME FIRE Pumper Truck	44FKT42868WZ21315	\$7,000.00

Payment due on upon pickup of truck.

CODE: 70-281 Field Maintenance – Maintenance Materials

SECTION 56-6

Bid2024-245 Monthly Service & Maintenance for Composting Toilets

Clivus New England
PO Box 127
North Andover, MA 01845

Contract Award: \$6,200.00

Contract Period: One Year from Date of Award



SEP 28 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

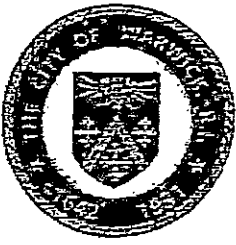
ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

To: Francis Gomez, Purchasing Agent
From: Eric J. Earls, PE, Director of Public Works *EJE*
Date: September 22, 2023
Subject: Clivus New England, Inc.

The Department of Public Works is requesting an exception to notice for the cleaning of the composting toilets at City Park. There was an advertised bid, however, no bids were received. As this vendor is the manufacturer and installer of these units, and has been the only vendor to historically provide monthly cleaning, this department is requesting an exception.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Clivus New England, Inc. in the amount of \$6,200, to expire one year from date of award.

(70-281 - \$6,200.00)



Christy L Moretti
Business Manager
Department of Public Works
City of Warwick
(401) 921-9602
<https://www.warwickri.gov>
christy.l.moretti@warwickri.gov

From: Lisa Truchon [mailto:ltruchon@clivusne.com]
Sent: Thursday, October 5, 2023 9:54 AM
To: Moretti Christy L <christy.l.moretti@warwickri.gov>
Cc: 'Christopher Head' <chead@clivusne.com>
Subject: [EXT] - Re: [EXT] - Re: Pricing

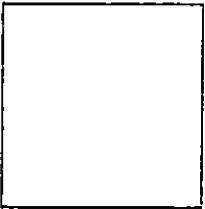
Caution! This message was sent from outside your organization.

Hi Christy,

With regard to a new 2-year contract to service the Clivus units at City Park, pricing remains the same as last year, and costs are as follows:

Service visits: one per month at \$350
Hand sanitizer: \$28 each
Misc. parts: Market price as needed

Kind regards,
Lisa Truchon



PO Box 127
North Andover, MA 01845
978-794-9400
ltruchon@clivusne.com

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Office of Water Resources

**Rules Establishing Minimum Standards Relating to
Location, Design, Construction and Maintenance of Onsite Wastewater
Treatment Systems**

July 2010

AUTHORITY: These rules are adopted in accordance with Chapter 42-35 pursuant to Chapters 42-17.1, 5-56, 5-56.1, 23-19.5, 23-24.3, 46-13.2, and 23-19.15 of the Rhode Island General Laws of 1956, as amended.

RULE 36. ALTERNATIVE TOILETS

36.1 Alternative toilets include composting toilets that comply with the requirements of the National Sanitation Foundation Standard 41 "Non-Liquid Saturated Treatment Systems" and incinerator toilets.

36.1.1 Alternative toilets shall be installed, operated and maintained in accordance with the manufacturer's specifications; have a positive ventilation system; and must convert toilet contents to an inert, stable, or otherwise harmless condition.

36.1.2 The owner shall hold a valid maintenance contract at all times with an entity or individual that is certified by the alternative toilet vendor to provide maintenance of the alternative toilet. The minimum maintenance contract term shall be two (2) years.

36.1.3 The owner shall record the approved OWTS construction permit application form and associated permit conditions for this alternative toilet and the initially executed maintenance contract for the system in the municipal land evidence records and provide DEM a copy of the recorded document prior to DEM issuing a certificate of conformance.

36.1.4 Two (2) years after the issuance of the Certificate of Conformance, and every two (2) years thereafter, the owner shall submit a report prepared by a System Inspector documenting the condition of all aspects of the OWTS, including, but not limited to, certification that the OWTS has not been modified and the design remains as permitted.

36.1.5 The Department may impose additional conditions on the approval of an alternative toilet to ensure proper operation and protection of public health and the environment.

36.2 Separate OWTS- When an alternative toilet is utilized, a separate OWTS shall be provided for the treatment of any graywater and designed on sixty percent (60%) of the normal daily design flow as determined by Rule 21. If wastewater from any conventional toilets is directed to this leachfield, the leachfield must be designed for one hundred percent (100%) of the daily design flow.

36.3 Residuals - Solids produced by alternative toilets may be buried on site, unless prohibited by Rule 39. Residuals shall not be applied to food crops. Alternative toilets that may generate excess liquids shall either be designed such that the residual liquids are pumped to the graywater septic tank or to a separate holding tank. Liquids shall be removed from this separate holding tank by a DEM permitted septage transporter. This holding tank shall be designed as follows:

36.3.1 Have a capacity of two hundred fifty (250) gallons or one year's projected flow as determined by the manufacturer, whichever is greater;

36.3.2 Be watertight and meet the construction and materials standards for septic tanks in Rule 26.2; and

36.3.3 Be equipped with an audio-visual alarm set to activate when the tank reaches eighty percent (80%) of its capacity.

36.4 Removal and Replacement – The property owner shall submit an OWTS Application for New Building Construction pursuant to Rule 17.5 in order to remove or replace the alternative toilet.

RULE 37. ALTERNATIVE OR EXPERIMENTAL TECHNOLOGY APPROVAL

37.1 No person shall submit an OWTS design application incorporating an alternative or experimental component or technology for wastewater treatment unless such technology has been placed on the Department's approved Alternative or Experimental Technology List.

37.2 Administrative- The Department shall:

37.2.1 Maintain a list of all the approved Alternative or Experimental technologies and all approved guidance documents;

37.2.2 Charge fees to cover the cost of administering the Alternative or Experimental approval procedure, and reviewing, monitoring and tracking the performance of alternative or experimental technologies; and

37.2.3 Have the authority to remove any approved Alternative or Experimental technology from the Department's approved list whenever the applicant fails to submit reports or monitoring data; fails to perform required maintenance; or fails to fulfill any other required tasks stated within these Rules, the approval letter or the approved guidance document.

37.3 Application Procedure- Application shall be on forms approved by the Director, and shall include the proper fee, all required submittals, performance data and a draft guidance document that details all design, installation, operation and maintenance, and other requirements.

37.4 Alternative Technology Evaluation Criteria- The Director may approve an alternative OWTS or technology if it meets the following criteria:

(A) File a copy of the initially executed contract for the OWTS's operation and maintenance, (including all required maintenance procedures and monitoring schedules) with the land evidence records of the municipality in which the OWTS is located; and

(B) Submit to the Department a certified copy of the recorded contract setting forth the date of the recordation and the book and page where the contract is located in the records of the municipal land evidence office.

37.9.2 The Department shall not issue a conformance until the documents in Rule 37.9.1 are recorded with the municipality and a certified copy of the recorded contract is submitted to the Department.

RULE 38. CRITICAL RESOURCE AREAS – GENERAL

38.1 Areas have been identified as critical resource areas which are deemed to be particularly sensitive to the detrimental effects of nutrients, pathogenic organisms, organic chemicals and other substances that may be present in effluent from OWTSs. These areas are in need of special protection from such effects due to the unique and irreplaceable value of the resource as a public water supply, fisheries habitat or public recreation area.

38.2 Standards for siting and design of OWTSs in these Rules 38, 39, and 40 are established to enhance the treatment capability of OWTSs and thereby reduce the potential for adverse effects to critical resources. In areas designated as critical resources, the standards of Rules 38, 39, and 40 shall supersede minimum standards wherever applicable.

38.3 Designation- Areas designated as critical resource areas are defined below in Rule 38.3.1 – 38.3.3. If the applicant disputes a delineation in Rule 38.3.1 – 38.3.3, the applicant may submit information on groundwater or surface water flow to demonstrate to the Director by a preponderance of clear and scientifically valid evidence that the delineation in question is incorrect.

38.3.1 Salt Pond Critical Resource Area: The watersheds, or portion thereof, to the salt ponds of Charlestown, Narragansett, South Kingstown, and Westerly as determined by the Rhode Island Coastal Resources Management Council's Salt Ponds Region Special Area Management Plan (see Figure 11), unless a determination of the groundwater recharge area to the salt ponds has been adopted by the Department and the Coastal Resources Management Council. The Salt Pond critical resource area includes the watersheds, or portion thereof, to the following: Maschaug Pond, Winnapaug Pond, Quonochontaug Pond, Ninigret Pond, Green Hill Pond, Trustom Pond, Cards Pond, Potter Pond, and Pt. Judith Pond.

38.3.2 Narrow River Critical Resource Area: The Narrow River watershed, or portion thereof, as determined by the Rhode Island Coastal Resources Management Council's Narrow River Special Area Management Plan (see Figure 12), unless a determination of the groundwater recharge area to the Narrow River has been adopted by the Department and the Coastal Resources Management Council.

38.3.3 Drinking Water Supply Watersheds: Watersheds of public water system drinking water supply reservoirs, unless a determination of the groundwater recharge area to the reservoir has been adopted by the Department. The public water systems include the following and any other public water system with a drinking water supply reservoir approved by the Rhode Island Department of Health (see Figures 13-16): Bristol County Water Authority, Cumberland (town of), Eleanor Slater Hospital/Zambarano Unit, Jamestown (town of), New Shoreham (town of),

Newport (city of), Pawtucket Water Supply Board, Providence Water Supply Board, Stone Bridge Fire District, Woonsocket (city of), and Yawgoog Scout Reservation.

38.4 OWTS Location- The applicant shall be required to certify the location of a disposal area with respect to any critical resource area. If the Department determines that an OWTS may be wholly or partially located within a critical resource area, the applicant shall be required to provide evidence of the location with respect to the critical resource.

38.5 OWTS Applications for Alteration to a Structure in Critical Resource Areas- An OWTS Application for Alteration to a Structure which will result in an increase in the flow or change in the type of wastewater within a Critical Resource Area may not be approved unless the OWTS meets all design and siting requirements of the Rules in effect at the time of permit application. The Department may grant an exemption to this provision through the variance process pursuant to Rule 48 if it is demonstrated that the deviation from the standard is minor.

RULE 39. REQUIREMENTS IN THE SALT POND AND NARROW RIVER CRITICAL RESOURCE AREAS

39.1 For OWTSs located in the Salt Pond and Narrow River critical resource areas as defined in Rule 38.3.1 and Rule 38.3.2, respectively, the standards established in Rule 38 and in this Rule 39 shall supersede minimum standards established elsewhere in these Rules.

39.2 Nitrogen Reducing Technology

39.2.1 Nitrogen reducing technology shall be required for all OWTS Applications for New Building Construction, all OWTS Applications for Alteration to a Structure, and OWTS Applications for Repair in the Salt Pond and Narrow River critical resource areas. DEM may waive this requirement for Applications for Repair involving only the replacement of the septic tank if the applicant demonstrates that the leachfield is not failed based on the criteria in Rule 7, met the Rules in effect when the leachfield was installed, and is located more than two hundred (200) feet from a coastal shoreline feature. Applicants must still meet all CRMC established density and other requirements where applicable.

39.2.2 Use of composting toilets- Composting toilets meeting the criteria of Rule 36 may be approved for use as a nitrogen reducing technology provided that:

- (A) Solid and liquid residuals produced by the composting toilet are removed from the site and properly disposed of at an approved facility beyond the boundary of the Salt Pond and Narrow River Critical Resource Area;
- (B) All blackwater from the structure must receive treatment via the composting toilet; and
- (C) All liquid residuals are directed to a holding tank consistent with Rule 36.3.

39.2.3 Exemptions for Applications for Repair- The provisions of Rule 39.2.1 may not apply to an OWTS Application for Repair if the Municipality where the OWTS is located:

- (A) Adopts an ordinance that the Department determines reduces the long-term nitrogen load to the Salt Ponds or Narrow River equivalent to or more than the provisions of Rule 39.2.1; and

(B) Enters into a legally binding agreement with the Department and petitions the Department for prior review of pertinent applications pursuant to Rule 17.3.

39.3 Location- The horizontal distances between the parts of any OWTS and the feature requiring a setback shall not be less than those shown in Table 22.1 and 22.3.

39.4 Site Suitability- OWTS shall not be located where the seasonal high groundwater table is within five (5) feet of the original ground surface, or where a restrictive layer or bedrock is within seven (7) feet of the original ground surface, except in areas where the seasonal high groundwater table is within two (2) to five (5) feet of the original ground surface, or where a restrictive layer or bedrock is within four (4) to seven (7) feet of the original ground surface and either of the following in 39.4.1 or 39.4.2 occur. Twenty-five (25) feet shall be maintained from the leachfield to any area where the groundwater table is less than two (2) feet to the original ground surface, or where bedrock is less than four (4) feet to the original ground surface.

39.4.1 Application is for an Alternative or Experimental OWTS approved pursuant to Rule 37 for use under these conditions; or

39.4.2 Application is for a dispersal trench OWTS that meets the following conditions:

(A) The maximum depth of stone below the distribution pipe invert is one-half (0.5) feet; and

(B) The minimum distance between walls of adjacent dispersal trenches is ten (10) feet.

39.5 OWTS Vertical Separation Distance to Groundwater- The bottom of the stone underlying the leachfield (or surface upon which the biomat develops) shall be at least four (4) feet above the seasonal high groundwater table when either soil category 1, 2, 3, 4, or 6 are encountered in determining the maximum leachfield loading rate in accordance with Rule 32.2.2.

CODE: 30-340 Police Department – Service Contracts

SECTION 56-6

Bid2024-249 Annual Maintenance Contract for Livescan Workstation

Thales DIS USA, Inc.
2964 Bradley Street
Pasadena, CA 91107

Contract Award: \$2,850.00

Contract Period: 2/1/2024 – 1/31/2025

City of Warwick

Bradford E. Connor
Chief of Police



Frank J. Picozzi
Mayor

Police Department
99 Veterans Memorial Drive
Warwick, Rhode Island 02886-4617
Telephone (401) 468-4200

September 19, 2023

Ms. Francis Gomez, Purchasing Agent
City of Warwick
3275 Post Road
Warwick, Rhode Island 02886

Re: Request for Spending Authorization – Annual Maintenance Contract Livescan Workstation
56-6 Exception to bid
Funding Source: 30-340: Service Contracts

Dear Ms. Gomez:

The police department is seeking spending authorization in the amount of \$2,850.00 to continue the maintenance coverage on our "Livescan" fingerprint machine.

This machine was purchased in 2018 as a sole source exception to bid and is still considered a sole source vendor, to include this maintenance program being requested. For the first two years the company covered the cost of the maintenance that follows that agreement from when we purchased the machine. The amount indicated, is the total annual maintenance cost for each year, up to six years. The maintenance includes minor updates, remote troubleshooting assistance, a 24/7 helpdesk ticketing system, hardware replacement when necessary and fixes minor malfunctions.

The fingerprint machine is a vital resource for the police department that is used for the processing and identification of criminal suspects, the recording of potential employment hires, processing backgrounds in the areas of medical and educational requirements, and assists state and federal entities with the tracking of statistics and data. Given the requirements the police department has to meet with regard to supplying federal and state information, this yearly maintenance contract is a necessity.

If approved, funding for this service contract coverage will be allocated from Police Budget Code 30-340: "Service Contracts." The continued maintenance service contract will cover the period from February 1st 2024, to January 31st, 2025.

Please feel free to contact me if you require any further information.

Sincerely,

Major Andrew P Sullivan
Administrative Bureau Commander

September 15, 2023

Warwick Police Department
99 Veterans Memorial Drive
Warwick, RI 02889

Re: Sole Source Justification for Livescan Upgrade

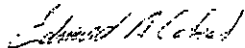
To whom it may concern:

Justification for selection of Thales DIS USA, Inc., as sole source provider for the upgrade of the existing LiveScan Workstations used by the Warwick Police Department is as follows:

The current Thales DIS USA, Inc., CAFIS System and Livescan workstations in use at the Warwick Police Department utilizes Thales' performance matched hardware and software applications. Optimum performance and system stability is dependent on specific hardware matched and configured to operate efficiently and maintain compatibility with the existing CAFIS software and client applications currently used by Warwick Police Department. These CAFIS System software applications and compatibility requirements are based on and consist of Thales' proprietary knowledge base and technology solutions; therefore can only be provided by Thales.

If you have any further questions or requests, please feel free to contact me directly.

Best regards,

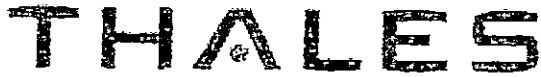


Edward Cabral
Director, Business Development
Northeast Biometric Solutions
edward.cabral@thalesgroup.com
Tel.: 443-760-3579

THALES
Building a future we can all trust

Pasadena, CA 91107

www.thalesgroup.com



RECEIVED

SEP 15 2023

DEPUTY SHERIFF'S OFFICE

Thales DIS USA, Inc.
2964 Bradley Street
Pasadena, Ca 91107 USA
Tel: +1 (626) 325-9800
Fax: +1 (626) 325-9700

Quote Number Q-0002121
Oracle ID 1428114
Category Code

Created Date 9/14/2023
Expiration Date 10/11/2023
Project Number GNM22022

Bill To Name CITY OF WARWICK

Ship To Name POLICE DEPARTMENT

Bill To
3275 Post Road,
Warwick, Rhode Island 02886
United States

Ship To
City of Warwick,
99 Veterans Memorial Drive
Warwick, Rhode Island
United States

Contact Name Gina Carruolo

Email gina.caruolo@warwickri.gov

Support and Maintenance Renewal Quotation (USD)

Product	Product Code	Line Item Description	QTY	Sales Price	Total Price
CT/RI- 1000ppi Fixed LS - Purchase Annual Maintenance	75050114473	Annual Maintenance - Livescan System, Fixed Cabinet, Desktop Computer, 1000ppi FP/PalmPrint Scanner, Printer with Duplexer	1	\$2,850.00	\$2,850.00

Maintenance Start	2/1/2024	Subtotal	\$2,850.00
Maintenance End	1/31/2025	Grand Total	\$2,850.00

Notes to Customer

Tax is not included in this quote but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.

Acceptance of Quote:

Signature: _____ Date: _____

To confirm acceptance of the quote and renew maintenance coverage for the period listed above, please provide one of the following:

- A purchase order (preferred, if possible). Scanned copy or photo acceptable.
- A signed and dated copy of the attached quote (if a purchase order is not available). Scanned copy or photo acceptable.

(One) of the above "must" be received in order to convert the quote to an invoice and renew the service contract. If your organization is tax exempt, please provide a tax exempt form.

Technical support contact information :

- Phone: 1-866-500-AFIS (1-866-500-2347) – a representative will open a ticket and forward it to the technical support team
- Email: CotHelpdesk@thalesgroup.com – will open a support ticket directly

Information to include when opening a ticket:

- Description of the issue (hardware, software, network)
- Customer number, LSID and/or agency ID (when applicable)
- Serial numbers of affected hardware

THALES

Thales DIS USA, Inc.
2954 Bradley Street
Pasadena, Ca 91107 USA
Tel: +1 (626) 325-9600
Fax +1 (626) 325-9700

- Contact information

Billing/Payment Information

US Lockbox Remittance Address:

Thales DIS USA, Inc
Lockbox 8107
P.O. Box 7247
Philadelphia, PA 19170-8107

US Domestic Wires or ACH Payments

Citibank New York
399 Park Avenue
New York, NY 10043
ABA #: 021000089
Acct #: 30876724

MAINTENANCE AND SUPPORT TERMS AND CONDITIONS Thales DIS USA, Inc.

ACCEPTANCE: It is agreed that the purchase of hardware and software maintenance and support services are expressly made on the Terms and Conditions contained herein (the "Agreement") and to the extent of any conflict these shall take precedence over any terms and conditions which may appear on your ("Client's") own Purchase Order, commercial or other documents, unless expressly accepted by the contracting Thales entity ("Thales") in writing. Any proposal for additional or different terms or any attempt by Client to vary in any degree any of these terms is hereby objected to and expressly rejected. Client's placement of a Purchase Order, acceptance of and/or payment for the products, software or services offered by Thales shall constitute express acceptance of these Terms and Conditions, without modification. The Parties acknowledge and agree that Thales would not offer for sale the products or services or for license the software without acceptance of these Terms and Conditions by Client. WHEREAS, the parties have entered into the Supply Agreement (as defined below), pursuant to which Thales has granted to Client certain license rights in the Software (as defined below);

WHEREAS, the Client has purchased the Hardware (as defined below) from Thales; and

WHEREAS, Client desires to obtain and Thales agrees to provide maintenance and support services for such Hardware and Software, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

1. DEFINITIONS

1.1 "Additional Support Term" has the meaning set forth in Section 8.1.

1.2 "Documentation" means the written materials, including instructions, rules, guidelines, manuals, and/or procedures, associated with the Software that Thales generally makes available to its Clients of such Software.

1.3 "Error" means a reproducible defect or combination of defects in the Software that results in a failure of the Software, when used in accordance with Thales's instructions (including, without limitation, the applicable Documentation), to function substantially in accordance with the Specifications. As used hereunder, a reproducible defect will mean a defect that Thales can reproduce using the most recent version of the Software, as delivered by Thales to Client, in accordance with the terms of the Supply Agreement and the terms set forth herein.

1.4 "Error Correction" means either (a) a bug fix, patch, or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on Client.

1.5 "Hardware" means the hardware purchased by Client from Thales for use in connection with the Software as such hardware is further described on the Thales Quotation (Support Fees).

1.6 "Initial Support Term" has the meaning set forth in Section 8.1.

1.7 "Software" means the computer program(s) licensed by Thales to Client pursuant to the Supply Agreement as further described on the Thales Quotation (Support Fees).

1.8 "Specifications" means the technical specifications for the Software as set forth in the applicable Documentation.

1.9 "Supply Agreement" means that certain agreement or purchase order entered into by and between Thales and Client, which agreement or purchase order addresses the purchase of Hardware and the license of Software from Thales and which is hereby incorporated herein by reference.

1.10 "Support Fees" has the meaning set forth in Section 5.1.

1.11 "Support Services" means the support and maintenance services provided by Thales pursuant to this Agreement, as further described herein.

1.12 "Support Services Term" has the meaning set forth in Section 8.1.

1.13 "Technical Contact" means the person or persons designated by Client as the initial interface for Error reporting for the Software and fault reporting for the Hardware.

1.14 "Update" means a revision of the Software which is released by Thales during the Term of this Agreement and which contains an Error Correction. Unless agreed otherwise in writing, any Updates provided to Client during the Term of this Agreement will be provided by Thales to Client at no extra charge so long as Client is in compliance with the terms and conditions of the Agreement. Any revision of the Software that is not an Update shall be deemed an Upgrade.

1.15 "Upgrade" means a revision of the Software released by Thales during the Term of this Agreement which adds new and different functions to the Software or increases the capacity of the Software to process information. Thales is under no obligation to provide any Upgrades under this Agreement, but if any Upgrades are made available to Client under this Agreement, each Upgrade will generally require Client's payment of an additional charge.

2. HARDWARE MAINTENANCE AND SUPPORT

2.1 Fault Reporting and Correction. During the Support Services Term, on the terms and conditions of this Agreement, Thales shall repair or replace without charge to Client any part of the Hardware found to be faulty by reason of defective material, design or workmanship. Hardware problems will be reported by Client through Client's Technical Contact to Thales at the support number set forth on the Thales Quotation, as it may be revised by Thales from time to time. Each such report will be accompanied or followed by sufficient information to enable Thales to determine the cause of

the Hardware problem. Thales will acknowledge each such report via telephone, facsimile transmission, or electronic mail to the Technical Contact and will use commercially reasonable efforts consistent with the severity of the problem to repair or replace the Hardware. Any Hardware replaced by Thales shall be replaced with hardware of comparable functionality, which may be new or reconditioned hardware. Thales will determine, in its sole discretion, the manner in which it will repair or replace the Hardware. Thales will pay all shipping costs required to ship the faulty Hardware to and from Thales.

2.2 On-site Support. Thales, may, in its sole discretion, provide emergency on-site support to Client beyond the support described in Section 2.1 above. If Thales provides on-site support, such support will in all cases be subject to the availability of appropriate Thales personnel.

2.3 Exclusions from Hardware Maintenance and Support. Except as provided in Sections 2.1 and 2.2 above, Thales shall have no responsibility to provide Hardware maintenance or support. By way of example, but not as a limitation to the scope of the foregoing statement, Thales shall not be required to repair or replace any Hardware where Thales determines, in its sole and reasonable discretion, that the Hardware requires such repair or replacement to the extent arising from:

2.3.1 any changes or modifications to the Hardware or Software included on the Hardware in each case that were not made by Thales;

2.3.2 damage to the Hardware (other than normal wear and tear);

2.3.3 the failure of computer hardware, equipment, or software not supplied by Thales;

2.3.4 the negligence of Client or any third party;

2.3.5 the use of operating systems or auxiliary devices (e.g., third party hardware components) in conjunction with Hardware or Software which have not been approved in writing by Thales for use with Hardware and Software;

2.3.6 attempted maintenance by unauthorized persons; or

2.3.7 Client's use or improper use of the Hardware, or merging or combining the Hardware with any hardware or software not authorized by Thales to be so merged or combined.

2.3.8 Thales shall not be required to repair, replace, or upgrade any Hardware for the purpose of maintaining compatibility with third party hardware or software or updates thereof (including but not limited to third party operating systems), or where requested due to changes in Client's IT policies (including but not limited to security policies).

3. SOFTWARE MAINTENANCE AND SUPPORT

3.1 Error Reporting and Correction. Thales will provide Client with Software support by telephone 24 hours a day, 7 days a week. Each Error experienced by Client related to Client's use of the Software will be reported by Client through Client's Technical Contact to Thales at the support number set forth on the Thales Quotation, as it may be revised by Thales from time to time. Each such Error report will be accompanied or followed by sufficient information to enable Thales to reproduce and verify the Error. Thales will acknowledge each such reported Error via telephone, facsimile transmission, or electronic mail to the Technical Contact and will use commercially reasonable efforts consistent with the severity of the Error to reproduce and verify reported Errors and provide Error Corrections therefor. Thales will determine, in its sole discretion, the priority level of each reported Error.

3.2 On-Site Support. Thales, may, in its sole discretion, provide emergency on-site support to Client beyond the support described in Section 3.1, above. If Thales provides on-site support, such support will in all cases be subject to the availability of appropriate Thales personnel.

3.3 Exclusions from Software Maintenance and Support. Except as provided in Sections 3.1 and 3.2 above, Thales shall have no responsibility to provide Software maintenance and support. By way of example, but not as a limitation to the scope of the foregoing statement, Thales shall not be obligated to provide Software Maintenance and Support Services where:

3.3.1 the Software has been changed, modified, or damaged (excluding modifications made by Thales);

3.3.2 the Software Maintenance and Support Services are necessary due to: (a) failure of computer hardware, equipment, or software not supplied by Thales; (b) the negligence of Client or any third party; (c) a cause or causes beyond the reasonable control of Thales; (d) attempted maintenance by unauthorized persons; (e) Client's use or improper use of the Software, or the use, merging or combining of the Software with any hardware or software not authorized by Thales to be so merged or combined;

3.3.3 Client has not installed and implemented any Error Corrections provided by Thales; or

3.3.4 Client has not paid the Support Fees, or any related fees or amounts, when due.

3.3.5 Thales shall not be required to (i) repair, replace, or upgrade any Software to a subsequent version for the purpose of maintaining compatibility with third party software or updates thereof (including but not limited to third party operating systems), or where requested due to changes in Client's IT policies (including but not limited to security policies); or (ii) provide Updates to third party software that is no longer supported by the third party vendor.

4. CLIENT RESPONSIBILITIES

4.1 Client will be responsible for allowing Thales to implement all Error Corrections furnished by Thales and for paying all costs in connection with any Upgrades offered to Client by Thales under this Agreement.

4.2 Client will be responsible for performing all data backups and Thales shall have no obligation to perform data backups for Client nor any liability for Client's failure to perform them.

4.3 Client acknowledges that all Documentation, Software, Error Corrections, and Upgrades provided by Thales are subject to the conditions of the Supply Agreement, and Client agrees to comply with those conditions.

4.4 Client will fully cooperate and assist Thales in the provision of the Support Services, including allowing full and free access, including, but not limited to remote access, to relevant hardware, software, and other information if reasonably required by Thales.

5. FEES AND PAYMENTS

5.1 Support Fees. Client will pay annual support fees for the Support Services based on Thales's then current annual rate for Support Services ("Support Fees"). Thales's current annual Support Fees are set forth in the attached Quotation (Support Fees). Payment for the Initial Support Term will be due and payable on the Effective Date. Payment for each Additional Support Term will be due and payable by Client in advance of the commencement of such Additional Support Term. Thales will provide a proforma invoice thirty (30) days prior to the expiration of the then current Support term. Thales reserves the right to increase the annual Support Fees for any Additional Support Terms and will give Client advance notice of such increases. If Client fails to purchase Support Services concurrently with Client's purchase of the Hardware and/or Software to be supported, or fails to renew Support Services upon termination of the Initial Support Term or any Additional Support Term, and Client subsequently desires to commence Support Services for the Hardware and/or Software, Thales may, at its option, commence Support Services in accordance with Thales's then-current policies and upon payment by Client of the then-applicable annual Support Fee and reinstatement fee for the period between Thales's original delivery of the Hardware and/or Software or termination of the Initial Support Term or any Additional Support Term (whichever is later) and Client's purchase of the Support Services.

5.2 Taxes. All taxes and duties attributable to this Agreement (except taxes relating to Thales's net income), including sales, use, and any other tax assessed by local, state, or federal authorities, will be borne by Client. Client will reimburse Thales for any such taxes and duties.

5.3 Late Payment. Any sums not paid when due will automatically accrue interest from the date when due until actually paid at a rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less,

6. **DISCLAIMER OF WARRANTIES** THALES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, WITH RESPECT TO ANY HARDWARE FAULTS REPORTED BY CLIENT TO THALES, CLIENT AGREES THAT THALES'S SOLE AND EXCLUSIVE OBLIGATION AND CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS FOR THALES TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR REPLACE THE HARDWARE IN ACCORDANCE WITH THALES'S MAINTENANCE OBLIGATIONS PURSUANT TO SECTION 2 ABOVE. WITH RESPECT TO ANY

ERRORS REPORTED BY CLIENT TO THALES, CLIENT AGREES THAT THALES'S SOLE AND EXCLUSIVE OBLIGATION AND CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS FOR THALES TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH ERRORS IN ACCORDANCE WITH THALES'S SUPPORT OBLIGATIONS PURSUANT TO SECTION 3 ABOVE.

7. **LIMITATION OF LIABILITY** THALES'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING FROM CONTRACT OR OTHERWISE) IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THALES'S RECEIPT OF NOTICE OF SUCH CLAIM. THALES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT.

8. TERM AND TERMINATION

8.1 **Support Services Term.** This Agreement will commence on the Effective Date ("Maintenance Start") indicated on the Quotation and, unless earlier terminated pursuant to the terms hereof, will continue until the end date indicated on the quotation ("Maintenance End").

8.2 **Discontinuance of Support Services.** Thales reserves the right to discontinue provision of the Support Services and terminate this Agreement should Thales, in its sole discretion, determine that the continued provision of Support Services for any Hardware or Software is no longer economically feasible, considering such factors as possible obsolescence and other factors Thales deems relevant. Thales will give Client at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Fees that Client may have prepaid with respect to the affected Software. In all cases, Thales will have no obligation to support or maintain any version of the Software or operating system except (a) the then-current version of the Software, and (b) the immediately preceding version of the Software for a period of six (6) months after it is first superseded.

8.3 **Termination for Cause.** If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, will have the right to terminate this Agreement by written notice to the other party unless, within thirty (30) calendar days after receiving written notice of such default, the defaulting party remedies the default. Without limiting the foregoing, Thales will have the right to terminate this Agreement, immediately upon written notice to Client, if Client fails to pay any overdue Support Fees within fifteen (15) days of written notice and demand from Thales.

8.4 **Effect of Termination.** Sections 1, 5 (to the extent fees or amounts due have accrued prior to expiration or termination), 6, 7, 8.4 and 13 will survive the expiration or termination of this Agreement for any reason.

9. **INTEGRATION EFFORTS NOT INCLUDED** This agreement does not include any installation or deployment activities or anything related to hardware or software outside the project delivery scope. This agreement covers only those products listed in the attached quotation.

10. **DATA BACKUP** Thales is not responsible for executing or validating data backup for the System unless specific pricing for such activities is set forth in the Thales Quotation (Support Fees). Notwithstanding the foregoing statement, if requested by Client, Thales will suggest recommended data backup practices for Client to following regarding the System. In the event of a need by Client for data restoration, Thales may provide reasonable assistance to Client in Client's efforts to recover data with data backup provided by Client. Thales is not responsible for any data lost if data is not backed up properly.

11. **SERVICE LEVEL AGREEMENT** The Service Level Agreement applicable to Support Services offered under this Agreement is attached hereto and incorporated herein by reference as Exhibit A (Service Level Agreement).

12. GENERAL

12.1 **ANTI CORRUPTION & INFLUENCE PEDDLING.** The Client shall always act in accordance with the national and foreign laws and regulations applicable to the prevention of risks of corruption and influence peddling and in particular French law n° 2016-1691 of 9 December 2016 relating to transparency fight against corruption and modernization of the economy ("Sapin II Law"). Whether directly or through third parties, the Client shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. The Client shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision. The Client declares to have implemented a compliance program that meets the requirements of the Sapin II Law, insofar as the Client is subject to this requirement.

12.2 **Force Majeure.** Except with respect to Client's obligation to make timely payments, neither party will be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, labor disputes, terrorism, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control. Thales's inability to supply Hardware, Software, Support Services or other materials or services of whatever nature due to the inability to obtain or maintain required export authorization shall not constitute a breach of this Agreement and Customer hereby acknowledges this risk.

12.3 **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then each provision not so affected

will remain in full force and effect.

12.4 Assignment. Client may not assign this Agreement or any of its rights or delegate any of its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Thales. Thales may assign this Agreement and any of its rights and delegate any of its obligations under this Agreement. This Agreement will bind each party and its permitted successors and assigns.

12.5 Disputes. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be commenced in a federal court in the Central District of California or in state court in the County of Los Angeles, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding. Neither party may bring any action arising out of or relating to this Agreement more than three (3) years after the cause of action accrues.

12.6 No Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right, or condition of this Agreement will be construed as a waiver of any other term, right, or condition. No waiver or breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of the same or any other provision.

12.7 Relationship of the Parties. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

12.8 Notices. Thales will deliver all notices and communications concerning support and maintenance matters to the attention of Client's Technical Contact. Any other notice, request, demand, or other communication required or permitted hereunder will be in writing, will reference this Agreement, and will be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices will be sent to the address specified on the signature page of this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

12.9 Complete Agreement. This Agreement, Quotation and any exhibits and schedules attached thereto, and any agreements or terms and conditions incorporated by reference herein, contain the entire understanding of the parties with respect to the subject matter hereof and supersede any and all prior related understandings, agreements, representations, negotiations, and discussions, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

END OF TERMS AND CONDITIONS

Exhibit A - Service Level Agreement

Severity	Severity Definition	Problem Description	Resolution	Resolution Time
Critical	Full System Outage or Critical Impact to System Usability	Problems that cause total failure of the full system (unusable) or stop a user from completing a business critical function. There are no work-arounds available. Client must be available to work toward a resolution.	Entire AHS system is inoperable.	1 business hour
Major	Partial System Outage or Major Impact to System Usability > 20% of Clients or critical functionality	Problems that cause total failure of a critical system component (unusable). There are no work-arounds available. Client must be available to work toward a resolution.	Critical AHS components are inoperable (no critical searching).	2 business hours
Significant	Significant Impact to Usability > 25% of Clients or daily used functionality	Problems that cause a significant performance impact to any system component (unusable), or impacting more than 50% of the system's transactions. A short-term work-around is available. Client must be available to work toward a resolution.	Multiple work-arounds are completely inoperable (Histogram Seeking, Termination Analysis, Latest Analysis) -OH- System response is not meeting contractual obligations	2 business hours
Medium	Moderate impact to Usability < 25% of users or moderately used functionality	Problems that cause a moderate impact on Client's productivity, system performance or system functionality. A medium-term work-around is available. Client must be available to work toward a resolution.	Workstation or device is not functioning within designed specifications	4 business hours
Low	Low impact to Client	Problems that cause little to no effect to Client's productivity, system functionality or system performance.	Inconvenient error message -OH- Intermittent problem	8 business hours

SECTION 6-12

Request permission to add an additional vendor to PCR-87-23 (Sub A)

Bid2024-158 Purchase Various New Police Vehicles

McGovern Municipal HQ
1200 Worcester Road
Framingham, MA 01702

LAST ACTION TAKEN

Award (Bid): PCR-87-23 (Sub A) approved on August 21, 2023 in the amount of \$601,884.51.

Contract Increase Requested:	No Monies Requested
Current Contract Award:	\$601,884.51
Contract Period Requested	No Change in Contract Period
Current Contract Period	One Time Purchase

CITY OF WARWICK

Colonel Bradford Connor
Chief of Police



Frank J. Picozzi
Mayor

Police Department
99 Veterans Memorial Drive
Warwick, Rhode Island 02886-4617
Telephone: (401) 468-4200

September 27, 2023

Ms. Francis Gomez, Purchasing Agent
Warwick City Hall
3275 Post Road
Warwick, RI 02886

Re: Bid2024-158
Request for Purchase Authorization; 6-12 Alteration to contract – Various vehicles & vendors
Funding Source: ARPA Capital Outlay – budget code 510 0400

Dear Ms. Gomez,

The police department was previously approved to eight (8) 2023 Ford Explorer Police Interceptor Utility (PIU) Vehicles, one (1) 2023 Ford Explorer Police K9 Interceptor Utility (PIU), and one (1) 2024 Chevrolet Silverado 2500 HD w/plow. These vehicles were to be purchased from Colonial Municipal Group (CMG) under the Greater Boston Police Council (GBPC) VEH110 cooperative bid.

Due to unforeseen developments, the police department is requesting to alter this bid contract which would remove one (1) vehicle from the aforementioned purchase and add one (1) new vendor and one (1) new vehicle.

The vendor to be added is McGovern Municipal HQ and this replacement vehicle would be purchased under the Greater Boston Police Council (GBPC)/Boston Area Police Emergency Radio Network (BAPERIN) collective purchasing bid.

The vehicle to be removed from the previously approved spending authorization:

- (1) 2024 Chevrolet Silverado 2500 HD Crew Cab 4X4 w/Fisher plow: \$65,142.63 from Colonial Municipal Group

The vehicle to be added to this altered, various vendor bid is:

- (1) 2023 Ford F-350 4X4 Crew Cab 160' WB black w/Fisher 8' plow: \$64,502.54 from McGovern Municipal HQ

After the original purchase was approved, our fleet manager was made aware of in-stock 2023 Ford F-350 at McGovern Municipal HQ while the delivery date 2024 Chevrolet Silverado from Colonial Municipal Group was unknown as it was not yet in stock.

The purchase of these eight (8) Ford Explorer PIU vehicles, one (1) Ford Explorer K9 PIU, and one (1) Ford F-350 are part of our FY2024 vehicle purchase plan.

The *new* total amount, accounting for the slight pricing difference, is \$601,244.42 and would be funded by ARPA Capital Outlay – budget code 510 0400. This alteration to contract does not increase the original spending authority.

~~The Warwick Police Department currently does not have a budget line item for police vehicles.~~

Please feel free to contact me at 468-4230 should you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew P. Sullivan".

Major Andrew P. Sullivan
Administrative Bureau Commander



QUOTE

Date: 9/27/2023

Customer ID: WarwickRIFD

To: Warwick Fire Department
Attn: Mike Grant

Salesperson: Michael Chase
506-280-6603

Price Per GBPC/BAPERN

Qty	Item #	Description	Unit Price	Amount
1.00	W3B	2023 F350 4x4 Crew Cab 160"WB Black	\$ 46,713.00	\$ 46,713.00
1.00	X3E	3.73 Locking Axle	\$ 417.10	\$ 417.10
1.00	18B	Platform Running Boards	\$ 431.65	\$ 431.65
1.00	473	Snow Plow Prep Package	\$ 242.50	\$ 242.50
1.00	592	Roof Clearance Lights	\$ 92.15	\$ 92.15
1.00	61N	Wheel Well Liners	\$ 315.25	\$ 315.25
1.00	61S	Splash Guards	\$ 126.10	\$ 126.10
1.00	66L	LED Box Light	\$ 58.20	\$ 58.20
1.00	66S	Upfitter Swiches	\$ 160.05	\$ 160.05
1.00	67B	410 Amp Alternator	\$ 111.55	\$ 111.55
1.00	85S	Spray In Bedliner	\$ 577.15	\$ 577.15
1.00	86M	Dual Battery	\$ 203.70	\$ 203.70
1.00	96V	XL Chrome Package	\$ 218.25	\$ 218.25
			\$ -	\$ -
1.00	TR7124	FISHER 8' SNOW PLOW PACKAGE Model: HD2	\$ 8,267.00	\$ 8,267.00
1.00	TR7163	UPGRADE TO ABL LED PLOW LIGHTS - SMALL PLOWS	\$ 724.00	\$ 724.00
4.00	I2M	Whelen Duo ION Blue Amber in Grille	\$ 250.00	\$ 1,000.00
2.00	TLI2M	Whelen Duo TION Blue Amber Under Lift Gate	\$ 250.00	\$ 500.00
2.00	TLI2M	Whelen Duo TION Blue Amber Side At F350 Logo	\$ 250.00	\$ 500.00
1.00	PMP5ABK005	Soundoff 3rd Brake Light Bracket	\$ 175.00	\$ 175.00
2.00	TLMIM	Whelen Duo TION Blue Amber Side At F350 Logo	\$ 250.00	\$ 500.00
1.00		Whelen Duo Half Visor Blue Amber	\$ 1,000.00	\$ 1,000.00
2.00	VTX609-A	Whelen Vertex in Rear Amber	\$ 225.00	\$ 450.00
2.00	VTX609-B	Whelen Vertex in Rear Blue	\$ 225.00	\$ 450.00
1.00	VS	Front and Rear Vent Shades	\$ 110.00	\$ 110.00
1.00	Tint	Tint Front Windows Legal with Visor	\$ 225.00	\$ 225.00
1.00	SA315P	Whelen Siren Speaker Behind Grille	\$ 250.00	\$ 250.00
1.00	SAK61D	Whelen Driver Side Speaker Bracket	\$ 75.00	\$ 75.00

CITY OF WARWICK

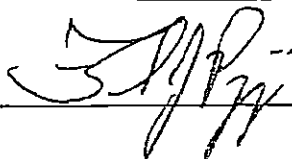
STATE OF RHODE ISLAND

RESOLUTION OF THE CITY COUNCIL

08/21/2023

MEETING DATE: _____

NO: R-23-77

APPROVED:  MAYOR

DATE: 8-23-23

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
2023 - 427	Lincoln Avenue Pipeline Rehabilitation Contract 1	<i>C.B. Utility Company, Inc.</i> 99 Tupelo Street Bristol, RI 02809	\$2,680,300.00			
2024 - 101	Fire Apparatus – 1500 GPM Pumper	<i>Greenwood Emergency Vehicles</i> 530 John Dietsch Blvd. North Attleboro, MA 02763	\$702,967.00			
2024 - 158	Purchase Various New Police Vehicles	<i>Colonial Municipal Group</i> 61 Camelot Drive Plymouth, MA 02360	\$601,884.51			56 - 6



Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2024 - 150	Purchase 2023 Dennis Eagle Automated Sanitation Vehicle	<i>Sanitary Equipment Co., Inc.</i> 25 Industry Drive West Haven, CT 06516	\$390,250.00			56 - 6
2024 - 100	Fire Apparatus – Type 1 Ambulance	<i>Greenwood Emergency Vehicles</i> 530 John Dietsch Blvd. North Attleboro, MA 02763	\$384,845.00			
2024 - 063	Arnold's Neck Waterfront Park Site Improvements	<i>Skurka Construction</i> 301 East Greenwich Ave. West Warwick, RI 02893	\$130,397.00	One Year from Date of Award		
2024 - 157	Purchase Two 2022 Ford Explorer Limited Hybrid	<i>McGovern Municipal Headquarters</i> 1200 Worcester Road Framingham, MA 01702	\$109,974.00			56 - 6
2024 - 130	Verizon Wireless Cellular Service	<i>Verizon Wireless</i> One Verizon Way Basking Ridge, NJ 07920	\$94,000.00	9/1/2023 - 8/31/2024	1	56 - 10

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2024 - 076A	Asphalt Concrete, Hot Mixes, and Cold Patch	<p><i>D'Ambra Construction Co., Inc.</i> 80 Centre of NE Blvd. Coventry, RI 02816</p> <p><i>Cardi Corporation</i> 400 Lincoln Ave. Warwick, RI 02888</p> <p><i>Material Sand & Stone Corp.</i> 618 Greenville Road North Smithfield, RI 02896</p> <p><i>Johnston Asphalt, LLC</i> 100 Allendale Ave. Johnston, RI 02919</p> <p><i>Narragansett Improvement Co.</i> 223 Allens Ave. Providence, RI 02903</p> <p><i>Lynch Corporation</i> 50 Lynch Place Cumberland, RI 02864</p>	\$80,000.00 <u>DPW ONLY</u>	9/15/2023 - 9/14/2024		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2024 - 076B	Asphalt Concrete, Hot Mixes & Cold Patch	<i>D'Ambra Construction Co., Inc.</i> 80 Centre of NE Blvd. Coventry, RI 02816 <i>Cardi Corporation</i> 400 Lincoln Ave. Warwick, RI 02888 <i>Material Sand & Stone Corp.</i> 618 Greenville Road N. Smithfield, RI 02896 <i>Johnston Asphalt, LLC</i> 100 Allendale Ave. Johnston, RI 02919 <i>Narragansett Improvement Co.</i> 223 Allens Ave. Providence, RI 02903 <i>Lynch Corporation</i> 50 Lynch Place Cumberland, RI 02864	\$60,000.00 <u>WATER</u> <u>ONLY</u>	9/15/2023 - 9/14/2024		
2024 - 081	Street Striping	<i>Safety Marking LLC</i> 255 Hancock Ave. Bridgeport, CT 06605	\$30,000.00	8/30/2023 - 8/29/2024		
2024 - 085	Police Promotional Testing	<i>Fire Service Testing Company</i> 1312 Apollo Beach Blvd. Suite B Apollo Beach, FL 33572	\$30,000.00	9/27/2023 - 9/26/2025		
2024 - 131	Copier Machine Maintenance Contract	<i>Advance Business Machines, Inc.</i> 11 Power Hill Road Lincoln, RI 02865	\$28,800.00	9/1/2023 - 8/31/2024		56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2024 - 112	Miscellaneous Police Gear & Equipment	<i>Surplus Provisions</i> 721 Pontiac Ave. Cranston, RI 02910	\$25,000.00	10/25/2023 - 10/24/2024		
2024 - 083	Rebuilding or Rebuilt Exchange Transmissions	<i>Camerota Truck Parts</i> 245 Shaker Road Enfield, CT 06082 <i>The Peterbilt Store- Rhode Island</i> 11 Industrial Lane Johnston, RI 02919	\$20,000.00	9/5/2023 - 9/4/2024		
2024 - 110	Police Undercover Operations	<i>Various Vendors</i>	\$20,000.00	10/1/2023 - 9/30/2024		56 - 6
2024 - 142	Furnish & Install Door at Police Station	<i>New England School Services, Inc.</i> 98 Hicks Ave. Medford, MA 02155	\$14,372.00			56 - 6
2024 - 056	E-Permitting	<i>OpenGov Inc.</i> 955 Charter Street Redwood City, CA 94063	\$13,380.00	7/1/2023 - 6/30/2024	2	6 - 12
2024 - 152	Aqua Shield Hot Box	<i>Ti-Sales</i> 36 Hudson Road Sudbury, MA 01776	\$13,208.00			56 - 6
2024 - 153	Parts & Materials for Kampstrup Water Meter	<i>Ferguson Waterworks</i> 2 Whitman Road Canton, Ma 02021	\$9,131.27			56 - 6
2024 - 074	Parts Washer Rental & Service	<i>Safety-Kleen Systems, Inc.</i> 42 Longwater Drive. Norwell, MA 02061	\$9,000.00	9/6/2023 - 9/5/2023		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2024 - 154	Pressure Reducing Valves	<i>Ti-Sales</i> 36 Hudson Road Sudbury, MA 01776	\$8,130.88			56 - 6
2023 - 185	Emergency Lighting Equipment	<i>Strobes N' More</i> 81 Tom Harvey Road Westerly, RI 02891	\$8,000.00		3	6 - 12
2024 - 111	Police Automotive Graphics Replacement	<i>Paul Tucker</i> <i>Dbn Sign Logic</i> 9 Bonazzoli Ave. Hudson, MA 01749	\$7,000.00	10/21/2023 - 10/20/2024		
2024 - 128	Linear Systems Hardware Support Contract	<i>Linear Systems Inc.</i> 8403 Maple Place Rancho Cucamonga, CA 91730	7,000.00	11/1/2023 - 10/31/2024		56 - 6
2024 - 155	Purchase of One Turbidity Meter	<i>R.E. Erickson Co., Inc.</i> 590 Providence Hwy. Walpole, MA 02081	\$6,446.53			56 - 6
2024 - 143	Cellebrite Certified Operator & Physical Analyst Seminar	<i>Cellebrite Inc.</i> 7 Campus Drive Suite 210 Parsippany, NJ 07054	\$4,200.00			56 - 6
2024 - 151	State of RI BCI Course	<i>University of Rhode Island</i> 64 Upper College Road Kingston, RI 02881	\$3,900.00			56 - 6
2024 - 122	Chemical Cooling Tower Corrosion Inhibitor & Microbiological Control	<i>Naico Water</i> <i>An Ecolab Company</i> 11 Freedom Way, Unit B6 Niantic, CT 06357	\$3,600.00	10/9/2023 - 10/8/2025		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2023 - 048A	Pest Control Services	<i>Falcon Pest Services, LLC</i> 38 Everglade Ave. Warwick, RI 02886	\$3,000.00	9/1/2023 - 8/30/2024	4	6 - 12
2024 - 141	Office Tracker Calendaring System	<i>Milum Corporation</i> PO Box 384 Kingsland, TX 78639	\$2,645.00	8/21/2023 - 8/20/2024		56 - 6
2021 - 241	Analytical Testing of Water Samples	<i>RI Analytical</i> 41 Illinois Ave. Warwick, RI 02888	\$750.50		5	6 - 12

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

1. Request permission to piggyback MPA #299.
2. Request permission to increase PCR-59-23 (Sub A) from \$31,844.00 to \$45,224.00.
3. Request permission to increase PCR-118-22 (Sub A) from \$10,000.00 to \$18,000.00.
4. Request permission to increase PCR-73-223 (Sub A) from \$3,000.00 to \$6,000.00 and extend contract period from 9/1/2023 – 8/31/2024.
5. Request permission to increase PCR-26-21 (Sub A) from \$40,000.00 to \$40,750.50.

Actions Taken:

2022-006 City of Warwick Medical, Pharmacy, and Dental Insurance Benefits

PCR-90-23
Favorable Action

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

CODE: 510-0400 ARPA Expenditures

COPY

SECTION 56-6

Bid2024-158 Purchase Various New Police Vehicles

Colonial Municipal Group
61 Camelot Drive
Plymouth, MA 02360

Contract Award: \$601,884.51

Contract Period: One-Time Purchase

Colonel Bradford Connor
Chief of Police

CITY OF WARWICK



COPY
Frank J. Picozzi
Mayor

Police Department
99 Veterans Memorial Drive
Warwick, Rhode Island 02886-4617
Telephone: (401) 468-4200

August 7, 2023

Ms. Francis Gomez, Purchasing Agent
Warwick City Hall
3275 Post Road
Warwick, RI 02886

Re: Request for Purchase Authorization – Ford Explorer Police Interceptor Utility (PIU) Vehicles, Chevrolet Silverado
City Ordinance 56-6 Exception to Bid
Funding Source: ARPA Capital Outlay – budget code 510 0400

Dear Ms. Gomez,

The police department is seeking a 56-6 exception to bid for the purchase of eight (8) 2023 Ford Explorer Police Interceptor Utility (PIU) Vehicles, one (1) 2023 Ford Explorer Police K9 Interceptor Utility (PIU), and one (1) 2024 Chevrolet Silverado 2500 HD w/plow. These vehicles will be purchased from Colonial Municipal Group (CMG) under the Greater Boston Police Council (GBPC) VEH110 cooperative bid. The total cost for the ten (10) vehicles is \$601,884.51.

The itemized list is as follows:

(8) 2023 Ford Explorer Police Interceptor Utility (PIU): \$58,501.02/each= \$468,008.16
(1) 2023 Ford Explorer K9 Police Interceptor Utility (PIU): \$68,733.72
(1) 2024 Chevrolet Silverado 2500 HD Crew Cab 4X4 w/Fisher plow: \$65,142.63

The reason for the exception to bid request is due to the availability of these vehicles and the increased price associated with waiting for the 2024 production year Ford Explorer PIU's. The 2024 Ford Explorers are set for production in October with an inevitable model year price increase. Purchasing these vehicles now utilizing the 56-6 exception can possibly save the city anywhere between \$40,000.00 and \$50,000.00. Based on this, it would be a disadvantage for the city to go out to bid as we've found these government bids out of Massachusetts to be a better option for purchasing new police vehicles.

The purchase of these eight (8) Ford Explorer PIU vehicles, one (1) Ford Explorer K9 PIU, and one (1) Chevrolet Silverado 2500 HD will be part of our FY2024 vehicle purchase plan.

The total amount, if approved, would be \$601,884.51 and would be funded by ARPA Capital Outlay – budget code 510 0400. The Warwick Police Department currently does not have a budget line item for police vehicles.

Please feel free to contact me at 468-4230 should you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew P. Sullivan".

Major Andrew P. Sullivan
Administrative Bureau Commander



COLONIAL
MUNICIPAL GROUP

Quote

Date: 7/25/2023

Customer ID:

2023 Ford Interceptor Gas

8

TO: Warwick Police Department
Mike Grant

Salesperson:

Dave Breen

dbreen@buycmg.com

Budget: VEH110/GBPC

Qty	Item #	Description	Unit Price	Line Total
1.00	K8A	2023 Ford Police Interceptor Utility AWD	\$ 38,097.00	\$ 38,097.00
1.00		Exterior Color : Agate Black	Included	Included
1.00	196	Interior : Ebony Cloth Front / Vinyl Rear	Included	Included
1.00	500A	Equipment Group: 500A	Included	Included
1.00	99B	3.3 Liter GAS Engine	Included	Included
1.00	44U	10 Speed Automatic Transmission	Included	Included
1.00	52P	Rear Door Lock Plungers	\$ 156.00	\$ 156.00
1.00	43D	Courtesy Lamp Disable	\$ 24.96	\$ 24.96
1.00	51R	Driver Side LED Spot Light	\$ 385.84	\$ 385.84
1.00	549	Power Mirrors / Spotter / Heated	\$ 58.24	\$ 58.24
1.00	76R	Reverse Sensing System	\$ 269.36	\$ 269.36
1.00	67R	Rear View Camera / Mirror Display	Included	Included
1.00	153	Front License Plate Bracket	Included	Included
1.00		Small Center Caps	Included	Included
1.00	18D	Global Unlock Feature	Included	Included
1.00	894090	Front and Rear Vent Shades	\$ 125.00	\$ 125.00
1.00	CMG	Activate Head Light Flashers	Included	Included
1.00	CMG	Fleat Key 1284X	\$ 210.00	\$ 210.00
1.00		Whelen WCX LEGACY DUO Package; 48" or 54" Legacy 22 LED Mod's, TD, Alley, Cencom Core C399, CCTLS, 6 or 7 Control Head, OBDII C399K#, Speaker, Bkt	\$ 4,625.22	\$ 4,625.22
1.00		Whelen Speaker (Additional)	\$ 285.00	\$ 285.00
1.00	LINSV2	Pair Whelen LINSV Mirror Under Mirror Beams	\$ 447.00	\$ 447.00
1.00	LSVBKT50	Whelen Mirror Light Bracket	\$ 24.00	\$ 24.00
1.00	VTX809C	Whelen 2 Vertex Front Hide a Ways, C	\$ 305.00	\$ 305.00
1.00	VTX809R	Whelen 2 Vertex Rear Hide a Ways, B	\$ 305.00	\$ 305.00
1.00	VTX809W	Whelen 2 Vertex Rear Hide a Ways, W	\$ 305.00	\$ 305.00
1.00	35-2125	Westfin Push Bar	\$ 575.00	\$ 575.00
1.00	35-5015W4	Westfin Push Bar Channel	\$ 73.00	\$ 73.00
1.00	TLZE/D	Whelen TION DUO Push Bar Side	\$ 405.00	\$ 405.00
2.00	IZE/R2D	Whelen DUO IONs Push Bar Front, Pair	\$ 405.00	\$ 810.00
1.00		Whelen Super LED Mirror Beam light system, ION V Series Super LED series - Ford Police Interceptor Utility	\$ 659.00	\$ 659.00
1.00	OEWD	Whelen Rear Outer Edge	\$ 1,422.00	\$ 1,422.00
2.00	CEM16	Whelen Expansion Module, For CORE	\$ 265.00	\$ 530.00
1.00	TLZE/D	Whelen TION DUO L/R Plate, Pair	\$ 405.00	\$ 405.00
1.00	TLZE/D	Whelen TION DUO Side Exterior w/ Wedges	\$ 405.00	\$ 405.00

1.00	CX Auto	Tranco Anti Theft System /	\$ 215.00	\$ 215.00
1.00	CVS0518	Havis Center Console	\$ 650.00	\$ 650.00
1.00	CCLIP	Havis Cup Holder	\$ 58.00	\$ 58.00
1.00	PM-124	Havis Printer Mount	\$ 385.00	\$ 385.00
1.00	CLP1 USB	Havis Aux Outlet - USB	\$ 57.00	\$ 57.00
1.00		Charge Guard- Computer	\$ 250.00	\$ 250.00
1.00	P1000UIN20ACSB	Pro-Gard- Pro cell model # P1000UIN20A Single Prisoner Compartment, Pro-Cell Prisoner Transport System, 1/2 partition for 2020 Interceptor Utility	\$ 3,395.00	\$ 3,395.00
1.00		Pro Gard Weapons Mount	\$ 650.00	\$ 650.00
1.00	CMG	Graphics Kit Per Dept Spec	\$ 895.00	\$ 895.00
2.00	38-xxx	Magnetic Mic Clips	\$ 37.20	\$ 74.40
3.00	OS3xx	Whelen Dome Light 1 Front 2 Rear , RW	\$ 95.00	\$ 285.00
1.00	CMG	Shop Supplies	\$ 295.00	\$ 295.00
1.00	Transfer	Transfer 2 Way Radio with Antenna and Speaker	\$ 250.00	\$ 250.00
1.00	Transfer	Dual Head Radar	\$ 125.00	\$ 125.00

Special Instructions:

Subtotal	\$ 58,501.02
Grand Total	\$ 58,501.02



Quote

Date: 7/25/2023

Customer ID:

2023 Ford Interceptor Gas

K9

REV 3

Salesperson:

Dave Breen

dbreen@buycmg.com

TO: Warwick Police Department
Mike Grant

Budget: VEH110/GBPC

Qty	Item #	Description	Unit Price	Line Total
1.00	K8A	2023 Ford Police Interceptor Utility AWD	\$ 38,097.00	\$ 38,097.00
1.00		Exterior Color : Agate Black	Included	Included
1.00	96	Interior : Ebony Cloth Front / Vinyl Rear	Included	Included
1.00	500A	Equipment Group: 500A	Included	Included
1.00	99B	3.3 Liter GAS Engine	Included	Included
1.00	144U	10 Speed Automatic Transmission	Included	Included
1.00	52P	Rear Door Lock Plungers	\$ 156.00	\$ 156.00
1.00	43D	Courtesy Lamp Disable	\$ 24.96	\$ 24.96
1.00	51R	Driver Side LED Spot Light	\$ 385.84	\$ 385.84
1.00	549	Power Mirrors / Spotter / Heated	\$ 58.24	\$ 58.24
1.00	76R	Reverse Sensing System	\$ 269.36	\$ 269.36
1.00	17A	Rear Heat and Air Conditioning	\$ 595.92	\$ 595.92
1.00	87R	Rear View Camera / Mirror Display	Included	Included
1.00	153	Front License Plate Bracket	Included	Included
1.00		Small Center Caps	Included	Included
1.00	18D	Global Unlock Feature	Included	Included
1.00	894090	Front and Rear Vent Shades	\$ 125.00	\$ 125.00
1.00	CMG	Activate Head Light Flashers	Included	Included
1.00	CMG	Fleet Key 12B4X	\$ 210.00	\$ 210.00
1.00		Whelen Inner Edge DUO WCX Pkg; FST, RST, Core C399, CCTLS, 6 or 7 Control Head and SA315PU Speaker w/ Bracket	\$ 3,955.00	\$ 3,955.00
1.00		Whelen Speaker (Additional)	\$ 285.00	\$ 285.00
2.00		Whelen WCX Tracer 5 Lamp Super-LED Light Array Solo, TCRWXS Requires Bracket Option, additional	\$ 947.00	\$ 1,894.00
2.00		Whelen Tracer Accessories - 2020 Ford Police Interceptor Utility Running Board Mounting Kit, for 5 or 6 Lamp Tracer™, Each Model # TCR350	\$ 34.00	\$ 68.00
1.00	LINSV2	Pair Whelen LINSV Mirror Under Mirror Beams	\$ 447.00	\$ 447.00
1.00	LSVBKT50	Whelen Mirror Light Bracket	\$ 24.00	\$ 24.00
1.00	VTX609C	Whelen 2 Vertex Front Hide a Ways, C	\$ 305.00	\$ 305.00
1.00	VTX609R	Whelen 2 Vertex Rear Hide a Ways, B	\$ 305.00	\$ 305.00
1.00	VTX609W	Whelen 2 Vertex Rear Hide a Ways, W	\$ 305.00	\$ 305.00
1.00	36-2125	Westin Push Bar	\$ 575.00	\$ 575.00
1.00	36-6015W4	Westing Push Bar Channel	\$ 73.00	\$ 73.00
1.00	TL12E/D	Whelen TION DUO Push Bar Side	\$ 405.00	\$ 405.00
2.00	12E12D	Whelen DUO IONS Push Bar Front, Pair	\$ 405.00	\$ 810.00
1.00	120113	Rigid E-SERIES PRO 20" FLOOD	\$ 995.00	\$ 995.00

1.00		Whelen Super LED Mirror Beam light system, ION V Series Super LED series - Ford Police Interceptor Utility	\$ 659.00	\$ 659.00
1.00	OEWD	Whelen Rear Outer Edge	\$ 1,422.00	\$ 1,422.00
1.00		Whelen Outer Edge Pillar LED System DUD	\$ 1,365.00	\$ 1,365.00
2.00	CEM16	Whelen Expansion Module, For CORE	\$ 265.00	\$ 530.00
1.00	TLI2ED	Whelen TION DUO L/R Plate, Pair	\$ 405.00	\$ 405.00
1.00	TLI2ED	Whelen TION DUO Side Exterior w/ Wedges	\$ 405.00	\$ 405.00
1.00	CX Auto	Tranco Anti Theft System /	\$ 215.00	\$ 215.00
1.00	CYS0618	Havis Center Console	\$ 650.00	\$ 650.00
1.00	CCUP	Havis Cup Holder	\$ 58.00	\$ 58.00
1.00	PM-124	Havis Printer Mount	\$ 385.00	\$ 385.00
1.00	CLP1 USB	Havis Aux Outlet - USB	\$ 67.00	\$ 67.00
1.00		Charge Guard- Computer	\$ 250.00	\$ 250.00
1.00		Pro Gard Weapons Mount	\$ 650.00	\$ 650.00
1.00	CMG	Graphics Kit Per Dept Spec	\$ 895.00	\$ 895.00
2.00	38-xxx	Magnetic Mic Clips	\$ 37.20	\$ 74.40
3.00	OS3xx	Whelen Dome Light 1 Front 2 Rear, R/W	\$ 95.00	\$ 285.00
1.00	PDU-16.5-42-18-DY-R	PURSUIT DRAWER UNIT WITH RADIO TRAY, 16.5H X 42W X 18D	\$ 2,733.00	\$ 2,733.00
1.00		American Aluminum K9 Transport Black Powdercoat	\$ 3,745.00	\$ 3,745.00
1.00		Havis K-9 Transport heat alarm unit option, hot-n-pop unit, heat alarm (ACE K9 Hot N Pop Pro w/)	\$ 1,117.00	\$ 1,117.00
1.00		American Aluminum K-9 Rescue system model # RESCUE	\$ 889.00	\$ 889.00
1.00	CMG	Shop Supplies	\$ 295.00	\$ 295.00
1.00	Transfer	Transfer 2 Way Radio with Antenna and Speaker	\$ 250.00	\$ 250.00
1.00	Transfer	Dual Head Radar	\$ 125.00	\$ 125.00
		NON CONTRACT		
1.00	K9-A-104	Havis - K9 Transport & Window guard option	\$ 577.00	\$ 577.00
1.00	K9-A-306	Havis - K9 Transport Engine Stall Sensor Option	\$ 319.00	\$ 319.00
1.00				

Special Instructions:

Subtotal	\$ 68,733.72
Grand Total	\$ 68,733.72



Budget Quote

Date: 05/27/23

2024 Chevrolet 2500 Crew

City of Warwick
Mike Grant



John Welch
(774) 556-2536

Qty	Item	Description	Unit Price	Line Total
1.00		2024 Chevrolet 2500 HD Silverado SWB Crew Cab 4WD	\$ 48,125.00	\$ 48,125.00
1.00	1WT	Work Truck Preferred Equipment Group	Included	Included
1.00	GAZ	Exterior : Northsky Blue	Included	Included
1.00	HG2	Interior : Jet Black Interior Trim	Included	Included
1.00	LBT	Engine - 6.6 - V-8 Gas	Included	Included
1.00	MYD	10 Speed Automatic Transmission	Included	Included
1.00	AE7	40/20/40 Front Seats	Included	Included
1.00	QXT	All Terrain Tires	\$ 183.04	\$ 183.04
1.00	RVQ	Black Tubular Assist Steps	\$ 727.58	\$ 727.58
1.00	VYU	Snow Plow Prep / Camper Pkg	\$ 274.56	\$ 274.56
1.00	V46	Chrome Bumpers	\$ 183.04	\$ 183.04
1.00	5H1	2 Additional Keys	\$ 41.18	\$ 41.18
1.00	JL1	Trailer Brake Controller	\$ 251.68	\$ 251.68
1.00	K4B	Aux Battery	\$ 122.72	\$ 122.72
1.00	9L7	Upfitter switch kit 5	\$ 137.28	\$ 137.28
1.00	ZLQ	WT Fleet Convenience Package	\$ 695.55	\$ 695.55
1.00		8' Fisher Snow Plow- Yellow Steel	\$ 8,136.00	\$ 8,136.00
1.00		Upgrade to LED Plow Lights	\$ 578.00	\$ 578.00
1.00		Snow Foil Attachment	\$ 904.00	\$ 904.00
1.00		(4) Whelen Hideaway LED (Rear Tail Lights)	\$ 610.00	\$ 610.00
1.00		(2) Whelen ION DUO LED Grill Lights	\$ 405.00	\$ 405.00
1.00		Whelen 100 Watt Siren Speaker	\$ 285.00	\$ 285.00
1.00		Whelen CORE Siren/Controller	\$ 1,298.00	\$ 1,298.00
1.00		Whelen CORE interface Cable/Light Sensor	\$ 241.00	\$ 241.00
1.00		Whelen Rear Inner Edge SOLO WecanX	\$ 1,174.00	\$ 1,174.00
1.00		Whelen Wig Wag Headlight Flasher	\$ 125.00	\$ 125.00
1.00		Install Customer Supplied Two Way Radio	\$ 250.00	\$ 250.00

COPY

Page 2 of 2

1.00	Shop Supplies	\$ 295.00	\$ 295.00
		Subtotal	\$ 65,142.63
		Grand Total	\$ 65,142.63