

Patricia A. Peshka
Purchasing Agent



Frank J. Picozzi
Mayor

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


TO: Members of the City Council
FROM: Patricia A. Peshka, Purchasing Agent 
DATE: April 8, 2021
RE: Bids for the Finance Committee Monday, April 19, 2021

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

4/19/21

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
2021 - 066	City Clerk Advertising	Beacon Communications Inc. 1944 Warwick Ave. Warwick, RI 02889	\$5,000.00		1	6 - 12
2021 - 194	Harbor Master Boat Maintenance	CL Marine Inc. 2501 West Shore Road Warwick, RI 02889	\$1,500.00		2	6 - 12

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 295	Engineering and Survey Support Services for Improvements to Oakland Beach Playground and Splash Pad	BL Companies New England, Inc. 2346 Post Road, Suite 100 Warwick, RI 02886 BETA Group, Inc. 701 George Washington Highway Lincoln, RI 02865 GZA GeoEnviromental, Inc. 188 Valley Street, Suite 300 Providence, RI 02909	\$45,000.00	One year from date of award		
2022 - 009	Spring Repairs & Related Work	Palmer Spring Co. 1 Althea St. Providence, RI 02907	\$100,000.00	7/1/21 - 6/30/23		
2022 - 010	High Density Polypropylene Pipe	Warwick Winwater Company 62 Wyoming Ave. Warwick, RI 02888	\$11,000.00	7/1/21 - 6/30/23		
2022 - 011	Minor Roof Repairs at Various City-Owned Buildings	Furey Roofing & Construction Co., Inc. 85 Cypress Street Warwick, RI 02888 East Rivet Roof Services, Inc. 15 Britton Dr. Bloomfield, CT 06002	\$30,000.00	7/1/21 - 6/30/23		
2021 - 337	SolarWinds Network Management Software	SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	\$18,288.00	Date of award - 6/30/21	3	56 - 10

Continued next page

PCR-59-21

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 338	SolarWinds Additional Polling Engine	SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	\$4,005.00	Date of award - 6/30/21	4	56 - 10
2021 - 328	Actian Workgroup Licenses	TriTech Software Systems 1000 Business Center Drive Lake Mary, FL 32746	\$3,500.00			56 - 6
2021 - 339	Tyler Cashiering Module	Tyler Technologies One Tyler Drive Yarmouth, ME 04096	\$8,880.00			56 - 6
2021 - 340	Annual SHIELD Suite Software	International Business Technologies, Inc D/b/a LEFTA Systems 10950-60 San Jose Blvd, Suite 101 Jacksonville, Florida 32223	\$11,875.00	One year from date of award		56 - 6
2021 - 342	SeeClickFix Software Licenses	Civic Plus 302 S 4 th Street Manhattan, KS 66502	\$7,000.00	One year from date of award		56 - 6
2022 - 022	Disposal of Solid Wastes & Recyclables	RI Resource Recovery Corp. 65 Shun Pike Johnston, RI 02919	\$3,200,000.00	7/1/21 - 6/30/23		56 - 6

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

1. Request permission to increase PCR-37-20 (Sub A) from \$12,000.00 to \$17,000.00.
2. Request permission to increase Bid2021-194 from \$2,500.00 to \$4,000.00.
3. Request permission to piggyback State MPA#227
4. Request permission to piggyback State MPA#227

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

SECTION 6-12

Request permission to increase PCR-37-20 (Sub A) from \$12,000.00 to \$17,000.00.

Bid2021-066 City Clerk Advertising

Beacon Communications Inc.
1944 Warwick Ave.
Warwick, RI 02889

LAST ACTION TAKEN

Award (Sec. 56-6): PCR-37-20 (Sub A) approved June 30, 2020 in the amount of \$12,000.00. Contract period July 1, 2020 through June 30, 2021.

Contract Increase Requested: \$ 5,000.00
Current Contract Award: \$12,000.00

Contract Period Requested: No change in term
Current Contract Period: July 1, 2020 - June 30, 2021

MAR 31 2021

CITY OF WARWICK
OFFICE OF THE CITY CLERK
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2006 Ext 4
FAX (401) 732-7640

Frank J. Picozzi
MAYOR

Lynn D'Abrosca
Acting City Clerk

March 31, 2021

Patricia Peshka, Purchasing Agent
Warwick City Hall
3275 Post Rd.
Warwick, RI 02886

Re: Bid 2021-066
Advertising City Council

Dear Ms. Peshka:

The City Clerk's Department is requesting an additional \$5,000 in spending authority under Bid #2021-066. I am requesting to utilize Sec. 6-12.

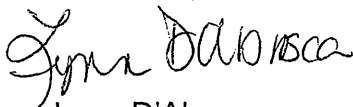
The City Clerk's office originally requested \$12,000 in spending authority for the City Council Advertising bid. With the additional \$5,000, the City Clerk's Department will be able to advertise additional City Council Ordinances passed by the City Council.

The current contract was for funds not to exceed \$12,000. If this request is granted, this will increase to a total of \$17,000 to expire 6/30/2021. I do not wish to extend this bid past 6/30/2021.

If approved, this will be paid for from the City Clerks Budget, Budget code 13-203, Council Advertising.

Please feel free to contact me if you have any questions.

Sincerely,



Lynn D'Abrosca
Acting City Clerk

CITY OF WARWICK

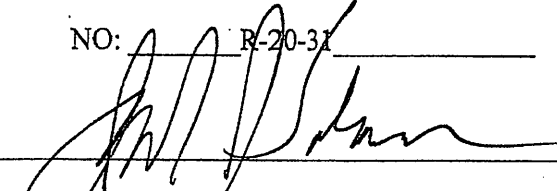
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COPY

RESOLUTION OF THE CITY COUNCIL

MEETING DATE: _____

NO: R-20-31

APPROVED:  MAYOR

DATE: June 30, 2020

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

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 082	Streetlight Conversion & Maintenance	PRISM 344 Main Street, Suite 202 Wakefield, RI 02879	\$3,100,000.00	One Year from Date of Award		
2020 - 324	Purchase New Paratransit Van	Don Brown Bus Sales 703 County Highway 107 Johnstown, NY 12095	\$69,595.00			
2020 - 094	HVAC Maintenance & Repairs for Ice Arenas	NorthStar Refrigeration 95 Camelot Dr. Unit 1 Plymouth, MA 02360	No Monies Requested	8/30/20 - 8/29/21	1	6 - 12
2020 - 171	Testing & Repair of Self Contained Breathing Apparatus	Shipman's Fire Equipment Co. Inc. 172 Cross Rd. Waterford, CT 06385	\$7,500.00	6/16/20 - 12/15/20	2	6 - 12

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 274	Maintenance Contract for Laptops & Tablets	<i>Electronic Risks Consultants, Inc.</i> 1208 US Highway 22 East, suite 4 Phillipsburg, NJ 08865	\$5,815.00	6/1/20 - 5/31/21		
2020 - 285	Power Wash Plus All-Purpose Cleaner/Degreaser	<i>Shur-Az, Inc.</i> 871 High St. Central Falls, RI 02863	\$4,000.00	6/10/2020 - 6/9/2021		
2020 - 288	Design, Print, & Mail Consumer Confidence Report	<i>Graphic Image Inc.</i> 561 Boston Post Road Milford, CT 06460	\$10,090.00	One Year from Date of Award	3	
2020 - 316	Purchase Large Format Multifunction Printer	<i>Joseph Merrit & Company</i> 23 Acorn St. Providence, RI 02903	\$13,570.00	One Year from Date of Award		
2020 - 323	Fire Promotional & Recruitment Entry-Level Exams	ID #5	\$24,000.00	6/8/20 - 6/7/22		
2021 - 003	Spring Repairs & Related Work	<i>Palmer Spring Co.</i> 1 Althea Way Providence, RI 02907	\$25,000.00	7/1/20 - 6/30/21		
2021 - 004	Hydraulic Parts & Repairs	<i>Tri-Power Sales & Service, Inc.</i> 64 Minnesota Ave. Warwick, RI 02886	\$30,000.00	7/1/20 - 6/30/21		

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 006	High Density Polypropylene Pipe	<i>Warwick Winwater Company</i> 62 Wyoming Ave. Warwick, RI 02888 <i>The Jack Farrelly Company</i> 19 Colton Rd. East Lyme, CT 06333	\$6,000.00	7/1/20 - 6/30/21		
2021 - 007	Minor Roof Repairs at Various City-Owned Buildings	<i>Apollo Roofing & Sheet Metal, Inc.</i> 316 Lockwood St. Providence, RI 02907 <i>Furey Roofing & Construction Co., Inc.</i> 85 Cypress St. Warwick, RI 02888	\$15,000.00	7/1/20 - 6/30/21		
2021 - 008A	Sand, Grit, Gravel, Loam, and Stone	<i>Material Sand & Stone Corp.</i> 618 Greenville Rd. North Smithfield, RI 02896 <i>PJ Keating Company</i> 998 Reservoir Rd. Lunenburg, MA 01462 <i>J.R. Vinagro Corporation</i> 2208 Plainfield Pike Johnston, RI 02919	\$40,000.00 DPW	7/1/20 - 6/30/21		
2021 - 008B	Sand, Grit, Gravel, Loam, and Stone	<i>Material Sand & Stone Corp.</i> 618 Greenville Rd. North Smithfield, RI 02896 <i>Rawson Materials</i> 6 Kennedy Dr. Putnam, CT 06260	\$15,000.00 P&R	7/1/20 - 6/30/21		

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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 009	BCI Crime Scene Supplies	<i>Sirchie Acquisition Company, LLC</i> 100 Hunter Place Youngsville, NC 27596	\$4,000.00	7/1/20 - 6/30/21		
2021 - 010	Photography & Printing Supplies	<i>Focus Camera LLC</i> 905 McDonald Ave Brooklyn, NY 11218 <i>Kerry's Warwick Photo Ltd.</i> 1944 Warwick Ave. Warwick, RI 02888	\$4,000.00	7/1/20 - 6/30/21		
2021 - 011	Preventative Maintenance & Repairs on Compressors	<i>Atlantic Compressor & Vacuum</i> 15 Roberts Rd. Suite F Plymouth, MA 02360	\$8,000.00	7/31/20 - 7/30/21		
2021 - 013	Veterinary Services	<i>Salmon River Veterinary Service</i> 358 Hill St. Coventry, RI 02816	\$16,000.00	7/1/20 - 6/30/22		
2021 - 014	Animal Shelter Food & Cat Litter	<i>Pet Supplies Plus</i> 171 Sockanosset Cross Rd. Cranston, RI 02920	\$10,000.00	7/1/20 - 6/30/22		
2021 - 016	Bloodborne Pathogen Remediation	<i>Bio-One</i> 28 Young Orchard Avenue Warwick, RI 02888	\$5,000.00	7/1/20 - 6/30/21		

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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 018	Printing of Various Letterhead, Envelope & Business Cards	Regine Printing 208 Laurel Hill Ave Providence, RI 02909 ThermCraft, Inc. 3762 Bradview Drive Sacramento, CA 95827 WB Mason Co. Inc. 99 Bald Hill Rd Cranston, RI 02920	\$10,000.00	7/1/2020 - 6/30/2022		
2021 - 023	Winter Sand	Cardi Corporation 400 Lincoln Ave. Warwick, RI 02888	\$40,000.00	7/1/20 - 6/30/21		
2021 - 026A	Quarterly Fire Alarm Inspections & Testing	Precision Alarm Corp. 14 Wakefield St. W. Warwick, RI 02893	\$6,000.00 DPW	7/12/20 - 7/11/21		
2021 - 026B	Quarterly Fire Alarm Inspections & Testing	Precision Alarm Corp. 14 Wakefield St. W. Warwick, RI 02893	\$5,000.00 Fire	7/12/20 - 7/11/21		
2021 - 026C	Quarterly Fire Alarm Inspections & Testing	Precision Alarm Corp. 14 Wakefield St. W. Warwick, RI 02893	\$600.00 P&R	7/12/20 - 7/11/21		
2021 - 026D	Quarterly Fire Alarm Inspections & Testing	Precision Alarm Corp. 14 Wakefield St. W. Warwick, RI 02893	\$180.00 AS	7/12/20 - 7/11/21		

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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 026E	Quarterly Fire Alarm Inspections & Testing	<i>Precision Alarm Corp.</i> 14 Wakefield St. W. Warwick, RI 02893	\$200.00 Police	7/12/20 - 7/11/21		
2021 - 027	Structural Firefighting Gloves	<i>C&S Specialty Inc.</i> 1181 Old Smithfield Rd. North Smithfield, RI 02896	\$5,000.00	7/1/20 - 6/30/21		
2021 - 028	Janitorial & Cleaning Supplies for the Fire Department	<i>WB Mason Co., Inc.</i> 99 Bald Hill Rd. Cranston, RI 02920	\$15,000.00	7/1/20 - 6/30/21		
2021 - 029	Street Striping	<i>Safety Marking, Inc.</i> 255 Hancock Ave. Bridgeport, CT 06605	\$30,000.00	8/30/20 - 8/29/21		
2021 - 034A	HVAC Maintenance & Repairs for City-Owned Buildings	<i>D. Larsen & Sons Inc.</i> 2 Huckleberry Ct. Warwick, RI 02888 <i>Nexgen Mechanical, Inc.</i> 205 Hallene Rd. Unit 106 Warwick, RI 02886	\$20,000.00 DPW	8/30/20 - 8/29/21		
2021 - 034B	HVAC Maintenance & Repairs for City-Owned Buildings	<i>D. Larsen & Sons Inc.</i> 2 Huckleberry Ct. Warwick, RI 02888	\$10,000.00 P&R	8/30/20 - 8/29/21		
2021 - 036	Food Products	<i>Gordon Food Service</i> 630 John Hancock Rd. Taunton, MA 02780	\$4,500.00	7/1/20 - 12/30/20		

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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 037	Medical Supplies & Equipment	<i>Bound Tree Medical LLC</i> 5000 Tuttle Crossing Blvd. Dublin, OH 43016 <i>Stryker Sales Corp.</i> 11811 Willows Rd. NE Redmond, WA 98052 <i>TeleFlex</i> 3015 Carrington Mill Rd. Morrisville, NC 27560	\$65,000.00	7/21/20 - 7/20/21		
2021 - 038A	Medications for Emergency Medical Services	<i>Bound Tree Medical, LLC</i> 5000 Tuttle Crossing Blvd. Dublin, OH 43016	\$3,000.00 FIRE	7/21/20 - 7/20/21		
2021 - 038B	Medications for Emergency Medical Services	<i>Bound Tree Medical, LLC</i> 5000 Tuttle Crossing Blvd. Dublin, OH 43016	\$2,000.00 POLICE	7/21/20 - 7/20/21		
2021 - 040	Fire Sprinkler Inspections & Repair for Fire Stations 1, 8, & 10	<i>Fire Equipment Inc.</i> 11 Industrial Dr. Smithfield, RI 02917	\$5,000.00	7/1/20 - 6/30/21		
2021 - 041	Delivery, Rental & Filling of Oxygen Tanks	<i>Airgas LLC</i> 522 Jefferson Blvd. Warwick, RI 02888	\$15,000.00	7/1/20 - 6/30/22		
2021 - 045	Service & Maintenance Agreement for Stryker EMS Equipment	<i>Stryker Sales Corporation</i> 3800 E. Center Avenue Portage, MI 49002	\$6,860.25	8/25/20 - 8/24/21		

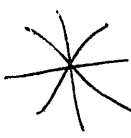
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Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020 - 309	Strategy & Tactics Course	<i>PL Vulcan Fire Training</i> 6 Gleason Dr. East Quogue, NY 11942	\$29,750.00			56 - 6
2020 - 311	Purchase Rotary Lift Attachments	<i>Rotary Lift</i> 2700 Lanier Dr. Madison, IN 47250	\$3,236.62			56 - 6
2020 - 330	Integrated Receipt Printers	<i>Tyler Technologies, Inc.</i> 5101 Tennyson Pkwy Plano, TX 75024	\$8,690.00			56 - 6
2021 - 022	Municipal Recycling Facility By-Products	<i>Various Vendors</i>	Revenue	7/1/20 - 6/30/21		56 - 6
2021 - 039	Interoperable Emergency Network	<i>Mutualink</i> 1269 South Broad Street Wallington, CT 06492	\$5,068.41	7/1/20 - 6/30/21		56 - 6
2021 - 060	UFED Software Renewal	<i>Celebrite Inc</i> 7 Campus Drive Suite 210 Parsippany, NJ 07054	\$3,700.00	8/2/20 - 8/1/21		56 - 6
2021 - 061	EnCase Software Maintenance	<i>Open Text Inc.</i> 2950 S. Delaware St. Bay Meadows Station 3 Bldg. San Mateo, CA 94403	\$3,080.29	8/22/20 - 8/21/21		56 - 6
2021 - 063	Police Licensing Advertising	<i>Beacon Communications, Inc.</i> 1944 Warwick Ave. Warwick, RI 02889	\$6,000.00	7/1/20 - 6/30/21		56 - 6

Continued next page

PCR-37-20 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 064	Police Recruitment	<i>Various Vendors</i>	\$5,000.00	7/1/20 - 6/30/22		56 - 6
2021 - 065	Services for Mental Health Clinician	<i>The Providence Center</i> 528 North Main Street Providence, RI 02904	\$40,000.00	7/1/20 - 6/30/21		56 - 6
2021 - 066	City Clerk Advertising	<i>Beacon Communications, Inc.</i> 1944 Warwick Ave. Warwick, RI 02889	\$12,000.00	7/1/20 - 6/30/21		56 - 6
2021 - 067	Probate Clerk Advertising	<i>Beacon Communications, Inc.</i> 1944 Warwick Ave. Warwick, RI 02889 <i>Kent County Daily Times</i> PO Box 277 West Warwick, RI 02893	\$20,000.00	7/1/20 - 6/30/21		56 - 6
2021 - 069	Software Support & Maintenance for Munis	<i>Tyler Technologies, Inc.</i> 5101 Tennyson Pkwy Plano, TX 75024	\$215,416.33	7/1/20 - 6/30/21		56 - 6



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

1. Request permission to extend PCR-124-19 (Sub A) from August 30, 2020 - August 29, 2021
2. Request permission to increase PCR-166-19 (Sub A) from \$7,500.00 to \$15,000.00 and extend from June 16, 2020 - December 15, 2020.
3. Total awarded amount of \$10,090.00. \$4,090 awarded to vendor. \$6,000.00 for postage.

Actions Taken:

Bid2016-081A State of RI Paint & Paint Supplies	PCR-43-20 Withdrawn per department/Unfavorable Action
Bid2016-081B State of RI Paint & Paint Supplies	PCR-44-20 Withdrawn per department/Unfavorable Action
Bid2016-171 State of RI Software Government Procurement Agreement	PCR-45-20 Withdrawn per department/Unfavorable Action
Bid2016-231 State of RI Lamps, Ballasts & Related Electrical Supplies	PCR-46-20 Withdrawn per department/Unfavorable Action
Bid2018-296 Limited Scope Zoning Rewrite	PCR-47-20 Withdrawn per department/Unfavorable Action
Bid2020-266 Grass Seed	PCR-48-20 Withdrawn per department/Unfavorable Action
Bid2020-293 Janitorial & Cleaning Supplies	PCR-49-20 Hold until 7/13/20
Bid2021-019 Brass Fittings & Valves	PCR-50-20 Favorable Action
Bid2021-020 Post-Type Fire Hydrants	PCR-51-20 Favorable Action
Bid2020-328 Callyo Silver Preferred Package Pro	PCR-52-20 Withdrawn per department/Unfavorable Action
Bid2021-062 Police College Education Expenses	PCR-53-20 Hold until 7/13/20

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

SECTION 6-12

Request permission to increase Bid2021-194 from \$2,500.00 to \$4,000.00.

Bid2021-194 Harbor Master Boat Maintenance

CL Marine Inc.
2501 West Shore Road
Warwick, RI 02889

LAST ACTION TAKEN

Award (Sec. 56-6): Bid2021-194 approved October 20, 2020 in the amount of \$2,500.00. Contract period July 1, 2020 through June 30, 2021.

Contract Increase Requested: \$1,500.00
Current Contract Award: \$2,500.00

Contract Period Requested: No change in term
Current Contract Period: July 1, 2020 - June 30, 2021

MAR 19 2021

BEVERLY J WILEY
DIRECTOR OF PARKS &
RECREATION



FRANK J PICOZZI
MAYOR

CITY OF WARWICK
DEPARTMENT OF PARKS AND RECREATION
885 SANDY LANE • WARWICK, RHODE ISLAND 02889
TEL (401) 921-9623 • FAX (401) 732-5208

To: Honorable Members of the Warwick City Council

From: Beverly J Wiley, Director of Parks & Recreation 

Date: March 17, 2021

Subj: BID 2021-194 Harbormaster Boat Maintenance

In October 2020 our department requested a 56-6 for boat repairs/maintenance performed at CL Marine Inc. on our Harbormaster boats. It was estimated by the former Director that we wouldn't need more than \$2,500.00 to cover repairs/maintenance through 6/30/21. Due to the amount it was approved by Patricia Peshka under her authority rather than being presented to Council.

We now have repair estimates from CL Marine for boats 1 & 4 for repairs/maintenance that need to be completed before the boats can be put back in the water for the upcoming season.

Please accept this memo as a request for Sec. 6-12, Alteration to Contract of the City Charter to increase \$1,500.00 for a total of \$4,000.00 and will be effective through July 1, 2021.

(45-277 Harbormaster Supplies)

**Bid2021-295 Engineering and Survey Support Services for Improvements to Oakland Beach
Playground and Splash Pad**

- 4 bids received

CODE: 500-41-210-018 Program Administration 2018 CDBG P/Y

MANNER OF AWARD: \$45,000.00
One year from date of award

RECOMMEND: BL Companies New England, Inc.
BETA Group, Inc.
GZA GeoEnviromental, Inc.

BETA Group, Inc.
701 George Washington Highway
Lincoln, RI 02865

BL Companies New England, Inc.
2346 Post Road, Suite 100
Warwick, RI 02886

GZA GeoEnviromental, Inc.
188 Valley Street, Suite 300
Providence, RI 02909

Crossman Engineering
151 Centerville Road
Warwick, RI 02886

Qualifications only

APR 01 2021



CITY OF WARWICK

FRANK J. PICOZZI, MAYOR

MEMORANDUM

TO: Patricia A. Peshka, Purchasing Agent
FROM: William R. Facente, Housing Officer
DATE: Thursday, April 1, 2021
RE: RFP #2021-295- Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad

Please accept this memorandum as request from the Office of Housing & Community Development to include RFP #2021-295 (Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad) on the April 19, 2021 City Council Finance Committee's Agenda for award.

The purpose of this award is to take the conceptual plans, which were prepared by the City's Planning Department, and turn them into final design and construction documents. The final design will incorporate a splash pad that will function as a multi season area, updated playground, shaded pavilion, and storm-water improvements to the Oakland Beach waterfront area. The entire project is funded from grants obtained by the City including \$400,000 RIDEM Recreation Grant, \$225,000 RI Infrastructure Bank and \$200,000 in matching CDBG funds.

The Office received four (4) responses to the advertised request for qualifications. The Office, in accordance with RI General Law 45-55-8.1 (Qualification-Based Selection of Architects and Engineers) and Public Law 92-582 (Federal Architect-Engineer Selection Law a.k.a. Brooks Law, 40 U.S.C. 541), reviewed the responses based on qualifications of the firms with regards to the proposed scope of work contained in the RFQ. The reviews were conducted independently by Lucas Murray and Daniel Geagan of the Planning Department and myself.

The following three (3) firms, listed in order of ranking (highest to lowest), were deemed, by the review committee, to be the most highly qualified firms: BL Companies New England, Inc. (Warwick, RI), Beta Group, Inc. (Lincoln, RI), and GZA Geo Environmental, Inc. (Providence, RI). In accordance with both the Federal & State Law, the Office requests permission to negotiate a fair and reasonable price with the highest qualified firms. Through the negotiation of price, the City will receive the best possible price for the completion of the scope of work at both of the facilities.

The Office respectfully requests the City Council award RFP #2021-295 (Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad) with a not to exceed authority of \$45,000.00. The work covered under this award is completely covered by Federal Community Development Block Grant funds from City Budget Code 500-41-210-018

Please be advised, there is no previous contract for the work covered under this award request. The term of the contract requested is one year from award.

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

Review Team's Combined Average Scores					
RFP# 2021-295 - Engineering & Survey Support Services for Improvements to Oakland Beach Playground & Splash Pad					
Criteria	Beta Group, Inc.	BL Companies New England, Inc.	Crossman Engineering	GZA GeoEnvironmental, Inc.	
Warwick/RI Based Firms (5 Pts./3 Pts.)	3	5	5	3	
Understanding of Project Scope (15 Pts.)	13	14	4	12	
Overall Project Approach (15 Pts.)	14	14	5	12	
Evidence of Personal Site Visit (5 Pts.)	5	5	1	4	
Experience/Qualification of Personnel (15 Pts.)	15	15	15	15	
Past Project Experience (20 Pts.)	16	15	14	17	
References (10 Pts.)	10	10	10	10	
Overall Quality of Proposal (10 Pts.)	10	10	4	7	
Exemplary Proposal / Proposal Exceeds Standards (5 Pts.)	3	4	0	0	
Total:	88	93	58	80	

Vendor List - Engineering and Survey Vendors

Consultant Name	Street Address	City/ Town	State	Zip	Phone	E-Mail
Diprete Engineering Associates	1 Cedar Street 2 Stafford Court	Providence Cranston	RI	02903 02970	401-457-2019 401-943-1000	info@vhibe.com drusso@diprete-eng.com
Odeh Engineers	701 George Washington Highway 1223 Mineral Spring Avenue	Providence North Providence	RI	02865 02904	401-333-2382 401-724-1771	RODMAN@BETA-RI.COM info@odehengineers.com
Garofalo and Associates	151 Geneva Village Road 85 Corliss Street, P.O. Box 6145	Warwick Providence	RI	02886 02904	401-738-5660 401-273-6000	info@garofaloassociates.com admin@zarofaloassociates.com
Steere Engineering	1255 Oakman Avenue 2350 Post Road, Suite 100	Cranston Warwick	RI	02920 02886	401-463-9696 401-773-7880	info@steerlathier.com rebecca.lwnaczuk@steereengineering.com
Millstone Engineering	999 Main Street, Unit 7030 250 Centerville Road, Building E-12	Pawtucket Warwick	RI	02860 02886	401-272-5783 401-921-3303	office@searsteads.com millstone@millstoneeng.com
Commonwealth Engineers and Consultants, Inc.	400 Smith Street	Providence	RI	02908	401-273-6600	info@commonwealth-eng.com
Stantec	67 Cedar Street	Providence	RI	02903	401-214-1750	melissa.carter@stantec.com

Bid2022-009 Spring Repairs & Related Work

- 1 bid received

CODE: 65-314 Automotive/Equipment Repair

MANNER OF AWARD: \$100,000.00
July 1, 2021 – June 30, 2023

RECOMMEND: Palmer Spring Co.

Palmer Spring Co.
1 Althea St.
Providence, RI 02907

<u>Description</u>	<u>Palmer Spring Co.</u>	
	<u>Year 1</u>	<u>Year 2</u>
Hourly Labor Rate	\$65.00	\$65.00
Percentage over Industry Replacement Parts Cost	20%	20%

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(SAMPLING SHEET MAY NOT BE CONFIDENTIAL)

Bid2022-009 Spring Repairs & Related Work

SAMPLE SHEET

PART DESCRIPTION	LIST PRICE	PERCENTAGE (+/-)	NET PRICE
62-890 SPRING	780.00	52	374.93
7/8 X 28 U BOLT ASSM.			47.50
3/4 X 2 BOLT ASSM.	5.00	50	2.50
B1258 PIN	22.50	52	10.74
55-1231 SPRING	592.50	52	284.93
55-1233 SPRING	592.50	52	284.93
300-318 KING PIN	325.00	52	155.94
28832 SEAL	69.57	56	30.77
1/8 X 1/2 COTTER PIN	.50		.25
320-3040 HUB CAP GASKET	3.4	50	1.7
E/M TIE ROD END	MISC		MISC
C/TMRN1055 TORQUE ROD	312.50	60	124.93
43432 SPRING	677.50	52	355.80
RB270 BUSHING	25.50	49	12.97
R/M34684 FRONT SHOCK	112.5	52	54.37
A/421163 G43-1263 SPRING	341.00	52	163.50
C/M1918 SHACKLE	37.50	53	17.57
C/M1915 UBOLT PLATE	37.18	52	17.76
C/M16383 SPRING PIN	24.38	50	12.19

Percentage offered on parts must be held firm for the term of the contract. List above is only a sampling of parts that might be utilized.

U-BOLT PRICES									3/30/2021
	GR5	GR5	GR5	GR5	GR8	GR8	GR8	GR8	
	3/8	7/16	1/2	9/16	5/8	3/4	7/8		INCH
6	\$ 8.82	\$ 9.17	\$ 11.41	\$ 12.46	\$ -	\$ -	\$ -	\$ -	\$ -
8	\$ 8.82	\$ 9.17	\$ 11.41	\$ 12.46	\$ -	\$ -	\$ -	\$ -	\$ -
10	\$ 8.82	\$ 9.17	\$ 11.41	\$ 12.46	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ 8.82	\$ 9.31	\$ 11.41	\$ 12.46	\$ -	\$ -	\$ -	\$ -	\$ -
14	\$ 8.82	\$ 9.66	\$ 11.41	\$ 12.74	\$ 17.95	\$ -	\$ -	\$ -	\$ -
16	\$ 8.96	\$ 10.36	\$ 11.41	\$ 13.51	\$ 17.95	\$ 20.95	\$ -	\$ -	\$ -
18	\$ 10.85	\$ 11.27	\$ 11.90	\$ 14.49	\$ 17.95	\$ 22.70	\$ 32.50	\$ -	\$ -
20	\$ 11.97	\$ 12.25	\$ 13.23	\$ 15.33	\$ 18.90	\$ 24.80	\$ 33.35	\$ 45.35	\$ -
22	\$ 13.23	\$ 13.44	\$ 14.00	\$ 16.38	\$ 20.05	\$ 26.35	\$ 35.00	\$ 48.70	\$ -
24	\$ -	\$ -	\$ 14.84	\$ 17.29	\$ 21.55	\$ 28.25	\$ 37.55	\$ 52.30	\$ -
26	\$ -	\$ -	\$ 15.47	\$ 18.20	\$ 22.55	\$ 30.10	\$ 39.90	\$ 55.80	\$ -
28	\$ -	\$ -	\$ 16.45	\$ 18.83	\$ 23.90	\$ 31.90	\$ 42.40	\$ 59.20	\$ -
30	\$ -	\$ -	\$ 18.20	\$ 19.74	\$ 26.05	\$ 33.60	\$ 45.05	\$ 66.55	\$ -
32	\$ -	\$ -	\$ 19.18	\$ 21.00	\$ 27.60	\$ 35.45	\$ 46.40	\$ 70.15	\$ -
34	\$ -	\$ -	\$ 21.42	\$ 21.98	\$ 28.75	\$ 37.55	\$ 49.25	\$ 73.90	\$ -
36	\$ -	\$ -	\$ -	\$ -	\$ 30.00	\$ 39.40	\$ 51.50	\$ 77.70	\$ -
38	\$ -	\$ -	\$ -	\$ -	\$ 31.25	\$ 41.05	\$ 54.10	\$ 81.30	\$ -
40	\$ -	\$ -	\$ -	\$ -	\$ 32.50	\$ 42.85	\$ 56.60	\$ 85.25	\$ -
42	\$ -	\$ -	\$ -	\$ -	\$ 35.50	\$ 44.75	\$ 59.00	\$ 93.35	\$ -
44	\$ -	\$ -	\$ -	\$ -	\$ 37.20	\$ 46.55	\$ 61.70	\$ 97.20	\$ -
46	\$ -	\$ -	\$ -	\$ -	\$ 39.00	\$ 50.90	\$ 63.95	\$ 101.15	\$ -
48	\$ -	\$ -	\$ -	\$ -	\$ 40.30	\$ 53.05	\$ 61.70	\$ 104.95	\$ -
	DN 00 3/8	DN0 7/16	DN1 1/2	DN2 9/16	DN3 5/8	DN4 3/4	DN5 7/8	DN6 1"	
	\$ 0.50	\$ 0.60	\$ 0.70	\$ 0.80	\$ 0.90	\$ 1.40	\$ 2.00	\$ 2.40	
	UBW50	UBW55	UBW60	UBW65	UBW70	UBW75	UBW80	UBW85	
	\$ 0.25	\$ 0.30	\$ 0.40	\$ 0.40	\$ 0.45	\$ 0.45	\$ 0.55	\$ 0.60	

STOVER LOCK NUTS		
LN 107	3/8	\$ 0.68
LN 101	7/16	\$ 0.92
LN 102	1/2	\$ 1.12
LN 103	9/16	\$ 1.76
LN 104	5/8	\$ 2.28
LN 105	3/4	\$ 4.28
LN 106	7/8	\$ 5.92
LN 107	1	\$ 7.32
LN 107A	1 1/8	\$ -
LN 108	1 1/4	\$ -
LN 111	15/16	\$ -

FLAT STEEL WASHERS		
FSW 403	1/4	\$ 0.14
FSW 404	5/16	\$ 0.14
FSW 405	3/8	\$ 0.14
FSW 406	7/16	\$ 0.14
FSW 407	1/2	\$ 0.27
FSW 408	9/16	\$ 0.32
FSW 409	5/8	\$ 0.36
FSW 410	3/4	\$ 0.50
FSW 411	7/8	\$ 0.63
FSW 412	1	\$ 0.81
FSW 413	1 1/8	\$ 0.81

LOCK WASHERS		
	1/4	\$ 0.14
LW 100	5/16	\$ 0.14
LW 101	3/8	\$ 0.14
LW 102	7/16	\$ 0.14
LW 103	1/2	\$ 0.27
LW 104	9/16	\$ 0.41
LW 105	5/8	\$ 0.50
LW 107	3/4	\$ 0.90
LW 108	7/8	\$ 1.31
LW 109	1	\$ 1.76
LW 110	1 1/8	\$ 3.47

VENDORS Spring Repairs

Spring Repairs & Related Work						
The following vendors were sent specifications						
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL	
1 23 Arcand Spring	8 Cutting Ave	Cranston	RI	02920	office@suspensionspecialists.com	
Palmer Spring	One Althea St.	Providence	RI	02907	ryan@palmer-spring.com; doug@palmer-spring.com; sales@palmer-spring.com	
Truck Solutions	125 Industrial Dr.	North Smithfield	RI	02896	netas1@aol.com	
Woodward's Auto Spring Shop, Inc.	148 N. Montell St.	Brockton	MA	02301	lhirtle@comcast.net	woodwardsoffice@gmail.com



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

APR 05 2021

FRANK J. PICOZZI
MAYOR

ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Public Works Director *EJE*

Date: March 31, 2021

Subj: Bid2022-009 Spring Repair & Related Work

We have reviewed the only bid submitted for the above and recommend award to Palmer Spring as the qualified vendor for the above related services.

The current bid expires on June 30, 2021. The new contract period will be July 1, 2021 to June 30, 2023. The recommended cap is \$100,000.00 for a two-year period.

(65-314 - \$100,000)

Bid2022-010 High Density Polypropylene Pipe

- 2 bids received

CODE: 63-230 Highway/Drainage Pipe

MANNER OF AWARD: \$11,000.00
July 1, 2021 – June 30, 2023

RECOMMEND: Warwick Winwater Company

Core & Main
655 Pleasant Street
Norwood, MA 02062

Warwick Winwater Company
62 Wyoming Ave.
Warwick, RI 02888

Pricing as follows

Continued next page

Bid2022-010 High Density Polypropylene Pipe

Item #	Description	Core & Main		Winwater	
		Year 1	Year 2	Year 1	Year 2
	8" diameter - Approx. 500 lineal feet				
1a	per ft. perforated	\$3.97	\$4.16	\$3.97	\$3.97
1b	per ft. plain	\$3.97	\$4.16	\$3.97	\$3.97
1c	per coupling	\$6.77	\$7.09	\$7.16	\$7.16
	10" diameter - Approx. 500 lineal feet				
2a	per ft. perforated	\$5.65	\$5.91	\$5.65	\$5.65
2b	per ft. plain	\$5.65	\$5.91	\$5.65	\$5.65
2c	per coupling	\$9.28	\$9.71	\$9.79	\$9.79
	12" diameter - Approx. 500 lineal feet				
3a	per ft. perforated	\$6.44	\$6.74	\$6.48	\$6.48
3b	per ft. plain	\$6.44	\$6.74	\$6.48	\$6.48
3c	per coupling	\$10.50	\$10.99	\$10.50	\$10.50
	18" diameter - Approx. 500 lineal feet				
4a	per ft. perforated	\$12.42	\$12.99	\$12.49	\$12.49
4b	per ft. plain	\$12.42	\$12.99	\$12.49	\$12.49
4c	per coupling	\$29.73	\$31.11	\$29.76	\$29.76
	24" diameter - Approx. 500 lineal feet				
5a	per ft. perforated	\$18.73	\$19.60	\$18.89	\$18.89
5b	per ft. plain	\$18.73	\$19.60	\$18.89	\$18.89
5c	Per coupling	\$41.88	\$43.83	\$41.88	\$41.88
	36" diameter - Approx. 500 lineal feet				
6a	per ft. perforated	\$37.34	\$39.07	\$37.60	\$37.60
6b	per ft. plain	\$37.34	\$39.07	\$37.60	\$37.60
6c	per coupling	\$137.62	\$144.02	\$137.59	\$137.59
	48" diameter - Approx. 500 lineal feet				
7a	per ft. perforated	\$60.93	\$63.76	\$60.89	\$60.89
7b	per ft. plain	\$60.93	\$63.76	\$60.89	\$60.89
7c	per coupling	\$235.96	\$246.94	\$235.95	\$235.95
8	Non-core items percentage off	0%	0%	10%	10%
	Delivery time in calendar days ARO			Stock 5 days	Stock 5 days

VENDORS High-Density Polypropylene Pipe

Bid2022 High-Density Polypropylene Pipe						
The following vendors were sent specifications.						
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL	
EJ Prescott	38 Albion Rd.	Lincoln	RI	02865	Jason.normandin@ejprescott.com	eip@ejprescott.com
Ferguson Waterworks	Two Whitman Rd.	Canton	MA	02021	robert.ferguson@ferguson.com; steven.cardinal@ferguson.com	
Ferguson Waterworks	124 Costello Rd.	Newington	CT	06111	jennifer.adams2@ferguson.com	
Cole & Main, LLP	125 Stergis Way	Dedham	MA	02026	Craig.Michalek@coreandmain.com; michael.niland@coreandmain.com	
Putnam Pipe Corp.	83 County St.	Taunton	MA	02780	dputnam@putnampipe.com; kdi fonzo@putnampipe.com; aamaral@putnampipe.com	
HD Supply	30 Freeway Dr	Cranston	RJ	02920	bob.medieros@hdsupply.com fjwhall@winwaterworks.com;	
Warwick Winwater Works Co., Inc.	PO Box 81062, 62 Wyoming Ave.	Warwick	RJ	02888	jeemmons@winwaterworks.com; asdambrosca@winwaterworks.com; fjwhall@winwaterworks.com	
EJ USA, Inc.	1125 Pearl St	Brockton	MA	02301	Us.bids@ejco.com; customersupport@ejco.com	

APR 01 2021



CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
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TEL (401) 738-2003 • FAX (401) 732-5208

FRANK J. PICOZZI
MAYOR

ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Public Works Director *EEB*

Date: March 31, 2021

Subj: Bid2022-010 High Density Polypropylene Pipe

We have reviewed the two bids submitted for the above and recommend award to Warwick Winwater as the lowest overall qualified bidder for the purchase of drainage pipe.

The current bid expires on June 30, 2021. The new contract period will be July 1, 2021 to June 30, 2023. The recommended cap is \$11,000.00 for a two-year period.

(63-230 - \$11,000)

Bid2022-011 Minor Roof Repairs at Various City-Owned Buildings

- 2 bids received

CODE: 66-340 Bldg. Maintenance/Service Contracts

MANNER OF AWARD: \$30,000.00
July 1, 2021 – June 30, 2023

RECOMMEND: East Rivet Roof Services, Inc.
Furey Roofing & Construction Co., Inc.

Furey Roofing & Construction Co., Inc.
85 Cypress Street
Warwick, RI 02888

East Rivet Roof Services, Inc.
15 Britton Dr.
Bloomfield, CT 06002

Description	Furey Roofing	East Rivet
Services		
Per man/Per Hour (Year 1)	\$115.00	\$110.00
Per man/Per Hour (Year 2)	\$120.00	\$113.00
Materials		
Contractor's actual cost plus mark up (Year 1)	10%	10%
Contractor's actual cost plus mark up (Year 2)	10%	10%

Bid2022 Minor Roof Repairs at Various City Owned Buildings						
These were the vendors sent specifications for this bid.						
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL	
A&M Roofing & Sheetmetal, Inc.	16 Paul St.	Pawtucket	RI	02860	desiree.amroofing@gmail.com	
A-1 Roofing & Construction	29 1/2 Bliss Rd.	Newport	RI	02920		
Ahlborg Construction Corp.		Warwick	RI	02886	Dserdakowski@ahlborg.com	
Annex Sheet Metal & Roofing	160 North View Ave.	Cranston	RI	02920	annexsheetmetal@cox.net	
Apollo Roofing & Sheet Metal	316 Lockwood Ave.	Providence	RI	02907	ray@apollooroofingri.com;	
Applied Roofing Systems, Inc.	26 Mill St. PO Box 1248	Webster	MA	01570	MSmith@ApolloRoofingRI.com	
Capeway Roofing	50 Howe Ave.	Millbury	MA	01527	normac@appliedroofing.com	
CMG Roofing	176 Hanover Ave	Pawtucket	RI	02861	dklein@greenwood-industries.com;	
Commercial Roofing & Contracting, Inc.	340 Kennedy Dr. PO Box 647	Putnam	CT	06260	general@greenwood-industries.com	
Diversified Roofing System, Inc.	476 Roosevelt Ave.	Central Falls	RI	02863	cmgroofing@live.com	
Furey Roofing & Construction	85 Cypress St.	Warwick	RI	02888	Debbie@comroofing.com;	
Greenwood Industries	485 Kempton St.	New Bedford	MA	02740	crp@comroofing.com	
Greenwood Industries	640 Lincoln Street	Worcester	MA	01605	barbozason@verizon.net	
M. Barboza & Sons	1225 Douglas Pike	Smithfield	RI	02917	tom@fureyco.com; don@fureyco.com	
M. Weisman Roofing Co., Inc	425 Pavilion Ave.	Warwick	RI	02888	r.miranda@diversifiedroofingsystems.com	
Midland Roofing Company, Inc.	205 Hallene Road	Warwick	RI	02886	stroberrt@greenwood-industries.com;	
Mike Gorman Roofing, Inc.	9 Bayou Drive	Greenville	RI	02828	jdelia@greenwood-industries.com	
Patrick J. McKenna Roofing, Inc	PO Box 3132	Pawtucket	RI	02860	rramos@alphasrestoration.net	
Roofing Concepts, Inc.	1500 S. County Trail	E. Greenwich	RI	02818	em@weismanroofing.com	
					info@midlandroofingri.com	
					MikeGormanRoofing@gmail.com	
					pat@patrickjckennarroofing.com	
					walter@roofingconcepts.com	



APR 05 2021

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

FRANK J. PICOZZI
MAYOR

ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Public Works Director *EE*

Date: March 31, 2021

Subj: Bid2022-011 Minor Roof Repairs at Various City Owned Buildings

We have reviewed the two bids submitted for the above and recommend award to Furey Roofing and Construction Company and Eagle Rivet Roof Services, Inc. The request for both vendors is based primarily on location of these vendors. In the event that the vendor located in Connecticut is unable to respond to an emergency situation, we are requesting to also have a local vendor available to service the City needs if necessary. Both vendors are also relatively similar in pricing.

The current bid expires on June 30, 2021. The new contract period will be July 1, 2021 to June 30, 2023. The recommended cap is \$30,000.00 for a two-year period.

(66-340 - \$30,000)

SECTION 56-10

Request permission to piggyback State MPA#227

Bid2021-337 SolarWinds Network Management Software

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

Contract Award: \$18,288.00

Contract Period: Date of Award - June 30, 2021



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

FRANK PICOZZI
MAYOR

Philip Carlucci
MIS DIRECTOR

MAR 25 2021

To: Patricia Peshka, Purchasing Agent
From: Philip F. Carlucci – MIS Director *PF*
Date: Thursday, March 25, 2021
Re: 56-10 – Piggyback on State Bid – SHI International Corp

This is a 56-10 request to piggyback on the State of Rhode Island Bid for Software Support Services and award the SolarWinds Software Maintenance Service Contract to SHI in the amount of \$18,288.00. SolarWinds provides the City with its Network Management Product Suite. This includes Network Monitoring, Connectivity Alerts, Remote User Support, and Help Desk Ticket Processing. The state Master Price Agreement (MPA) Number is 227 with award numbers: 3434343, 3434344, 3434345, 3434346, & 3434347. The effective through date of this MPA is June 30, 2021.

The vendor to be utilized for this request will be SHI International Corp., 290 Davidson Avenue, Somerset, NJ 08873.

This Support & Maintenance agreement for SolarWinds Network Management Software Suite will run for one year from 5/31/2021 – 5/30/2022. The products covered are:

- SolarWinds Web Help Desk	\$ 854.00	5/31/2021 – 5/30/2022
- SolarWinds Server & Application Monitor	\$ 4,966.00	5/31/2021 – 5/30/2022
- SolarWinds DameWare Remote Support	\$ 408.00	5/31/2021 – 5/30/2022
- SolarWinds Network Configuration Manager	\$ 2,620.00	5/31/2021 – 5/30/2022
- SolarWinds User Device Tracker	\$ 1,192.00	5/31/2021 – 5/30/2022
- SolarWinds IP Address Manager	\$ 954.00	5/31/2021 – 5/30/2022
- SolarWinds Engineer's Toolset	\$ 862.00	5/31/2021 – 5/30/2022
- SolarWinds Network Performance Monitor	\$ 6,432.00	5/31/2021 – 5/30/2022

The budget code to cover this will be 25-334.

Cc: Peder Schaefer, Finance Director



Pricing Proposal
 Quotation #: 20123828
 Created On: 2/26/2021
 Valid Until: 5/14/2021

City of Warwick

Christopher Cate

61 Hoxsie Ave
 Warwick, RI 02889
 United States
 Phone: 401-921-9664
 Fax:
 Email: christopher.k.cate@warwickri.com

Inside Account Manager

Josh Donnelly

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 800-527-6389 EXT 555-xxxx
 Fax:
 Email: josh_donnelly@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SolarWinds Web Help Desk Per Technician License (6 to 10 named users)-Annual SolarWinds - Part#: 81965 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	7	\$122.00	\$854.00
2 SolarWinds Server & Application Monitor ALX (unlimited monitors-Standard Polling Throughput)-Annual Maintenance Renewal- Original AM/ALX Customer SolarWinds - Part#: 81282 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	1	\$4,966.00	\$4,966.00
3 SolarWinds DameWare Remote Support Per Technician License (2 to 3 user price)-Annual Maintenance Renewal SolarWinds - Part#: 81346 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	3	\$68.00	\$204.00
4 SolarWinds Network Configuration Manager DL1000 (up to 1000 nodes)-Annual Maintenance Renewal SolarWinds - Part#: 81247 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	1	\$2,620.00	\$2,620.00
5 SolarWinds User Device Tracker UT10000 (up to 10000 ports)-Annual Maintenance Renewal SolarWinds - Part#: 81487 Contract Name: Software Reseller	1	\$1,192.00	\$1,192.00

Contract #: ITS58
Subcontract #: MPA-227
Serial #: SW49599
Coverage Term: 5/30/2021 – 5/30/2022

6	SolarWinds IP Address Manager IP4000 (up to 4096 IPs)-Annual Maintenance Renewal SolarWinds - Part#: 81235 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	1	\$954.00	\$954.00
7	SolarWinds DameWare Remote Support Per Technician License (2 to 3 user price)- Annual Maintenance Renewal SolarWinds - Part#: 81346 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	3	\$68.00	\$204.00
8	SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - Part#: 81748 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	2	\$431.00	\$862.00
9	SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - Part#: 81259 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 5/30/2021 – 5/30/2022	1	\$6,432.00	\$6,432.00
			Total	\$18,288.00

Additional Comments

Solarwinds has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

EULA: Reseller represents and warrants that Reseller shall either: i) cause the End User to agree to be bound by all terms and conditions of the End User Agreement located at https://www.carahsoft.com/application/files/9215/5558/8321/SolaWinds_EULA_1.docx to the extent consistent with U.S. Federal law, or ii) if Reseller is contracting with a higher tier subcontractor or prime contractor in support of a prime contract with End User, Reseller shall cause the higher tier subcontractor and/or prime contractor to require the End User receiving the

SolarWinds Software, Maintenance, upgrades, training, and support to agree to all terms and conditions in the End User Agreement.

For any Quotation containing Network Automation Manager (NAM) the following Terms and Conditions Shall also Apply:

Customer agrees to monitor only the number of nodes purchased as indicated on the Carahsoft Quote provided and only in accordance

with the currently documented Scalability Engine Guidelines for SolarWinds Orion Products found at:

https://support.solarwinds.com/Customer_Success - Customer understands and agrees that if customer exceeds the documented guidelines it will be at customer's own risk and SolarWinds disclaims all liability related to customer's use outside of the documented guidelines.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 United States
----------------------------	---

SOFTWARE: GOVERNMENT PROCUREMENT AGREEMENT (MPA-227)	
Award Number	3434347
Revision Number	14
Effective Period	01-SEP-2015 - 30-JUN-2021
Approved PO Date	30-DEC-2020
Vendor Number	1577-iSupplier

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

Type of Requisition	IT PURCHASE
Requisition Number	7551190
Change Order Requisition Number	RIDE 20MEM004
Solicitation Number	ITS58
Freight	Paid
Payment Terms	NET 30
Buyer	DeAngelis, Robert
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/part220-30-00-13>

CHANGE ORDER TO PO# 3434347

EFFECTIVE TERM: 09/01/2015 - 12/31/2020
 09/01/2015 - 06/30/2021

MA Commbuys has extended the end date of ITS58 to 06/30/2021. This change order is to extend RI MPA-227 to the same end date of 06/30/2021.

INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf
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

STATE PURCHASING AGENT
 Nancy R. McIntyre

SECTION 56-10

Request permission to piggyback State MPA#227

Bid2021-338 SolarWinds Additional Polling Engine

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

Contract Award: \$4,005.00

Contract Period: Date of Award - June 30, 2021

MAR 30 2021



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

FRANK PICOZZI
MAYOR

Philip Carlucci
MIS DIRECTOR

To: Patricia Peshka, Purchasing Agent
From: Philip F. Carlucci – MIS Director *PFC*
Date: Thursday, March 30, 2021
Re: 56-10 – Piggyback on State Bid – SHI International Corp

This is a 56-10 request to piggyback on the State of Rhode Island Bid for Software Support Services and award the SolarWinds Additional Polling Agent maintenance to SHI in the amount of \$4,005.00. SolarWinds provides the City with its Network Monitoring and Maintenance product suite. This request covers the annual maintenance on the additional connection licenses required by the City to cover all of its end-point devices. The state Master Price Agreement (MPA) Number is 227 with award numbers: 3434343, 3434344, 3434345, 3434346, & 3434347. The effective through date of this MPA is June 30, 2021.

The vendor to be utilized for this request will be SHI International Corp., 290 Davidson Avenue, Somerset, NJ 08873. This Support & Maintenance agreement for these licenses will run from 6/27/2021 – 6/26/2022. The budget code to cover this will be 25-334.

Cc: Peder Schaefer, Finance Director

MAR 30 2021



Pricing Proposal
Quotation #: 20266448
Created On: 3/29/2021
Valid Until: 6/15/2021

City of Warwick

Inside Account Manager

Christopher Cate

61 Hoxsie Ave
Warwick, RI 02889
United States
Phone: 401-921-9664
Fax:
Email: christopher.k.cate@warwickri.com

Josh Donnelly

290 Davidson Ave
Somerset, NJ 08873
Phone: 800-527-6389 EXT 555-xxxx
Fax:
Email: josh_donnelly@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SolarWinds Additional Polling Engine for SolarWinds - Part#: 81290-2 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: MPA-227 Serial #: SW49599 Coverage Term: 6/27/2021 – 6/27/2022	1	\$4,005.00	\$4,005.00
		Total	\$4,005.00

Additional Comments

Solarwinds has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0 EULA

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873-4145 United States
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SOFTWARE: GOVERNMENT PROCUREMENT AGREEMENT (MPA-227)	
Award Number	3434347
Revision Number	14
Effective Period	01-SEP-2015 - 30-JUN-2021
Approved PO Date	30-DEC-2020
Vendor Number	1577-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	IT PURCHASE
Requisition Number	7551190
Change Order Requisition Number	RIDE 20MEM004
Solicitation Number	ITS58
Freight	Paid
Payment Terms	NET 30
Buyer	DeAngelis, Robert
Requester Name	
Work Telephone	

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

CHANGE ORDER TO PO# 3434347

EFFECTIVE TERM: 09/01/2015 - 12/31/2020
 09/01/2015 - 06/30/2021

MA Commbuys has extended the end date of ITS58 to 06/30/2021. This change order is to extend RI MPA-227 to the same end date of 06/30/2021.

INVOICE TO
IMMEDIATE VENDOR ACTION REQUIRED: Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at : http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf
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

STATE PURCHASING AGENT
 Nancy R. McIntyre

SECTION 56-6

Bid2021-328 Actian Workgroup Licenses

TriTech Software Systems
1000 Business Center Drive
Lake Mary, FL 32746

Contract Award: \$3,500.00

Contract Period: One time purchase



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

FRANK PICOZZI
MAYOR

Philip Carlucci
MIS DIRECTOR

To: Patricia Peshka, Purchasing Agent
From: Philip F. Carlucci – MIS Director *PFC*
Date: Friday March 26, 2021
Re: 56-6 – Exception to Bid – TriTech Software Systems

This is a request under City Ordinance 56-6, an exception to bid, to award TriTech Software Systems as a sole source in the amount of \$3,500.00 for the purchase of 35 Actian Workgroup licenses for the Warwick Police Department.

Actian Workgroup, formerly Pervasive SQL, allows the Police Department to connect their portable computers with the Department's IMC computer system. These licenses are required for any computer designed or upgraded to run the Windows 10 operating system. MIS has been in the process of upgrading workstations to Windows 10 since Microsoft Corporation ended support for the Windows 7 operating system on January 14, 2020.

TriTech Software Systems, a CentralSquare Technologies, LLC company, does not outsource any of its software, the maintenance of it, nor the technical support of it. A copy of the sole source letter from TriTech Software Systems is provided.

The budget code to cover this purchase will be 25-334.

Cc: Peder Schaefer, Finance Director



TriTech Software Systems
a CentralSquare Technologies, LLC company
1000 Business Center Drive
Lake Mary, FL 32746

March 23, 2021

Warwick Police Department
99 Veterans Memorial Drive
Warwick, RI 02886

To Whom It May Concern:

This letter is in response to Warwick Police Department's request for a sole source letter from our company. This letter is to confirm that TriTech Annual Software Support and Pervasive Software are sole source products, manufactured, sold, serviced, supported, and distributed exclusively by TriTech Software Systems, a CentralSquare Technologies, LLC (CentralSquare) company. This product must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. TriTech Annual Software Support and Pervasive Software are sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

DocuSigned by:
A handwritten signature in cursive script that reads "Brian Pagels".
D14DB36518AA405...

Brian Pagels
Vice President of Sales, Public Safety & Justice
CentralSquare Technologies



Quote prepared on:

March 19, 2021

Quote prepared by:

Mark Baranowski

mark.baranowski@centralsquare.com

Quote #: Q-41284

Quote expires on: July 30, 2021

Quote prepared for:

Christopher K Kate

Warwick Police Department

99 Veterans Memorial Drive

Warwick, RI 02886

(401) 468-4200

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Action Workgroup License Fee	35	100.00	3,500.00
Software Total			3,500.00 USD

QUOTE SUMMARY

Software Subtotal	3,500.00 USD
Quote Total	3,500.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	\$0.00
FIRST YEAR SUBSCRIPTION TOTAL	\$0.00

MORE INFORMATION AT CENTRAL SQUARE.COM

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Warwick Police Department

Signature: _____

Name: _____

Date: _____

Title: _____

SECTION 56-6

Bid2021-339 Tyler Cashiering Module

Tyler Technologies
One Tyler Drive
Yarmouth, ME 04096

Contract Award: \$8,880.00

Contract Period: One time purchase



APR 06 2021

Lynne Y Prodger
City Treasurer

Frank J Picozzi
Mayor

CITY OF WARWICK
TREASURY DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
(401) 738-2000

To: Pat Peshka, Purchasing Agent
From: Lynne Prodger, City Treasurer *LYP*
Date: 4/6/2021
Re: 56-6 – Exception to Bid Notice – Tyler Cashiering Implementation

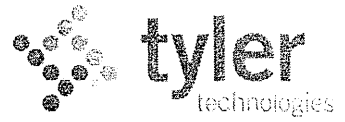
This is a request under City Ordinance 56-6, Exception to Bid, to award the implementation of the Munis module Tyler Cashiering as a sole source in the amount of \$8,880 to be charged to budget code 25-360 Professional Services.

Collectors and Treasury has had an ongoing efficiency problem with credit card processing for Utility and Tax payments. At the moment, the City uses a different vendor for online than the counter. This doubles the amount of reconciliation work in Treasury. Additionally, Collectors has duplicated work due to each resident needing to pay for a tax bill at a separate register than a utility bill. It's an overly complicated system we are using.

If the Council approves the implementation cost of the Tyler Cashiering module, Warwick will own Tyler Cashiering a \$32k module, for free and only pay for the cost of the implementation. Tyler will also gift the City four \$419 credit card terminals (\$1,676 of equipment in total). With the new system, Treasury will have one credit card account to reconcile and Collectors will need less cashiers on the counter leaving more time to answer phones and tend to mail. And, best yet, reduced convenience fees and line length for the taxpayer.

Current Convenience Fees Schedule		New Convenience Fees Schedule	
<u>Online:</u>		<u>Online:</u>	
Utility	\$4.40	Utility	\$3.95 (payments over \$750 must use E-check)
Utility E-check	\$4.40	Utility E-check	\$1.95
Tax	\$1.10 flat under \$40, 2.77% over \$40	Tax	\$2.50 minimum or 2.25%
Tax E-check	\$2.75 under \$10,000 \$16.65 over \$10,000	Tax E-check	\$1.95
<u>Counter:</u>		<u>Counter:</u>	
Utility	\$3.95	Utility	\$3.95 (payments over \$750 must use E-check)
Tax	2.5% of min of \$3.95	Tax	\$2.50 minimum or 2.25%

In Fiscal Year 2022, there will be additional maintenance cost for the module of \$2,880. A fee is also required for credit card terminals security software at a cost of \$60 per month, once the upgraded system is in place. These expenses will be presented annually by the MIS department in Fiscal Year 2022 and charged to code 25-334.



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tyler.com

April 2, 2021

Ms. Lynne Prodger
City Treasurer
City of Warwick
3275 Post Road
Warwick, Rhode Island 02886

RE: Sole Source Procurement

Dear Ms. Prodger:

Please accept this letter as confirmation that Tyler Technologies, Inc. is the sole source manufacturer, provider and distributor of the Tyler Cashiering Tyler Software. The Tyler Cashiering software and related support and maintenance, including software bug fixes, upgrades, enhancements, and releases, are not available through any other entities.

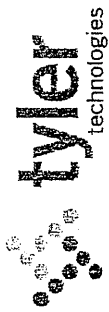
Tyler is the sole developer and implementer of the Tyler Cashiering Tyler Software.

Please let me know if you have any additional questions

Regards,

A handwritten signature in cursive script that reads "Jisel Lopez".

Jisel Lopez
Senior Corporate Attorney



Quoted By: Jennifer Barns
 Date: 3/4/2021
 Quote Expiration: 8/21/2021
 Quote Name: City of Warwick - ERP - Tyler Cashiering
 Quote Number: 2021-123627
 Quote Description: Tyler Cashiering Maintenance - 1/1/22 - 6/30/22

Sales Quotation For

City of Warwick
 3275 Post Rd
 Warwick, RI 02886-7145
 Phone +1 (401) 738-2000

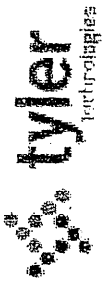
Tyler Software and Related Services

Description	License	Imp. Hours	Impl. Cost	Date Conversion	Module Total	Year One Maintenance
Tyler Cashiering	\$32,000.00	48	\$8,880.00	\$0.00	\$40,880.00	\$5,760.00
Sub-Total:	\$32,000.00		\$8,880.00	\$0.00	\$40,880.00	\$5,760.00
Less Discount:	<u>\$32,000.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$32,000.00</u>	<u>\$2,880.00</u>
TOTAL:	\$0.00	48	\$8,880.00	\$0.00	\$8,880.00	\$2,880.00

Revenue:

Summary

Total Tyler Software	\$0.00	Recurring Fees	\$2,880.00
Total Tyler Services	\$8,880.00		\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00		\$0.00
Summary Total	\$8,880.00		\$2,880.00
Contract Total	\$11,760.00		



Quoted By: Jennifer Barns
 Date: 4/1/2021
 Quote Expiration: 7/17/2021
 Quote Name: City of Warwick-ERP-Tyler Payments
 Quote Number: 2021-121811
 Quote Description: City of Warwick-ERP-Tyler Payments

Sales Quotation For
 City of Warwick
 3275 Post Rd
 Warwick, RI 02886-7145
 Phone: +1 (401) 738-2000

Annual Description	Annual Fee	One Time Fees
Tyler Payments	\$0	\$0
TOTAL:	\$0	\$0

Other Services Description	Quantity	Unit Price	Extended Price	Maintenance
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Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$0.00
Contract Total (Excluding Estimated Travel)	\$0.00	\$0.00

Total: \$0

Monthly & Annualized Costs	
<u>Monthly Cost</u> – To brand, customize, access reports and payment data with unlimited logins, support and upgrades to Tyler Payments	No Cost
<u>Development Costs</u>	
<u>One Time Cost</u> – Complete integration into Tyler applications	No Cost
<u>Customized Marketing</u>	
<u>Annual Cost</u> – Assistance with the crafting of marketing materials to help increase initial usage and continued adoption	No Cost
<u>Training and Support</u>	
<u>Cost</u> – Initial training and support to ensure a successful launch and continued success of the Tyler Payments platform	No Cost
Payer Electronic Payment Costs	
<u>Payer Utility Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for utility transactions <i>If passing transaction costs to the payer.</i>	\$3.95 \$500 transaction cap
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for non-utility transactions.	2.25% \$2.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction for all transactions more than \$750	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$10.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: \$33* Lane 5000: \$38* Includes \$15 per month PCI fee <i>*Fee proposed for future purchase/rental. Noted below four (4) Lane 3000 terminals supplied to the city at no charge.</i>
<u>Card Terminal Purchase</u> – PCI fee is per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: \$419 (one-time fee)* Lane 5000: \$529 (one-time fee)* Plus \$15 per month, per device PCI fee <i>* Fee proposed for future purchase/rental. Noted below four (4) Lane 3000 terminals supplied to the city at no charge.</i>
<u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed	\$0.50
<i>Included in proposal: Tyler is including four (4) Lane 3000 terminals to the city at no charge. The city is responsible for all monthly per device PCI fees.</i>	

SECTION 56-6

Bid2021-340 Annual SHIELD Suite Software

International Business Information Technologies, Inc
D/b/a LEFTA Systems
10950-60 San Jose Blvd, Suite 101
Jacksonville, Florida 32223

Contract Award: \$11,875.00

Contract Period: One year from date of award

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

April 5th, 2021

Mrs. Patricia Peshka, Purchasing Agent
City of Warwick
3275 Post Road
Warwick, Rhode Island 02886

Re: Request for Spending Authorization – LEFTA Systems
City Ordinance 56-6: Exception to Notice Requirement
Funding Source: 30-340: Service Contracts

Dear Mrs. Peshka:

The police department is seeking authorization to purchase specific software for its electronic management of personnel.

In December of 2019 the police department purchased a service program called Benchmark in the amount of \$20,438.00 a year, with a possible yearly increase of about 4%. The company providing the software could not meet deadlines and they were unable to provide their complete service. On March 23rd of this year the police department terminated its contract with Benchmark and on this date, March 5th, received a check for the full amount indicated.

The police department has found a program that tracks information using different software in a different manner but will more than satisfy the needs of this agency. The software is provided by LEFTA Systems and is referred to as the "Annual SHIELD Suite. This software is sole source and the company has provided a letter indicating such. The cost of this contract is currently \$11,875.00, which is almost half the amount paid for previous program. The possible annual increase is limited to 3% as compared to 4% from the previous software.

Electronic software is vital to smooth operations within this agency and this software will provide the tracking of Academy recruits, Patrol Daily Operational Reports (DORs), Training records, use of force information, internal affairs, biased based profiling, vehicle pursuits, vehicle incident documentation and employee conduct tracking. Conducting these matters in a paper format is far too costly and time consuming.

If approved, funding for this coverage will be allocated from Police Budget Code 30-340: Service Contracts, which will have been refunded the total amount of money spent on older software, resulting in a savings to the city. The start of this contract will begin on the date of award.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Ullucci".

Mark Ullucci
Deputy Chief of Police
Warwick Police Department

LEFTA Systems™ SHIELD Suite

Sole Source Letter

LEFTA Systems™ is the only vendor that provides one comprehensive software platform, SHIELD Suite, consisting of software applications in the areas of:

1. Academy (ATRAX)
2. Field Training (LEFTA)
3. Employee Training Records (METR)
4. Use of Force (FACTS)
5. Internal Affairs
6. Profiling / Field Investigation (PASS)
7. Vehicle Pursuit (VIPR)
8. Fleet Vehicle Damage (V-DOC)
9. Employee Conduct (EMCOT)
10. Immigration Enforcement Tracking (IFIR)

The applications housed under the SHIELD Suite provide an all-inclusive solution for the electronic maintenance and administration of document-based information within an agency. The SHIELD Suite platform also allows a client to manage access for all applications with just one user profile.

Each software application within the SHIELD Suite is a fully independent application that can be customized to client specifications. Customizations can include nomenclature, user permission rights, electronic signature sequence, email alerts and much more.

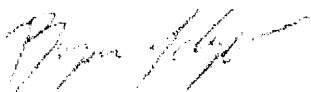
While they function independently, several of the applications connect with related applications within the platform. The ATRAX academy application links with our LEFTA field training application. LEFTA also links with our employee training records application METR, allowing a clear view of an employee's training from the time they enter the academy until they retire or leave an agency. Other applications allow for the population of data points that were previously captured in different reports, alleviating redundant data entry.

LEFTA Systems™ also offers an optional business intelligence tool that allows clients to intelligently interpret hundreds of data points collected within the SHIELD Suite, as well as incorporating a highly customizable Early Warning System.

We are a cloud-based Software-as-a-Service (SaaS) provider that utilizes Microsoft's AZURE Government to securely host client data with redundancy backup and a four-million-dollar cyber insurance policy.

Our applications are a need-based line of software developed by LEFTA Systems™ specifically to meet the challenges of documenting training and other areas of high liability. LEFTA Systems™ SHIELD Suite is the only integrated product of its kind on the market. We own the development code for these software applications and LEFTA Systems™ is the sole distributor of the SHIELD Suite.

Best regards,



Bryan Selzer
Chief Executive Officer

Effective 1/1/2020



LEFTA SYSTEMS

International Business Information Technologies, Inc. d.b.a. LEFTA Systems
 10950-60 San Jose Blvd., Suite 101
 Jacksonville, FL 32223
 (800) 405-3109 – Toll Free

Proposal/Agreement No.: 02222021-RIWPD-01

Customer					
Agency:	Warwick Police Department				
Address:	99 Veteran's Memorial Drive				
City:	Warwick	State:	RI	Zip:	02886
Attn:	Officer Michael Harris Phone (401) 468-4330 Email: Michael.harris@warwickri.com				

Info	
Date:	4/7/2021
Valid Until:	5/23/2021
Account Manager:	Matt Jarvis
Payment Term:	Net 30

Qty	Description	List Price	Total
1	Annual SHIELD Suite subscription base: <i>Early Warning notification included in software.</i> <ol style="list-style-type: none"> 1. ATRAX - Academy 2. LEFTA – Patrol FTO Software (Additional Sites/DORs available at added cost) 3. METR – Training Records Software 4. FACTS – Use of Force 5. INTERNAL AFFAIRS 6. PASS – Biased Based Profiling 7. VIPR – Vehicle Pursuits 8. V-DOC – Vehicle Incident Documentation 9. EMCOT – Employee Conduct Tracking (Pending Release) Annual license fee includes IT support, free updates, and hosting.	\$4,000	\$4,000
225	Annual per user license fee	\$35	\$7,875
1	Hosting on Microsoft Azure Government for up to 50 GB of storage.	Included	Included
1	Customization of applications	Included	Included
8	Hours of virtual live training sessions <i>(After implementation of SHIELD Suite, Train-the-Trainer sessions will be unlimited)</i>	Included	Included
		TOTAL:	\$11,875

Terms and Conditions

This proposal and the services to be provided are subject to the terms and conditions set forth here: <http://leftasystems.org/terms-and-conditions/SUITE> and by signing below, Client agrees to its terms and conditions. The effective date of the agreement shall be the date set forth below.

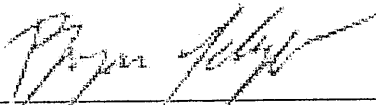
Accepted and Agreed By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



LEFTA Systems Authorized Signature

4/7/2021

Date

CODE: 63-290 Highway/Asphalt

SECTION 56-6

Bid2021-342 SeeClickFix Software Licenses

Civic Plus
302 S 4th Street
Manhattan, KS 66502

Contract Award: \$7,000.00

Contract Period: One year from date of award



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

APR 05 2021
FRANK J. PICOZZI
MAYOR

ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works ~~408~~

Date: March 30, 2021

Subj: SeeClickFix

The Department of Public Works is requesting to purchase licenses for an interactive software program that will permit the general public to, in short, submit a picture of a pothole, provide the location to the department and receive confirmation when the repair is completed. This will allow the Public Works Department to better streamline the efficiency of notification and filling of potholes. There is also an expectation that the number of pothole claims to the City will decrease. The program is an application that can be downloaded and accessed from a smart phone. This request is to secure the program for one year, at which time it will be reevaluated for potential renewal.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for SHI International (CivicPlus), under Sourcewell Contract No. 081419-SHI in the amount of \$7,000 for a period of one year.

(63-290 - \$7,000)



**SeeClickFix
Pricing**

CivicPlus
302 S 4th Street
Manhattan, KS 66502

Prepared for:

Frank Picozzi
Warwick, Rhode Island
3275 Post Road
Warwick, Rhode Island, 02886
(401) 738-2004

Prepared by:

William Velasco-Rivera
velasco@civicplus.com

Issue Date:

3/12/2021

Pricing Expires:

6/8/2021

Product Name	DESCRIPTION	QTY	TOTAL
SeeClickFix Annual	SeeClickFix Annual Licenses	10.00	USD 7,000.00
TOTAL:			USD 7,000.00

List Price - Year 1 Total	USD 10,000.00
Total Investment - Year 1	USD 7,000.00
Annual Recurring Costs - Year 2	USD 7,350.00

*Annual Recurring Costs are subject to 5% annual technology uplift beginning in year 2 of service.

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://legal.seeclickfix.com/terms-and-conditions-cp/> ("MSA"), to which this SOW is hereby attached as the SeeClickFix Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). If, 90 days before the end of the Initial Term or any subsequent renewal term, the Parties mutually agree in writing to renew this SOW, and neither party has given 90 days' notice to terminate, this SOW will renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 (the sum of the One Time Costs and the Recurring Costs) will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Renewal Term Annual Recurring Costs shall be invoiced beginning in year 2 of service.

Acceptance

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: [https:// legal.seeclickfix.com/terms-and-conditions-cp/](https://legal.seeclickfix.com/terms-and-conditions-cp/)

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [] or N []		
Please list all external sources:		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

CODE: 64-393 Sanitation/ Tipping Fee-Municipal

SECTION 56-6

Bid2022-022 Disposal of Solid Wastes & Recyclables

RI Resource Recover Corp.
65 Shun Pike
Johnston, RI 02919

Contract Award: \$3,200,000.00

Contract Period: July 1, 2021 – June 30, 2023



APR 07 2021

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

FRANK J. PICOZZI
MAYOR

ERIC J. EARLS, PE
DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works

Date: April 6, 2021

Subj: Rhode Island Resource Recovery Corporation Solid Waste and Recycling Services Agreement

The City of Warwick is required by state law to dispose of municipal waste at the state landfill. This request is made for approval of the two-year agreement that has been received by this department. There has been no change in the per ton fee of \$47.00 from the current contract for the disposal of municipal waste for FY 22. The per ton disposal fee will increase to \$54.00 in FY23. Any excess tonnage over the cap, as established by RIRRC, is increased from \$80.00 per ton under the current contract to \$90.00 per ton in FY 22 and \$100.00 per ton in FY23. The current contract expires on June 30, 2021. The new contract period will be July 1, 2021 to June 30, 2023. This department received the documents pertaining to the new agreement April 6, 2021. It should be noted that the department takes advantage of the monthly early payment discount of 1.5% as indicated in number six of the contract.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Rhode Island Resource Recovery Corporation in the amount of \$3,200,000 for the two year period, ending June 2023.

(64-393 - \$3,200,000)

APR 6 / 2021

Fee MUN CON FY22, FY23

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

Between the

RHODE ISLAND RESOURCE RECOVERY CORPORATION

And the

MUNICIPALITY

This solid waste and recycling services agreement (Agreement) is made and entered into by and jointly between The Rhode Island Resource Recovery Corporation, ("The Corporation" or "Corporation") a quasi-public corporation organized under the laws of the State of Rhode Island, and the _____, (hereinafter "Municipality"), a municipal corporation organized and existing under the laws of the State of Rhode Island, with a business address at _____, Rhode Island. In consideration of the mutual covenants, promises and payments set forth herein, The Corporation and Municipality do hereby agree as follows:

1. **TERM.** The term of this Agreement shall commence on the date of municipal execution or July 1, 2021 whichever is the later and end on June 30, 2023, unless sooner terminated or extended as provided herein.
2. **DISPOSAL OF SOLID WASTE.** For the term of this agreement and pursuant to Rhode Island General Law ("RIGL") Chapters 23-18.9-1 et seq. and 23-19-3, Municipality agrees to deliver for disposal to the Corporation's landfill in Johnston, R.I. (hereinafter "Landfill" or "Central Landfill"), one hundred percent (100%) of its Municipal Solid Waste as defined in RIGL §23-19-5(5) for which Municipality has undertaken the collection, transfer or disposal, (hereinafter "MSW"), and the Corporation agrees to accept and dispose of one hundred percent (100%) of Municipality's MSW.

Municipality shall be deemed to have undertaken the collection, transfer or disposal of that MSW for which it:

- a. Provides any of these aforementioned services through a contract or license, or by municipal employees, or
- b. Pays for any of these aforementioned services with municipal funds, enterprise funds or the like, or
- c. Assigns, subject to the Corporation's approval, all or part of its municipal waste cap for disposal at the Landfill to a third party in accordance with RIGL 23-19-13(g)(3) and 23-18.9-1(b)(3).

This Agreement shall not apply to the disposal of any other type of solid waste, including, but not limited to: 1) solid waste generated by residents of a municipality in the course of their employment; 2) solid waste generated by any manufacturing or commercial enterprise or, 3) solid waste for which Municipality has not undertaken the collection, transfer or disposal, as set forth above except where Municipality has implemented a commercial recycling program for which it has assumed responsibility for collection, either directly by municipal employees or through a contract or license.

3. **COMPLIANCE WITH LAWS.** Municipality agrees to use its best efforts to ensure that it, its agents and contractors, and all MSW, Mixed Recyclables, as defined herein below, and other materials delivered to the Corporation's facilities by Municipality, its agents and contractors will comply with all state and federal laws and R.I. Department of Environmental Management, U.S. Environmental Protection Agency, and Corporation rules, regulations, and policies including any facility site regulations and policies. Municipality, and its agents, contractors and employees, shall abide by all Corporation work rules, practices and procedures. While they are present on Corporation property, Municipality, and its agents, contractors and employees, shall act in a safe, efficient and workmanlike fashion. The failure or refusal of Municipality, or any agent, contractor or employee of Municipality to go, act, or follow instructions of a Corporation official, operating manager or other responsible person of the Corporation or its Agents are grounds for the ejection of such person from Corporation property, and the removal of Municipality's, or any agents, vehicle, whether or not it has been off-loaded. The Corporation's "On-Site Safety Policy" is attached and incorporated herein by reference (Attachment 1).
4. **FEES FOR THE DISPOSAL OF MSW.** For the duration of the term of this Agreement, Municipality agrees to pay the Corporation the municipal disposal fee set in accordance with the Rule "Municipal Solid Waste Disposal Fee Pricing Structure and Procedure", §845-RICR-00-004 (Attachment 2), as adopted by the RIRRC Board of Commissioners on December 9, 2020, for the disposal of all its MSW up to its annual MSW Cap. The municipal disposal fee will be forty-seven dollars (\$47.00) per ton in Fiscal Year 2022 (the one-year period from July 1, 2021 through June 30, 2022) and fifty-four dollars (\$54.00) per ton in Fiscal Year 2023 (the one-year period from July 1, 2022 through June 30, 2023).

"Municipal Solid Waste Cap (MSW Cap)" means the MSW tonnage established by the Corporation for each municipality to dispose of at the municipal disposal fee. The MSW Cap is calculated in accordance with the Rule "Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments," §845-RICR-00-003 (Attachment 3). The MSW Cap shall be adjusted each year according to the procedures outlined in Attachment 3. The Corporation shall notify municipalities of the new MSW Caps no later than April 1.

During Fiscal Year 2022, Municipality agrees to pay the Corporation ninety dollars (\$90.00) per ton for disposal of all MSW in excess of its annual MSW Cap. During Fiscal Year 2023, Municipality agrees to pay the Corporation one hundred dollars (\$100.00) per ton for disposal of all MSW in excess of its annual MSW Cap.

There shall be a minimum charge of one (1) ton for any load of MSW.

5. **BILLING AND PAYMENT.** The Corporation shall bill Municipality monthly for the services rendered and Municipality agrees to pay all sums due within thirty (30) days of invoice date.
6. **EARLY PAYMENT DISCOUNT.** Upon receipt of full payment of an invoice within twenty (20) days of the invoice date which brings the Municipality's outstanding balance to zero, Municipality shall receive a one-and-one-half percent (1.5%) discount from the invoice's amount. Municipality's eligibility expires monthly and is renewed monthly with the issuance of each month's invoice.
7. **MUNICIPAL RECYCLING AND DIVERSION PLANS.** Pursuant to RIGL § 23-19-13(e)(3), the municipality's 2021-2022 Recycling and Diversion Plan serves as an addendum to this contract. It includes a residential and municipal waste stream evaluation and a description of the process by which thirty-five percent (35%) of its solid waste will be recycled and fifty percent (50%) of its solid waste will be diverted from landfilling. The Municipality is responsible for implementing the plan and reporting on the results. Reporting will be accomplished through completion of the Corporation's 2021

annual data survey. An updated municipal recycling and diversion plan for the 2023 and 2024 time frame will be provided to the Corporation prior to February 1, 2023.

8. **DELIVERY OF RECYCLABLES FOR PROCESSING.** Municipality agrees to deliver to the Corporation's Materials Recycling Facility (hereinafter "MRF") at 33 Shun Pike in Johnston one hundred percent (100%) of the Mixed Recyclables, as defined herein below, which are collected within its borders under its municipal recycling program, unless specifically allowed to deliver Mixed Recyclables, as defined herein below, elsewhere. Municipality must request in writing permission from the Executive Director to direct mixed recyclables to an alternate recycler via a variance request, due to the Corporation by June 1 for the following fiscal year. Requests will be considered on a two year basis that coincides with the term of this agreement.

The Corporation agrees to process and market one hundred percent (100%) of said Mixed Recyclables that are delivered to the Corporation and meet the criteria outlined in the Corporation's "Materials Acceptance Criteria", attached and incorporated herein by reference (Attachment 4) for as long as such markets exist and it is economically beneficial to do so. For purposes of this Agreement, "Mixed Recyclables" generally includes materials defined as recyclable by the Materials Acceptance Criteria and generated by a household during the normal course of the day which are then placed in a recycling container set out for collection or are delivered to a recycling drop off. Municipality agrees to deliver these Mixed Recyclables regardless of whether these Mixed Recyclables are collected in a curbside program or through a drop-off program. Additional materials may be allowed in the program from time to time, and would therefore be subject to the terms of this Agreement. Mixed Recyclables properly delivered to the Corporation in accordance with its policies shall not incur a tip fee, pursuant to RIGL §23-19-31.

9. **TRANSFER OF MATERIALS.** Municipality must apply to the Corporation in writing for permission to use a transfer station to transfer Mixed Recyclables or MSW from a curbside collection vehicle to a trailer truck for transport to Corporation facilities. These materials can be transferred only if the Corporation grants permission in writing to do so and all transfers must comply with the Corporation's Municipal Transfer Policy (Attachment 5).

10. **DISPOSAL FEES FOR OTHER MATERIALS.** Municipality agrees to pay the Corporation, any appropriate fees for materials delivered as set forth in the attached Fee Schedule and incorporated herein by reference (Attachment 6). Municipality agrees to only deliver materials that the Corporation accepts as outlined in Attachment 4 (Materials Acceptance Criteria). Municipality is encouraged to find alternate disposal or recycling options for other materials that can be diverted from the Central Landfill, including appliances (white goods), batteries, construction & demolition debris (C&D), leaf & yard waste, scrap metal, unrecoverable (non-recyclable) mattresses, tires and wood pallets, but excluding Mixed Recyclables as defined in Section 8.

- a) **Leaf & yard waste.** For the term of this agreement and pursuant to RIGL 23-19-3(17), Municipality agrees to pay the Corporation a fee of zero dollars (\$0.00) per ton for leaf and yard waste up to its annual leaf and yard waste Cap. "L&YW Cap" shall mean the leaf and yard waste tonnage established by the Corporation for each municipality. The leaf and yard waste Cap is calculated by multiplying the municipal population (as determined by the State of Rhode Island Statewide Planning Population Projections) by 0.025 tons. L&YW Caps shall be adjusted annually and disseminated with the MSW Cap, in accordance with the " Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments," (Attachment 3). The new L&YW Cap shall be distributed to Municipality no later than April 1 each year. Municipality agrees to pay the Corporation the fee in accordance with RIGL 23-19-3, currently set at twenty-

five dollars (\$25.00) per ton, for the acceptance of all leaf and yard waste in excess of its annual L&YW cap. The over the cap fee is established by State law and subject to change.

Municipalities shall have the opportunity to request leaf and yard waste cap from each other to hedge against overages. The Municipal Leaf and Yard Waste Debris Cap Sharing Policy and Form are attached to this Agreement as Attachment 7, attached and incorporated herein by reference.

- b) **Construction and Demolition Debris (C&D).** Acceptable Municipal C&D is only that material as defined by RI Department of Environmental Management Solid Waste Regulation, §250-RICR-140-05-1. Municipal C&D tonnage is considered MSW and will be applied against the Municipality's annual MSW Cap as defined in Section 4 of this Agreement and charged accordingly. It is recommended that municipalities attempt to find alternate outlets for C&D.
- c) **Rejected Loads.** There will be an Equipment Use/MRF Rejected Load Handling Charge assessed for any load of municipal recyclables that are rejected by the MRF, requiring reloading into a RIRRC vehicle for transfer to the landfill. The tonnage associated with the rejected load will be charged to the Municipality at its MSW rate and applied to the Municipality's MSW Cap.

MRF Load Inspection and Rejection Procedure:

The minimum quality standards have been established for Mixed Recycling and are defined in Attachment 4, Materials Acceptance Criteria. The rejection of a load by the MRF inspector is binding on all parties. The Corporation will notify the Municipality electronically (e-mail) of any rejected loads, generally within 24 hours after the close of business on the day of the rejected load. Load rejection notification will normally be in the form of a report identifying the material quality issue and include photographs of the contamination. Continued failure of a customer to meet the minimum quality standards could result in a determination that this agreement has been breached. Municipality shall have the right to appeal the termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

11. COMPOST FOR CONTRACT MUNICIPALITIES. The Corporation will, from time to time, make finished compost available free of charge, subject to the provisions of Attachment 8, attached and incorporated herein by reference, to those municipalities with current and fully effective Agreements who have also delivered leaf and yard waste to the Corporation during the current fiscal year. When finished compost is available for free distribution to the aforementioned municipalities, the Corporation will provide notice and the municipalities will be allowed to request free compost for their use, as outlined in the Compost Distribution Policy, Attachment 8.

12. RECYCLING INCENTIVES. To be eligible to participate in the recycling incentive program, municipalities must have a current, fully executed Agreement with the Corporation. The incentive program shall include:

- a) When the Board of Commissioners authorizes, a MRF profit share shall be offered to eligible municipalities. MRF profit share will be based on a consistent measure of profit from the MRF operation and shared 50-50 between RIRRC and the municipalities as a group. The municipal share shall be distributed to those municipalities with executed Agreements based on the per ton pro rata share of municipal recyclables delivered to the MRF. The MRF profit will be calculated as the revenue derived from the sale of all MRF commodities less: all direct operating expenses from the MRF, capital depreciation associated with the MRF, disposal of process residue from the MRF, program grants and funding provided to municipalities, and a share of

RIRRC administrative overhead. Municipality must use the recycling profit shares to further enhance and expand the municipal recycling and diversion program. Please use "Recycling Profit Share Annual Reporting Form" (Attachment 9) to record and report to the Corporation the use or intended use of the prior year's profit share. The annual reporting form is due to the Corporation by August 1 of each year.

Condition - The Corporation will offset any and all profit share funds from any amounts due to the Corporation from the Municipality with a receivable greater than sixty (60) days on the Corporation's monthly Account Receivable Aged Balance Report.

- b) When the Board of Commissioners authorizes, a competitive waste reduction and recycling enhancement grant program will provide funding for RIRRC approved municipal proposals as outlined in the "Municipal Grant Policy," Attachment 10, attached and incorporated herein by reference. Grant awards must be used solely for the purpose for which they were approved. Grants are not transferable, either year to year or entity to entity.
- c) A twenty five percent (25%) discount shall be applied to the Corporation's wholesale price for standard curbside recycling bins.
- d) A "Fiscal Year-End Tip Fee Rebate (Rebate)" is defined as a fixed per ton refund for MSW disposed, in accordance with paragraph 2 of this Agreement, at the Corporation's facilities during FY22 and FY23. This Rebate is offered to those municipalities that qualify based on the following recyclable percentages.
 - i) Zero dollar Rebate: Applies to any municipality that delivers Mixed Recyclables between zero percent (0%) and twenty-four and ninety-nine hundredths percent (24.99%) of its solid waste at the MRF.
 - ii) One Dollar (\$1.00) Rebate: Applies to any municipality that delivers Mixed Recyclables between twenty-five percent (25%) and twenty-nine and ninety-nine hundredths percent (29.99%) of its solid waste at the MRF.
 - iii) Two Dollars (\$2.00) Rebate: For any municipality that delivers Mixed Recyclables between thirty percent (30%) and thirty-four and ninety-nine hundredths percent (34.99%) of its solid waste at the MRF.
 - iv) Three Dollars (\$3.00) Rebate: For any municipality that delivers Mixed Recyclables greater than thirty-five percent (35%) or more of its solid waste at the MRF.

The Corporation shall issue a Rebate not later than September 1, 2022 and 2023 to those Municipalities qualifying for a year-end tipping fee adjustment according to the municipality's actual recorded tonnage delivered to the MRF and in accordance with the provisions of the Municipality's current Agreement with the Corporation.

13. INFORMATION. If Municipality engages the services of a private company or contractor to collect and/or transport MSW or Mixed Recyclables, then a copy of this Agreement shall be included in any request for bids and incorporated as a part of any agreement between Municipality and the private party/contractor and the agreement between Municipality and the private party/contractor shall expressly require the private party/contractor to abide by the terms of this Agreement.

14. TERMINATIONS AND REMEDIES.

- a) **TERMINATIONS.** The Corporation has the absolute right in its sole discretion to terminate this Agreement if the Corporation determines that Municipality is not abiding by the terms of this

Agreement or is otherwise not acting in conformance with Rhode Island laws and/or State regulations. Municipality shall have the right to appeal any termination of the Agreement, and the appeal shall be heard by the Corporation's Board of Commissioners.

- b) **REMEDIES.** Failure of Municipality or the Corporation to perform the obligations hereunder shall constitute a breach of contract. Ten business days after providing the other party with notice of a breach of contract, a party may take any or all of the following steps:
- i) Commence an action for damages and for injunctive relief;
 - ii) Pursue any other remedies available to it by law; and/or

Any delay or failure in the performance by either party hereunder shall be excused to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this Agreement.

15. **UNACCEPTABLE MATERIALS.** Neither MSW nor Mixed Recyclables delivered pursuant to this Agreement may contain any waste generated or collected outside the State of Rhode Island, hazardous waste, as defined in Subsection 23-19.1-4 (4) (i) of the Rhode Island General Laws or any other waste which U.S. Environmental Protection Agency, R.I. Department of Environmental Management or Corporation statutes or regulations prohibit for acceptance at the Resource Recovery facilities.
16. **LICENSE RESTRICTIONS AND REQUIREMENTS.** Municipality agrees to be bound by any additional requirements and/or restrictions, which may be imposed by the Environmental Protection Agency, the RI Department of Environmental Management, or any other local agency, as a requirement of its operating license(s) or by a change in the regulations.
17. **HOURS OF OPERATION.** The normal hours for receiving materials at the facility are Monday through Friday from 6:00 a.m. to 3:45 p.m., and Saturday 6:00 a.m. to 12:00 p.m., (except following a state holiday, whereby the Landfill will remain open until 1:00 p.m. on Saturday). The Corporation may change these hours upon reasonable notice to Municipality. Municipalities may request an extension of the normal hours of operation due to extreme or unforeseen events, such as natural disasters. The Corporation has sole discretion to grant such requests. Should the Governor of the State of Rhode Island declare an official state of emergency resulting in road closures leading to the Corporation facilities, the Corporation shall comply with the executive order immediately. In such cases, reasonable notice of facility closure or a change in operating hours may not be able to be provided.
18. **GENERAL RELEASE.** Municipality, or its employees, agents, subcontractors or assigns (hereinafter referred to as "Releasors"), in consideration of travelling on the property of the Rhode Island Resource Recovery Corporation do hereby release, and forever quitclaim unto the said Corporation all manner of actions, claims and demands arising out of any assistance that the Corporation may give to the Releasors in pushing, towing, loading or cleaning any vehicles owned, rented, subcontracted or otherwise utilized to transport Releasors materials that may be stopped from progressing for any

reason whatsoever.

19. **ASSIGNMENTS.** Municipality may not assign, transfer, broker or otherwise vest in any other municipality, entity or person, any of its rights or obligations under this Agreement. Corporation may sell or assign any of its rights or obligations under this Agreement to any other entity, provided that Corporation shall provide written notice of same to Municipality within fifteen (15) days of the assignment provided, however, that assignee agrees to undertake the obligations herein.
20. **GOVERNING LAW.** This Agreement shall be deemed to be a contract entered into and made pursuant to the laws of the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said state.
21. **ENTIRE AGREEMENT.** This Agreement and incorporated attachments represents the entire understanding reached between the parties hereto with respect to Municipality's use of the Corporation's Facilities, and shall supersede or replace any prior understandings or agreements, whether or not in writing. Any modifications hereof shall be in writing and shall be signed by appropriate authorized representatives of Municipality and Corporation.
22. **SEVERABILITY.** If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.
23. **ATTACHMENTS.**
 - (1) On-Site Safety Policy
 - (2) Municipal Solid Waste Disposal Fee Pricing Structure and Procedure
 - (3) Rhode Island Resource Recovery Annual Municipal Solid Waste Cap Allotments
 - (4) Materials Acceptance Criteria
 - (5) Municipal Transfer Policy & Form
 - (6) Fee Schedule
 - (7) Municipal Leaf and Yard Debris Cap Sharing Policy & Form
 - (8) Compost Distribution Policy
 - (9) Recycling Profit Share Reporting Form
 - (10) Municipal Grant Policy

During the term of this Agreement, the Corporation will provide 30 days notice to the municipality prior to adopting any revisions to pertinent attachments, excepting the Fee Schedule which shall remain in effect without revision for the term of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR THE RHODE ISLAND RESOURCE RECOVERY CORPORATION:

BY: _____
Joseph Reposa, Executive Director

Dated: _____

BY: _____
Dean Huff, Chief Financial Officer

Dated: _____

FOR THE MUNICIPALITY:

BY: _____
(SIGNATURE)

Dated: _____

(NAME PRINTED OR TYPED)

Title: _____

The execution of this Agreement has been properly authorized by the governing body of the Municipality and is executed by the properly authorized official.

(SIGNATURE)

Dated: _____

(NAME PRINTED OR TYPED)
Solicitor for the MUNICIPALITY