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 Agen

DATE:

August 20, 2021

RE:

Bids for the Finance Committee Monday, August 30, 2021

CITY OF WARWICK

STATE OF RHODE ISLAND

RESOLUTION OF THE CITY COUNCIL

	8/30/2021	
MEETING DATE:		
NO:		
APPROVED:	MA	YOR
DATE:		

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

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 108	Tire Repairs & Recapping	Sullivan Tire Co., Inc. 1199 Jefferson Blvd. Warwick, RI 02886	\$280,000.00	9/8/21 - 9/7/23		
2022 - 106	Purchase Bulk Road Salt	Mid-American Salt, LLC 4528 Hillegas Road Fort Wayne, IN 46818	\$150,000.00	10/29/21		

PCR-112-21

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 102A	Asphalt Concrete Hot Mixes & Cold Patch	Lynch Corp. 50 Lynch Place Cumberland, RI 02864 Narragansett Improvement Co. 223 Allens Ave. Providence, RI 02903 Material Sand & Stone Corp. 618 Greenville Road North Smithfield, RI 02896 Johnston Asphalt, LLC 100 Allendale Ave. Johnston, RI 02919 Cardi Corporation 400 Lincoln Ave. Warwick, RI 02888 D'Ambra Construction Co., Inc. 80 Centre of N.E. Blvd. Coventry, RI 02816	\$160,000.00 DPW	9/15/21 - 9/14/22		
2022 - 102B	Asphalt Concrete Hot Mixes & Cold Patch	Lynch Corp. 50 Lynch Place Cumberland, RI 02864 Narragansett Improvement Co. 223 Allens Ave. Providence, RI 02903 Material Sand & Stone Corp. 618 Greenville Road North Smithfield, RI 02896 Johnston Asphalt, LLC 100 Allendale Ave. Johnston, RI 02919 Cardi Corporation 400 Lincoln Ave. Warwick, RI 02888 D'Ambra Construction Co., Inc. 80 Centre of N.E. Blvd. Coventry, RI 02816	\$65,000.00 WATER	9/15/21 - 9/14/22		

PCR-112-21

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022	Purchase Taser CEW and Associated Equipment	Axon Enterprise, Inc. 17800 N 85 th St. Scottsdale, Arizona 85255	\$154,688.00	10/1/21 - 9/30/26		56 - 6
2022	Website Hosting & Support	Civic Plus 302 S 4 th Street Suite 500 Manhattan, KS 66502	\$4,725.00	10/1/21 - 9/30/22		56 - 6
2021	Emergency Equipment Repair for Police Vehicles	Global Public Safety 60 Alhambra Rd. Suite #6 Warwick, RI 02886 All Mobile Towing LLC 102B Pond Street Seekonk, MA 02771	AWARD Additional Vendor		1	6 - 12
2021	Medical Examinations- Police	University of Rhode Island Student Loan Office Roosevelt Hall, Suite 018B 90 Lower College Rd. Kingston, RI 02881	\$525.00		2	6 - 12
2022	Police Promotional Testing	ID #10	\$24,000.00	9/27/21 - 9/26/23		
2022	Fire Department Dress Uniforms, Badges, Insignias & Name Plates	Donnelly's Inc. of Rhode Island 50 Sharpe Dr. Cranston, RI 02920	\$15,000.00	Two years from date of award		

PCR-112-21

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2022 - 143	Purchase Carts, Wheels, & Lids	Rehrig Pacific 1738 W 20 th Street Erie, PA 16502	\$42,428.00			56 - 6
2022	Professional Printing and Mailing of Recycling Calendar	Indiana Printing & Publishing Company, Inc. 775 Indian Springs Road Indiana, PA 15701	\$30,000.00			
2022	Infield Mix	Richmond Sand and Stone, LLC 35 Stilson Road Richmond, RI 02898	\$14,000.00	9/9/21 - 9/8/23		
2022 - 067	Workers' Compensation Self-Insured Third-Party Administrator or Fully- Insured Carrier	PMA Management Corp. of New England 101 Barnes Road, Suite 300 Wallingford, CT 06492	\$40,725.00	11/1/21 - 10/31/24		
2022 - 148	Remove & Replace Pilgrim Senior Center Dishwasher	United Restaurant Equipment Co. 1 Executive Park Dr. North Billerica, MA 01862	\$13,600.00			56 - 6

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

- 1. Request permission to award PCR-17-21 (Sub A) to Global Public Safety as an additional vendor
- 2. Request permission to increase PCR-71-20 from \$8,400.00 to \$8,925.00

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

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15	2022-148	Remove & Replace Pilgrim Senior Center Dishwasher (Sec 56-6)	120-125

Bid2022-108 Tire Repairs & Recapping

• 1 bid received

CODE: 65-31

65-318 Automotive/Tire Recapping

MANNER OF AWARD:

\$280,000.00

September 8, 2021 – September 7, 2023

RECOMMEND:

Sullivan Tire Co., Inc.

Sullivan Tire Co., Inc. 1199 Jefferson Blvd. Warwick, RI 02886

Pricing as follows

Bid2022-108 Tire Repairs & Recapping RESULTS

Item #	Description	Normal Working Hours 7:00 AM – 4:30 PM	Weekends and Holidays 4:30 PM – 7:00 AM
1.	PAYLOADERS		
a.	Remove	\$25.00	\$25.00
b.	Apply	\$25.00	\$25.00
c.	Tire Repair*	\$50.00	\$50.00
d.	Tube Repair*	\$10.00	\$10.00
2.	BACKHOES		
a.	Remove	\$20.00	\$20.00
Ъ.	Apply	\$20.00	\$20.00
c.	Tire Repair*	\$40.00	\$40.00
d.	Tube Repair*	\$20.00	\$20.00
3.	PACKERS	,	
a.	Remove	\$15.00	\$15.00
b.	Apply	\$15.00	\$15.00
c.	Tire Repair*	\$30.00	\$30.00
d.	Tube Repair*	\$10.00	\$10.00
4.	DUMP TRUCKS		
a.	Remove	\$15.00	\$15.00
b.	Apply	\$15.00	\$15.00
c.	Tire Repair*	\$30.00	\$30.00
d.	Tube Repair*	\$10.00	\$10.00
5.	PICKUP TRUCKS		
a.	Remove	\$10.00	\$10.00
b.	Apply	\$10.00	\$10.00
c.	Tire Repair*	\$25.00	\$25.00
d.	Tube Repair*	\$10.00	\$10.00
6.	FIRE VEHICLES		
a.	Remove	\$15.00	\$15.00
b.	Apply	\$15.00	\$15.00
c.	Tire Repair*	\$30.00	\$30.00
d.	Tube Repair*	\$10.00	\$10.00
7.	OTHER VEHICLES		
a.	Remove	\$10.00	\$10.00
b.	Apply	\$10.00	\$10.00
c.	Tire Repair*	\$20.00	\$20.00
d.	Tube Repair*	\$10.00	\$10.00
	<u> </u>		
	Charge for calcium chloride, per pound, installed in DPW vehicle tires	\$7.00/lb.	\$7.00/lb.
	Charge for road service or service call to Department of Public Works for Truck Service	\$100.00/hr.	\$125.00/hr.
	Charge for road service or service call to Department of Public Works for OTR tires	\$110.00/hr.	\$140.00/hr.

Bid2022-108 Tire Repairs & Recapping RESULTS

Item #	Description	Price
	Candar/Dynna Taylar	
	Sander/Dump Trucks	
1	11R22.5 Bandag Ultra Drive	\$183.00
2	12R22.5 Bandag Ultra Drive	\$195.00
	Sanders, Dump & Fire Trucks	
3	11R22.5 Bandag Ultra Drive (steel belted casings)	\$183.00
4	12R22.5 Bandag Ultra Drive (steel belted casings)	\$195.00
	Dump & Fire Trucks	
5	11R22.5 Bandag Ultra Drive (steel belted casings)	\$183.00
6	12R22.5 Bandag Ultra Drive (steel belted casings)	\$195.00
	Highway/Fire/Water Trucks	
7	12R22.5 Bandag Ultra Drive	\$195.00
8	11R24.5 Bandag Winter Deep	\$190.00
	Sanitation/Recycling Truck	
9	11R24.5 Bandag Ultra Drive	\$194.00
10	11R22.5 Bandag Ultra Drive	\$183.00
	Repairs in casings for re-treads	
	N-hole	\$5.00
	Spot	\$12.00
	Section	\$40.00

Bid2022-108 Tire Repairs & Recapping					
The following vendors were sent specifications					,
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL
I					
CB Truck Tire Service	140 Farmington Rd	Cranston	RI	02670	
					Anthony@ostire.necoxmail.com;
Ocean State Tire Co., Inc.	51 Worthington Rd./PO Box 8062	Cranston	RI	02670	02920 paul@ostire.necoxmail.com
H	90 n.11:- C4				frankandreozzi@petestire.com;stevejones@petestir
reie's life barn	80 Fublic St.	Providence	RI	02903	02903 e.com; info@petestire.com
Sullivan Tire	1199 Jefferson Blvd.	Warwick	RI	02886	Jay.haughey@sullivantire.com;mark.fogel@sulliva 02886 htire.com;mark.day@sullivantire.com
	A CONTROL OF THE PROPERTY OF T				



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: August 11, 2021

Subj: Bid2022-108 Tire Repair and Recapping

This department has reviewed the only bid submitted on the above and recommends award to Sullivan Tire Co., Inc. for the repair and recapping of tires for City vehicles under the purview of the Department of Public Works.

The recommended cap is \$280,000.00 for a two-year period. This bid currently expires on September 7, 2021. The new contract period will be September 8, 2021 to September 7, 2023.

(65-318 - \$280,000)

Bid2022-106 Purchase Bulk Road Salt

• 3 bids received

CODE:

63-292 Highway/Salt

MANNER OF AWARD:

\$150,000.00

October 29, 2021 – October 28, 2022

RECOMMEND:

Mid-American Salt, LLC

Eastern Salt Company Inc. 134 Middle Street, Suite 210 Lowell, MA 01852

Mid-American Salt, LLC 4528 Hillegas Road Fort Wayne, IN 46818

Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 60606

Description	Eastern Salt Company	Mid-American Salt	Morton Salt
Bulk road salt - delivered	\$67.50	\$62.14	\$68.13
Bulk road san - denvered	Φ07.30	\$02.14	

Bid2022-106 Purchase Bulk Road Salt					
The following vendors were sent specifications.					
I VENDOR	ADDRESS	CITY	STATE ZIP	ZIP	EMAILS
Champion Salt	2451 Schuetz Rd.	Maryland Heights	МО	63043	MO 63043 info@championsaltllc.com; lmyers@cpa.com
Eastern Salt Company, Inc.	134 Middle St. Suite 210	Lowell	MA	01852	MA 01852 info@easternsalt.com
Mid-American Salt	4528 Hillegas Rd.	Fort Wayne	IN	46818	IN 46818 office@midamericansalt.com; sales@midamericansalt.com
Morton Salt	444 West Lake St Ste 300	Chicago	IL	90909	IL 60606 apatton@mortonsalt.com;



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

FRANK J. PICOZZI MAYOR

ERIC J. EARLS, PE DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works

Date: August 11, 2021

Subj: Bid2022-106 Purchase Bulk Road Salt

This department has reviewed the three bids submitted on the above and recommends award to Mid-American Salt, LLC. As the lowest responsible bidder for the purchase of road salt for the upcoming winter season.

The recommended cap is \$150,000.00 for a one-year period. This bid currently expires on October 28, 2021. The new contract period will be October 29, 2021 to October 28, 2022.

(63-292 - \$150,000)

Bid2022-102A Asphalt Concrete Hot Mixes & Cold Patch

• 6 bids received

DPW ONLY

CODE:

63-290 Highway/Asphalt

MANNER OF AWARD:

\$160,000.00

September 15, 2021 – September 14, 2022

RECOMMEND:

Lynch Corp.

Narragansett Improvement Co. Material Sand & Stone Corp. Johnston Asphalt, LLC

Cardi Corporation

D'Ambra Construction Co., Inc.

Lynch Corp.

50 Lynch Place

Cumberland, RI 02864

Narragansett Improvement Co.

223 Allens Ave.

Providence, RI 02903

Material Sand & Stone Corp.

618 Greenville Road

North Smithfield, RI 02896

Johnston Asphalt, LLC

100 Allendale Ave.

Johnston, RI 02919

Cardi Corporation

400 Lincoln Ave.

Warwick, RI 02888

D'Ambra Construction Co., Inc.

80 Centre of N.E. Blvd.

Coventry, RI 02816

Item	Description	Material Sand & Stone	D'Ambra Construction	Lynch Corp.	Narragansett	Johnston	Cardi
#	Description	Price per Ton	Price per Ton	Price per Ton	Price per Ton	Price per Ton	Price per Ton
1	Hot Mix Class I-1	\$69.00	\$70.00	\$74.00	\$74.00	\$74.00	\$69.88
2	Modified Binder Mix	No Bid	\$68.00	\$74.00	\$73.00	\$74.00	\$69.88
3	Hot Mix Class I-2	\$69.00	\$70.00	\$74.00	\$74.00	\$74.00	\$69.88
4	Winter Mix	No Bid	No Bid	\$115.00	No Bid	No Bid	No Bid
5	Cold Patch	No Bid	\$135.00	No Bid	No Bid	\$106.00	No Bid
6	High Performance (Permanent) Cold Patch	No Bid	\$135.00	No Bid	No Bid	\$122.00	No Bid

Bid2022-102 Asphalt Concrete Hot Mixes & Cold Patch	ss & Cold Patch				
The following vendors were sent specifications	ations				
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL
Cardi Corporation	400 Lincoln Ave.	Warwick	RI	02888	bknox@cardi.com;sacardi@cardi.com
D'Ambra Construction Co., Inc.	80 Centre of NE Blvd.	Coventry	RI	02816	info@d-ambra.com
International Paving Corp.	1331 Main St.	W. Warwick	RI	02893	jeffj@internationalpaving.net
0-	,				sales@ihlvnch.com: idervav@ihlvnch.com
J.H. Lynch & Sons, Inc.	50 Lynch Pl.				info (Mithumsh som
		Cumberland	RI	02864	, mocalmynen.com
Johnston Asphalt, LLC	100 Allendale Ave.	Johnston	RI	02919	asphalt@asmg.com; sales@asmg.com
Material Sand & Stone Corp	618 Greenville Rd.	North Smithfiled	RI	02896	ray@materialconcrete.com
Narragansett Improvement Co.	223 Allens Ave.	Providence	RI	02903	wepavenico@nicori.com
D I Keating Co	875 Dheniv Ave				bwoodhouse@pjkeating.com;
1.3. txdating CO.	OIC I HOLING TAVO.	Cranston	RI	02921	info@pjkeating.com
					mattrmix@aol.com;
Richmond Sand & Stone	35 Stilson Rd.				twalsh.rss@gmail.com;
	,	Richmond	RI	02898	richmondsandandstone@gmail.com



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

FRANK J. PICOZZI MAYOR

ERIC J. EARLS, PE DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works

Date: August 11, 2021

Subj: Bid2022-102 Asphalt Concrete Hot Mixes and Cold Patch

Please be advised that we have reviewed the six bids submitted for the above and recommend awards to D'Ambra Construction Co., Inc., Lynch Corp., Material Sand and Stone Corp., Narragansett Improvement Co., Cardi Corporation and Johnston Asphalt. This request to award all vendors is to meet the needs of the department based on availability of the product or if the vendor plant is open (particularly during the winter months). These are materials used on a daily basis for repair potholes, berms and small asphalt jobs. The current bid expires on September 14, 2021. The new contract period will be September 15, 2021 to September 14, 2022. The department is requesting cap of \$160,000 for a one-year period.

(63-290 - \$160,000)

Bid2022-102B Asphalt Concrete Hot Mixes & Cold Patch

• 6 bids received

WATER ONLY

CODE:

84-293 Water Department/Street Repairs

MANNER OF AWARD:

\$65,000.00

September 15, 2021 – September 14, 2022

RECOMMEND:

Lynch Corp.

Narragansett Improvement Co. Material Sand & Stone Corp. Johnston Asphalt, LLC

Cardi Corporation

D'Ambra Construction Co., Inc.

Lynch Corp.

50 Lynch Place

Cumberland, RI 02864

Narragansett Improvement Co.

223 Allens Ave.

Providence, RI 02903

Material Sand & Stone Corp.

618 Greenville Road

North Smithfield, RI 02896

Johnston Asphalt, LLC

100 Allendale Ave.

Johnston, RI 02919

Cardi Corporation

400 Lincoln Ave.

Warwick, RI 02888

D'Ambra Construction Co., Inc.

80 Centre of N.E. Blvd.

Coventry, RI 02816

Item	Dogovintion	Material Sand & Stone	D'Ambra Construction	Lynch Corp.	Narragansett	Johnston	Cardi
#	Description	Price per Ton	Price per Ton	Price per Ton	Price per Ton	Price per Ton	Price per Ton
1	Hot Mix Class I-1	\$69.00	\$70.00	\$74.00	\$74.00	\$74.00	\$69.88
	Modified Binder Mix	No Bid	\$68.00	\$74.00	\$73.00	\$74.00	\$69.88
3	Hot Mix Class I-2	\$69.00	\$70.00	\$74.00	\$74.00	\$74.00	\$69.88
4	Winter Mix	No Bid	No Bid	\$115.00	No Bid	No Bid	No Bid
5	Cold Patch	No Bid	\$135.00	No Bid	No Bid	\$106.00	No Bid
6	High Performance (Permanent) Cold Patch	No Bid	\$135.00	No Bid	No Bid	\$122.00	No Bid

Bid2022-102 Asphalt Concrete Hot Mixes & Cold Patch	s & Cold Patch				
The following vendors were sent specifications	ations				
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL
	1				
Cardi Corporation	400 Lincoln Ave.	Warwick	RI	02888	bknox@cardi.com;sacardi@cardi.com
D'Ambra Construction Co., Inc.	80 Centre of NE Blvd.	Coventry	RI	02816	info@d-ambra.com
International Paving Corp.	1331 Main St.	W. Warwick	m RI	02893	jeffj@internationalpaving.net
3-	,				sales@ihlvnch.com: idervav@ihlvnch.com
J.H. Lynch & Sons, Inc.	50 Lynch Pl.				· info@ihlkmch com
		Cumberland	RI	02864	, modelm men.com
Johnston Asphalt, LLC	100 Allendale Ave.	Johnston	$\mathbf{R}\mathbf{I}$	02919	asphalt@asmg.com; sales@asmg.com
Material Sand & Stone Corp	618 Greenville Rd.	North Smithfiled	RI	02896	ray@materialconcrete.com
Narragansett Improvement Co.	223 Allens Ave.	Providence	m RI	02903	wepavenico@nicori.com
D I Vanting Co.	875 Dhaniw Assa				bwoodhouse@pjkeating.com;
r.J. Nealing Co.	0/J I HELITA AVE.	Cranston	RI	02921	info@pjkeating.com
					mattrrmix@aol.com;
Richmond Sand & Stone	35 Stilson Rd.				twalsh.rss@gmail.com;
		Richmond	RI	02898	richmondsandandstone@gmail.com

TERRY DIPETRILLO DIVISION CHIEF

MICHAEL S. ST. PIERRE BUSINESS MANAGER/ FINANCIAL ANALYST



FRANK J. PICOZZI MAYOR

CITY OF WARWICK

DEPARTMENT OF PUBLIC WORKS DIVISION OF WATER

935 SANDY LANE • WARWICK, RHODE ISLAND 02889 Tel (401) 738-2008 • Fax (401) 732-0616

To: Patricia Peshka, Purchasing Agent

From: Terry DiPetrillo, Chief of Water

Date: August 13, 2021

Subj: Bid2022-102 Asphalt Concrete Hot Mixes and Cold Patch

Please be advised that we have reviewed the six bids submitted for the above and recommend awards to D' Ambra Construction Co.,Inc., Lynch Corp., Material Sand and Stone Corp., Narragansett Improvement Co., Cardi Corporation and Johnston Asphalt. This request to award all vendors is to meet the needs of the department based on availability of the product or if the vendor plant is open (particularly during the winter months). These are materials used on a daily basis for repair potholes, berms and small asphalt jobs. The current bid expires on September 14, 2021. The new contract period will be September 15, 2021- September 14, 2022. The department is requesting cap of \$65,000 for a one-year period.

(84-293-\$65,000)

CODE: 30-340 Police Department/Service Contracts \$123,750.40 33-357 Police Grant/RI State Jag 2017 \$28,145.00 366-0400 State Asset Forfeiture/Capital Outlay \$2,792.60

SECTION 56-6

Bid2022-142 Purchase Taser CEW and Associated Equipment

Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255

Contract Award: \$154,688.00

Contract Period: October 1, 2021 – September 30, 2026

CITY OF WARWICK

Colonel Bradford Connor Chief of Police



Frank J. Picozzi Mayor

AUG 1 6 2021

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

August 16, 2021

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

Re: Request for Spending Authorization: Purchase Taser CEW and Associated Equipment

City Ordinance 56-6 Exception to Bid

Funding Source: Budget Code: 2017 State Jag Grant 33-357/State Asset Forfeiture 366-0400 and Service

Contract 30-340

Dear Mrs. Peshka,

The police department is seeking authorization to purchase twenty (20) T7 Tasers and associated equipment from Axon Enterprises, Inc. The total cost of the T7 Tasers and associated equipment is \$154,688.00. This amount will be spread out over 5 years at \$30,937.60 per year. The first year's payment of \$30,937.60 will be taken from a department awarded grant and state asset forfeiture money, which will not adversely affect the taxpayer in any way. Payments that follow in years two (2) through five (5) will be requested at each respective fiscal year's budget hearing.

Currently, officers carry the X26P Taser, which we also purchased from Axon Enterprises, Inc. We have been using this model of Taser since the inception of our Taser program in 2013. The Taser has become a necessary less than lethal tool that our officers carry daily. The availability of the Taser system to officers of the Warwick Police Department provides an additional layer in the use of force spectrum now available to our officers. Before the inception of the Taser at the Warwick Police Department, if officers were not able to deal with a violent or potentially violent situation with OC spray or a baton, they would have no choice but to escalate to the use of their firearms. In selected situations, the option of utilizing a Taser may well be a viable alternative to the use of firearms. The usefulness of an additional option in some of these situations is self-evident. Also, based on our use of the instrument so far, we have determined that these devices have provided a level of safety to our officers, and have prevented personal harm on the part of the subjects we encounter.

The X26P Taser, which our officers currently carry is being phased out by Axon Enterprises, Inc and will no longer be available to our department either to purchase or maintain. This makes the purchase of the T7 Tasers necessary. The State of Rhode Island is also going to mandate by law that officers shall wear body cameras, which Axon Enterprises, Inc. is also a supplier of. The Taser and the body cameras will integrate to enhance

officer safety and accountability. Furthermore, Axon Enterprises, Inc. is the sole source vendor for Taser's in the State of Rhode Island.

<u>Cost Breakdown</u>: The Axon Taser pricing model has changed since we first purchased Tasers from their company. All agreements are now 60 months and the payments are spread out over those 5 years. There are tiered pricing plans, with the costs being calculated per user (officer) per month. Unlike most other agencies which issue a Taser to each officer, the Warwick Police Department currently has only 20 Tasers that are stored in a central location within headquarters and checked out before the start of each shift by the officers who carry the Tasers. This, we feel, is a very cost-effective way to deploy this valuable weapon system.

- Taser 7's (20 Tasers) plus the cost per user (for these 20 users) is \$13,800 per year. This breaks down to \$57.50 per user (20) per month.
- The police department has an additional 65 officers that will carry the Taser daily. The cost for these "add-on" users is \$12,650 per year. This equates to \$16.22 per user (65) per month.
- In addition there is a \$4,487.60 cost per year, which includes the following: Ninety-eight (98) holsters, 264 training cartridges for 33 Detective's/Command level officers who don't regularly carry the taser, six (6) extra batteries, forty (40) inert T7 cartridges (used for dry fire in training), and the Taser starter program, which includes a professional service technician to help set up the Taser's, docking station, and teach pre-determined officers on evidence.com.

Also included in this cost is the Axon evidence license, hardware warranty, unlimited Taser Cartridges, enduser training via Axon Academy online, a voucher for instructor certification, the HALT training suit, and training targets.

This money requested should remain fairly consistent year to year. However, there will be a fluctuation depending on the number of Taser users and their respective category. Any increased cost per year will be brought before the city council for approval.

Tasers purchased in the first year will be with monies from the 2017 State Jag Grant (17-134-JAG), budget code: 33-357 in the amount of \$28,145 and state asset forfeiture, budget code: 366-0400 in the amount of \$2,792.60. The remaining four (4) years of monies, will be split up equally amongst the four (4) years, and will be requested at each respective fiscal year budget hearing and added to the police budget code: 30-340, Service Contracts. If approved, this five (5) year contract would be good from 10/1/2021 through 9/30/2026.

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

Sincerely,

Bradford E. Connor Chief of Police

Warwick Police Department

Issued: 08/13/2021

Q-327822-44421.528MS

Account Number: 326239

Payment Terms: N30

Delivery Method: Fedex - Ground

BILL TO

International: +1.800.978.2737

Domestic: (800) 978-2737

VAT: 86-0741227

United States

WARWICK POLICE DEPT. - RI Warwick, RI 02886-7145 3275 Post Rd Email: USA Delivery-99 Veterans Memorial Dr 99 Veterans Memorial Dr Warwick, RI 02886-4617

William DeFeo Phone: (508) 647-9500 Email: william.defeo@warwickri.com PRIMARY CONTACT Fax: (401) 468-4327 Email: mark@taser.com Fax: (978) 286-8659 Mark Swenson SALES REPRESENTATIVE Phone: +1 9175761096

> \$154,688.00 \$154,688.00 60 Months ESTIMATED TOTAL W/TAX Program Length TOTAL COST

\$14,106.40 \$70,532.00 Average Savings Per Year TOTAL SAVINGS

PAYMENT PLAN

AMOUNTEDUE \$30,937.62 \$30,937.60 \$30,937.60 \$30,937.60 INVOICE DATE Sep, 2024 Sep, 2025 Sep, 2021 Sep, 2022 Sep, 2023 PLAN NAME Year 3 Year 4 Year 1 Year 5 Year 2

Q-327822-44421.528MS

Scottsdale, Arizona 85255

Axon Enterprise, Inc.

17800 N 85th St.

	Vear Cost Per User Per Month	\$57.50	\$16.22	\$372.07
	Average Cost Pe	\$13,800.00	\$12,650.00	\$4 487 60
Control of the Section of the Sectio	QTY	20	65	1
mmary	Description	2021 Taser 7 Certification Bundle	2021 T7 Cert Add-On (Shared Handles)	Dynamic Bundle
Bundle Sumr		-/Cert	T7A0	DynamicBundle

	Requested Ship Date	09/01/2021	09/01/2021					1207/10/20		09/01/2021
Total: 22438.01 USD		LEFT HAND	RIGHT HAND	ASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	OFF (3.5-DEGREE) NS	ASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	DOFF (3.5-DEGREE) NS			Y PACK
1 End: 9/30/2026		ASER 7 HOLSTER - BLACKHAWK, LEFT HAND	ASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	VE CARTRIDGE, CLOSE	ASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	ERT CARTRIDGE, CLOS	ASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	ASER 7 BATTERY PACK, TACTICAL	TER.	XT WARRANTY, TASER 7 BATTERY PACK
Start: 10/1/2021	Description	TASER 7 H(TASER 7 H	TASER 7 LI	TASER 7 LI	TASER 7 IN	TASER 7 IN	TASER 7 B/	CEW STARTER	EXT WARR
Quantity: 1		20067	20062	22176	22175	22181	22179	20018	85147	80374
Bundle: Dynamic Bundle	Category	Other	Other	Other	Other	Other	Other	Other	Other	Other

Bundle: 2021 Taser 7 Certification Bundle	Bundle	Quantity: 20	Start: 10/1/2021	End: 9/30/2026	Total: 69000.01 USD	
Category	ltem	Description			R	Requested Ship Date
Holsters	20067	TASER 7 HOL	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	EFT HAND		09/01/2021
Holsters	20062	TASER 7 HOL	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	IGHT HAND		09/01/2021
Handle License	20248	TASER 7 EVID	ASER 7 EVIDENCE.COM LICENSE	The second secon		
Live Cartridges	22175	TASER 7 LIVE	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	FF (3.5-DEGREE) NS		09/01/2021
Live Cartridges	22176	TASER 7 LIVE	CARTRIDGE, CLOSE C	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	NS (09/01/2021
Handles	20008	TASER 7 HAN	DLE, YLW, HIGH VISIBII	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER). CLASS 3R	LASS 3R	09/01/2021
Inert Cartridges	22179	TASER 7 INEF	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	OFF (3.5-DEGREE) NS		09/01/2021
Inert Cartridges	22181	TASER 7 INEF	RECARTRIDGE, CLOSE	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	E) NS	09/01/2021
Admin License	20248	TASER 7 EVID	FASER 7 EVIDENCE.COM LICENSE			
Taser 7 Target	80087	TASER 7 TAR	3ET, CONDUCTIVE, PR	ASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	(ZED)	09/01/2021
Taser 7 Target Frame	80090	TARGET FRAI	FARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	.5 IN. X 75 IN TASER 7		09/01/2021
Training Live Cartridges	22175	TASER 7 LIVE	ASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	FF (3.5-DEGREE) NS		09/01/2021
Training Live Cartridges	22175	TASER 7 LIVE	ASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	F (3.5-DEGREE) NS		09/01/2022

Q-327822-44421.528MS

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2023
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2024
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	09/01/2025
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2021
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2022
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2023
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	09/01/2025
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	09/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	09/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	09/01/2023
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	09/01/2021
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	09/01/2023
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	09/01/2021
Docks	74200	TASER 7 6-BAY DOCK AND CORE	09/01/2021
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	09/01/2021
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	09/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	09/01/2021
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	09/01/2021
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	09/01/2021

Bundle: 2021 T7 Cert Add-On (Shared Handles)	Shared Handles)	Quantity: 65	Start: 10/1/2021	End: 9/30/2026	Total: 63249.98 USD	
Cafegory	ltem	Description			Reguested Ship Date	ed Ship Dafe
Live Cartridges	22175	TASER 7 LIVE CART	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	5-DEGREE) NS		09/01/2021
Live Cartridges	22176	TASER 7 LIVE CARTI	LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	ERS (12-DEGREE) NS		09/01/2021
Inert Cartridges	22179	TASER 7 INERT CAR	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3.5-DEGREE) NS		09/01/2021
Inert Cartridges	22181	TASER 7 INERT CAR	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	(TERS (12-DEGREE) N	S	09/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTI	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	-DEGREE) NS		09/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTI	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	-DEGREE) NS		09/01/2022
Training Live Cartridges	22175	TASER 7 LIVE CARTI	LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	-DEGREE) NS		09/01/2023
Training Live Cartridges	22175	TASER 7 LIVE CARTE	LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	-DEGREE) NS		09/01/2024
Training Live Cartridges	22175	TASER 7 LIVE CARTE	LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	-DEGREE) NS		09/01/2025
Training Live Cartridges	22176	TASER 7 LIVE CARTE	LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	ERS (12-DEGREE) NS		09/01/2021
Training Live Cartridges	22176	TASER 7 LIVE CARTE	LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	ERS (12-DEGREE) NS		09/01/2022
Training Live Cartridges	22176	TASER 7 LIVE CARTE	LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	ERS (12-DEGREE) NS		09/01/2023
Training Live Cartridges	22176	TASER 7 LIVE CARTE	LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	ERS (12-DEGREE) NS		09/01/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTE	LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	ERS (12-DEGREE) NS		09/01/2025
Training Halt Cartridges	22177	TASER 7 HOOK-AND	HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	RTRIDGE, STANDOFF	S	09/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND	HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	RTRIDGE, STANDOFF	NS	09/01/2023

Training Halt Cartridges	22178	TASER 7 HOOK-AND-I OOP TRN (HAI T) CARTRIDGE CI OSE OLIABT NS	10004
Training Halt Cartridges	22178		09/01/2021
Duty Cartridge Replenishment Plan	20246		09/01/2023
Handle License	20248		03/01/2021
Hardware	i		
o Date	Description	HIOI)	VTO
		7 HOLSTER - BLACKHAWK, LEFT HAND	13
			2 (c
09/01/2021 22175		7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	40
09/01/2021 80090	TARGET FF	T FRAME, PROFESSIONAL, 27.5 IN. X 75 IN. TASER 7	2
09/01/2021 20008	TASER 7 H	7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER). CLASS 3R	- -
	TASER 7 T/	7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	
		7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
			20
			20
			60
		7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8 8
		7 HOLSTER - BLACKHAWK, RIGHT HAND	18
09/01/2021 20067	TASER 7 H	7 HOLSTER - BLACKHAWK, LEFT HAND	2 0
		TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	130
09/01/2021 22176	-	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREF) NS	120
09/01/2021 20062	TASER	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	132
	TASER 7 LIV	7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8
	TASER	TASER 7 BATTERY PACK, TACTICAL	24
	TASER	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	40
	TASER	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	40
	TASER	TASER 7 6-BAY DOCK AND CORE	_
	EXT WA	EXT WARRANTY, TASER 7 SIX BAY DOCK	_
	EXT WA	EXT WARRANTY, TASER 7 BATTERY PACK	24
	EXT WA	EXT WARRANTY, TASER 7 HANDLE	0
	EXT WA	EXT WARRANTY, TASER 7 HANDLE	20
	TASER	TASER 7 BATTERY PACK, TACTICAL	3 6
	TASER	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
	TASER	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	200
	TASER	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	130
	TASER	OK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	130
	TASER 7 LIV		130
09/01/2021 22175	TASER 7 LIV	E CARTRIDGE, STANDOFF (3.5-DEGREE) NS	130
			2

50	50	195	195	-		130	40	130	40	130	130	130	130	40	40	40	40	40	130	130	40	40	40	130	130
TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS			TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREF) NS
22181	22179	22176	22175	71019	70033	22176	22175	22175	22176	22177	22176	22175	22178	22175	22176	22177	22178	22175	22176	22175	22176	22175	22176	22175	22176
09/01/2021	09/01/2021	09/01/2021	09/01/2021	09/01/2021	09/01/2021	09/01/2022	09/01/2022	09/01/2022	09/01/2022	09/01/2023	09/01/2023	09/01/2023	09/01/2023	09/01/2023	09/01/2023	09/01/2023	09/01/2023	09/01/2024	09/01/2024	09/01/2024	09/01/2024	09/01/2025	09/01/2025	09/01/2025	09/01/2025

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you not have this authority, please do not sign this Quote.

Signature 8/13/2021



AXONCOM

8/2/2021

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger

Axon Enterprise, Inc. Energy Weapon Sole Source Letter Version 29.0

Page 1



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down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

• Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- · ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- · Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

Battery pack for the X2 and X26P energy weapons



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Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends
a signal from the SPPM. Upon processing the signal, an Axon system equipped with
Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

- 1. Energy Weapons:
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
- 2. Optional Extended Warranties for energy weapons:
 - TASER 7 4-year extended warranty, item number 20040
 - X2 4-year extended warranty, item number 22014
 - X26P 2-year extended warranty, item number 11008
 - X26P 4-year extended warranty, item number 11004
- 3. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
- 4. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
- 5. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 6. Power Modules for TASER 7 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763



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- 8. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 9. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
- 10. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
- 11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 12. Energy Weapon Holsters:
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
- 13. TASER Simulation Suit II Model 44550
- 14. TASER 7 conductive target Model: 80087

TASER Product Packages

- Officer Safety Plan: Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
- 2. Officer Safety Plan 7: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
- 3. Officer Safety Plan 7 Plus: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
- 4. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)



AXON COM

- 5. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
- 6. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
- 7. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
- 8. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
- 9. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
- 10. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
- 11. TASER 7 Close Quarters Dock Plan: Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

Axon Enterprise, Inc. Energy Weapon Sole Source Letter Version 29.0 $-2.9\,$

Page 5



AXON.COM

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON **PRODUCTS RHODE ISLAND**

SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON **PRODUCTS**

Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255

Phone: 800-978-2737 Fax: 480-991-0791

Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

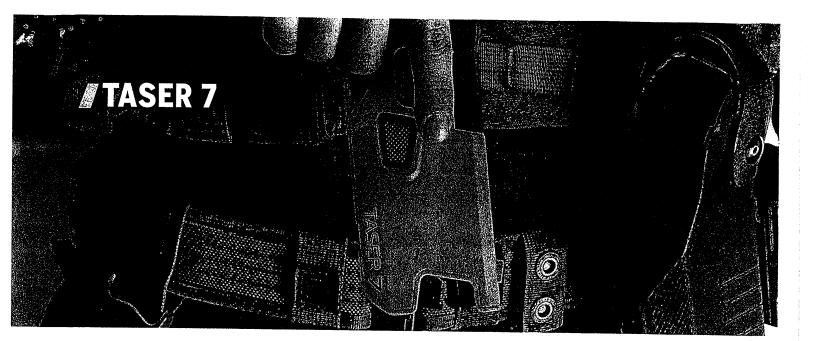
Josh Isner

Chief Revenue Officer Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group, and Safariland is a trademark of Safariland, LLC.

The Delta Axon Logo, Axon, Axon Aware, Axon Citizen, Axon Evidence, Axon Records, Evidence.com, X2, X26, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2021 Axon Enterprise, Inc.

Page 6



THE ALL-NEW TASER 7

More effective. More reassuring. More connected.

OUR BEST YASER DEVICE EVER

The TASER 7 device is the product of everything we've learned from in-depth discussions with customers and deployments of TASER devices across thousands of agencies worldwide. We focused design enhancements around three key areas: improving performance to help officers de-escalate situations with confidence; enhancing transparency and officer training to help build consensus with communities about why officers need access to TASER devices and reassure them about their usage; and further integrating TASER 7 devices with the Axon network to reduce the cost and time of managing their TASER energy weapon program.

OUR BEST TASER DEVICE EVER

TASER 7 is central to our vision of making the bullet obsolete. With an emphasis on de-escalation, officers can alert subjects to the presence of a TASER 7 energy weapon, draw it, display its lasers and arc the device. Should intervention be required, the device is often the best option officers have to protect themselves, colleagues, the public – and suspects too. Some of the new or enhanced benefits include:

COMPENSATING FOR CLOSE PROBE SPREADS

We first introduced 'Adaptive Cross Connect' in the TASER X2 device. It's been completely revamped for the TASER 7, with the device including an algorithm to check and recheck the strength of the various connections between positive and negative probes. This ensures that if an officer has a close probe spread in the first discharge, and the same happens with the second two darts, the device will optimize delivery of the pulse – based on the best balance of positive and negative charge – across the greatest possible spreads.

DISCHARGING WITH GREATER POWER AND ACCURACY

A new probe design sees the body of the dart house the wire, with a center-tapped nozzle spiraling the dart to fly straighter and with greater stability to stay on target. Packing the probe with the wire also ensures that it flies 28% faster and impacts with double the kinetic energy to better penetrate thick clothing.

OPTIMIZING IMMOBILIZATION

By accelerating electrical pulse delivery and delivering pulses with greater frequency per second, the TASER 7 device can achieve more effective full-body lock-up for complete immobilization.



IMPROVING CLOSE-QUARTER PERFORMANCE

The TASER 7 device delivers a 93% increased probe spread at close range (where over 80% of deployments happen, according to agency reports).

IMPROVING AIM

A bright green laser helps officers target with greater accuracy, even in sunlight.

AN ATTENTION-GRABBING WARNING

A much louder warning arc – accessed by a large, ergonomically-positioned switch – catches attention and helps officers better pacify suspects and defuse situations.

TAILORING PERFORMANCE TO INCIDENTS

Officers can choose between stand-off and close-quarters cartridges. The cartridges load using the same fluid and instinctive motion familiar to users of the TASER X2 device. We've also added an innovative connecting configuration, allowing two cartridges to be loaded at once.

MORE REASSURING: BUILDING CONSENSUS WITH COMMUNITIES

Engaging communities to support policing is increasingly important in the fight against crime. And, with violent crime rising in many regions, citizens are more open to equipping police officers with TASER devices. To help in reassuring citizens about the use of TASER 7, the device comes with the option of Axon Signal technology. When a device is armed, Signal alerts nearby Axon cameras – including body-worn, point-of-view and in-vehicle cameras – to begin recording to help capture the full narrative of the incident and your officers' professionalism.

We also provide comprehensive face-to-face training for all officers who carry TASER 7 devices. The training is heavily focused on emphasizing de-escalation. It can be referenced when talking to your community along with statistics that show that use of force incidents are likely to fall — as are injuries to officers and suspects compared to other less-lethal use of force options — when officers carry the devices. We're also producing innovative virtual reality training that presents officers with role-based scenarios to help them better respond to calls involving individuals in crisis or with mental health issues. The training can be taken in bite-sized chunks without the need to take officers away from their duties for any length of time.

MORE CONNECTED: AUTOMATING WORKFLOWS

With the TASER 7, we've helped agencies save hours each month previously spent managing their TASER energy weapon program. This has been achieved by:

SEAMLESS DATA LOGGING AND FIRMWARE UPDATES

Similar to how our body-worn cameras work, when officers dock their TASER devices to charge, usage logs are automatically uploaded to Axon Evidence. The process is managed by the smart rechargeable battery. It acts like an encrypted USB drive to transfer data while it's being charged. Firmware updates take place at the same time. This ensures that the next time the battery is plugged into the device, the latest software will be available – replacing a process that could take weeks – with a straightforward and fully automated workflow that frees program managers to spend time on more valuable tasks.

AUTOMATING ARMORY

Traditionally, most agencies manage the issuing and receipt of devices using paper-based spreadsheets. To replace this time-consuming workflow, TASER 7 devices automate key armory and admin functions. For example, device assignment can be done in seconds with our Axon Device Manager mobile app by simply scanning a barcode on the device. It's also easier to manage inventory in Axon Evidence with better search and status functions to track and view the status of devices.

🛦 🛦 AXON, Axon, Axon Evidence, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.



TASER 7 CERTIFICATION PLAN

Everything you need to run your energy weapon program in one package

With the Certification Plan, your agency can make the most of your TASER 7 energy weapon program. Not only will your officers be better equipped to limit misses, clothing disconnects and close probe spreads, but your agency will also be able to cut administrative time and build in essential training — all thanks to one comprehensive package.

In this brochure, we will walk you through the different components of the Certification Plan, from the weapon itself and its accessories to Axon's online and in-person training offerings.

WHAT'S INCLUDED IN THE CERTIFICATION PLAN:

- TASER 7 energy weapon handle
- Holster
- Dock
- · Rechargeable battery
- Axon Evidence license
- · Hardware warranty
- · Cartridges

- End-user training via Axon Academy online
- Voucher for Axon Energy Weapon Instructor Certification¹
- Admin-level access to Axon Academy for Certified Instructors
- HALT training suit²
- Training target²

DE-ESCALATE WITH CONFIDENCE

The Certification Plan includes the TASER 7 energy weapon alongside key accessories, including cartridges (8 training cartridges per handle, per year for training and unlimited cartridges for field use) and the new holster, so that officers can feel more confident de-escalating situations in the field.

HANDLE

The TASER 7 energy weapon dramatically improves performance with misses, clothing disconnects, and close probe spreads – the most commonly reported issues cited by agencies today.

CARTRIDGES

Axon now offers two different energy weapon cartridge types: close-quarters and standoff cartridges. Since agency reports suggest that 85% of deployments occur at close range, we optimized the close-quarters cartridge for wide probe spread. A close-quarter deployment can fully incapacitate a subject as close as 4 feet. The standoff cartridge is used for longer distances, which have an 86% improved drop over distance for greater accuracy.

HOLSTER

The new holster comes with a cartridge carrier, allowing you to carry both cartridge types and quickly reload if a situation calls for it. The cartridge carrier is removable so it can be worn on the belt or in a wide variety of configurations.

HARDWARE WARRANTY

Be backed by a 5-year hardware warranty for your weapon, dock, and batteries.

- 1 Instructor voucher offered at a 1% ratio to agencies with 50 or more licenses; One Master Instructor voucher offered at 50 or more licenses with additional voucher per 1,000 cumulative licenses
- 2 Only for agencies with 40+ officers

CONNECT TO SAVE TIME

The Certification Plan lets you take advantage of TASER 7 energy weapon's status as the first energy weapon to wirelessly connect to the Axon network, so you can unlock new time savings for your agency. Recharge batteries and update firmware by docking and walking — no cables required. Assign weapons and accessories in seconds with the Axon Device Manager mobile application. And track inventory and device health on Axon Evidence.

AXON EVIDENCE LICENSE

Track TASER 7 device status, view logs, and reassign weapons within Axon Evidence for smooth program management.

RECHARGEABLE BATTERY

Recharge the battery just by docking. The TASER 7 energy weapon also automatically uploads improved pulse graphs and device logs and updates firmware when the battery is docked.

HOLSTER

The new holster comes with a cartridge carrier, allowing you to carry both cartridge types and quickly reload if a situation calls for it. The cartridge carrier is removable so it can be worn on the belt or in a wide variety of configurations.

TASER 7 DOCK

Similar in design to Axon's body camera docks, the TASER 7 dock has 6 bays and comes with a wall mount.

FOCUS ON COMMUNITIES

Investing in a new weapon requires an investment in training. The Certification Plan delivers both online and in-person training using new techniques, including a re-designed classroom training curriculum with more hands-on time, that can drive deeper learning and show your community your commitment to safety. Receive vouchers for Axon's Energy Weapon Instructor Certification courses and access to trackable online training through Axon Academy — and more.

END-USER TRAINING VIA AXON ACADEMY ONLINE

Each user covered in the Certification plan receives full access to Axon Academy's online training for TASER 7 devices, which includes all pre-work necessary for on-site training: Axon's V.21 Energy Weapon Training (Safety, Medical, Best Practices) and TASER 7 energy weapon features and functionality.

VOUCHER FOR AXON ENERGY WEAPON INSTRUCTOR CERTIFICATION

Those purchasing over 50 licenses receive a voucher to Energy Weapon Instructor Certification courses held across the US.

ADMIN-LEVEL ACCESS TO AXON ACADEMY FOR CERTIFIED INSTRUCTORS

Administrators at the agency level can manage course progress for end-users, communicate with students, and assess performance/pre-requisite completion before on-site training dates.

HOOK & LOOP TRAINING SUIT (HALT SUIT)

More hands-on time means more opportunities to deploy cartridges and practice scenarios using our new HALT suit that eliminates pin-prick injuries.

TRAINING TARGET

Axon's new targets are specifically designed for live cartridge use with increased durability, portability, and enhanced clarity on preferred target zones for energy weapon use. They require less backing than previous designs and can withstand hits from all cartridge types/probe lengths.

Interested in VR Training? Access to our full VR offering can be affordably added to any TASER 7 Certification Plan. Talk to your Axon representative to learn more.





RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY

Public Safety Grant Administration Office

311 Danielson Pike, North Scituate, RI 02857 Telephone: (401) 764-5799 — Fax: (401) 764-5834

Colonel James M. Manni Commissioner, Department of Public Safety Superintendent, Rhode Island State Police

Michael J. Hogan Administrative Manager Public Safety Grant Administration Office

July 13, 2021

Col. Bradford Connor Warwick Police Department 99 Veterans Memorial Drive East Providence, RI 02886

Re: FY 2017 Byrne/Justice Assistance Grant (JAG) Award – Taser Upgrades

Dear Colonel Connor:

Enclosed, please find your FY-2017 Byrne/JAG grant award that is based on your recently submitted application.

Please sign page 2 of the award (in blue ink), scan in color, and return it to Gail Pereira via email at the Public Safety Grant Administration Office along with the below referenced assurances, special conditions and EEOP certification at your earliest convenience.

General Grant Conditions/Assurances: Please read each page of the sign General Grant Conditions/Assurances (salmon), initial the box at the bottom of each page, and sign the last page.

Federal Award Special Conditions: Please read each page of the Federal Award Special Conditions, initial the box at the bottom of each page, and sign the last page.

NEW EEOP Requirement: Please see the attached EEOP Instruction Sheet. Subgrantees must complete and submit a Certification report to Gail Pereira at the PSGAO using the DOJ online tool found at https://ojp.gov/about/ocr/eeop.htm. Step-by-step instructions may be found at https://ojp.gov/about/ocr/info-pdfs/EEOReportTool_JobAid.pdf. Failure to comply with submission may result in withholding of reimbursements.

Should you have any questions regarding any of the enclosed materials, I encourage you to contact Byrne Grant Manager Gail Pereira at 764-5796 for assistance.

Sincerely,

Michael Hogan

Administrative Manager



RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY Public Safety Grant Administration Office

311 Danlelson Pike, North Scituate, RI 02857 Telephone: (401)764-5991 — Fax: (401) 764-5834

Colonel James M. Manni Commissioner, Department of Public Safety Superintendent, Rhode Island State Police Michael J. Hogan Administrative Manager Public Safety Grant Administration Office

2017 Byrne/Justice Assistance Grant (JAG) Federal Award Special Conditions

(Subgrantee Certification)

he Department of Justice, Office of Justice Programs, requires subrecipient agencies (subgrantees) receiving a subaward from the Public Safety Grant Administration Office (PSGAO) to comply with the applicable Special Conditions related to the federal award under which they are receiving funds.

The authorized official (Chief of Police, Mayor, Town Manager, Director, Treasurer, CFO, etc.) of the subrecipient agency must read, initial the bottom of each page, and sign the last page of the attached Federal Award Special Conditions. Further, these Special Conditions must be maintained in the subrecipient's grant file for future reference purposes and for potential site visits and/or audits of either the Federal or State granting agency.

Please contact your grant program manager with any questions.

Subgrantee Agency/Department Name:	
WARWICK POLICE DEPARTME	NT
Subgrant Award#:	Subgrant Amount:
17-134- JAG	\$28,145.00

						
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					6. AWARD DATE 06/26/2018	7. ACTION
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2b. GRANTBE DUNS NO					9, PREVIOUS A WARD AMOUNT	\$0
3. PROJECT TITLE					10. AMOUNT OF THIS AWARD	\$ 767,114
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OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (RBV. 4-88)

*Acceptance of Byrne-JAG 2017 funds by Plaintiffs New York, Connecticut, New Jersey, Rhode Island, Washington, and the Commonwealths of Massachusetts and Virginia shall not be construed as acceptance of Special Conditions § § 52-56. Nor shall these conditions be enforced against these grantees given Judge Ramos's ruling in New York et al., v. U.S. Department of Justice et al., 18 Civ. 6471 (ER) (BCP 114 and 122) (S.D.N.Y.) where these disputed conditions were enjoined for the reasons stated therein, including that 8 U.S.C. § 1373 was unconstitutional and not within the purview of "all applicable laws" as referenced in 34 U.S.C. § 10153(a).

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AWARD CONTINUATION SHEET

Grant

PAGE 2 OF 22

PROJECT NUMBER 2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

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

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

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictiflous, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements flunds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OIP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

Initial



AWARD CONTINUATION SHEET

Grant

PAGE 3 OF 22

PROJECT NUMBER 2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after—(1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

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

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

5. Requirements related to "de minimis" indirect cost rate

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

6. Requirement to report potentially duplicative funding

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



AWARD CONTINUATION SHEET

Grant

PAGE 4 OF 22

PROJECT NUMBER

2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

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

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

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

 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



Initial



AWARD CONTINUATION SHEET

Grant

PAGE 5 OF 22

PROJECT NUMBER 2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OIP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OIP authority to terminate award)), and are incorporated by reference here.

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

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

Information on the pertinent DOI definition of conferences and the rules applicable to this award appears in the DOI Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOI Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

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

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

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

15. Potential imposition of additional requirements

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

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

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now enlitted "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Blectronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bln/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CPR "current" data.

19. Restrictions on "lobbying"

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

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

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

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20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

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

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

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

Potential flaud, waste, abuse, or misconduct involving or relating to fluids under this award should be reported to the OIO by—(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOI OIO hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.



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22. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

- 1. In accepting this award, the recipient-
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-
- a. it represents that-
- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. It certifies that, if it learns or is notified that any subreciplent, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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

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

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

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

24. Encouragement of policies to ban text messaging while driving

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

25. Cooperating with OJP Monitoring

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

26. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an gward made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).







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27. Use of program income

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

28. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOI's Global Justice Information Sharing Initiative (DOI's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of duplication of networks

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

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

31. Protection of human research subjects

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

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.



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33. Verification and updating of secipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

34. Law enforcement task forces - required training

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

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

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

35. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OIP program office prior to obligation or expenditure of such finds.

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37. Compliance with National Environmental Policy Act and related statutes

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

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

a, New construction;

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

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

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

38. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subreolpient, with respect to a subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any anobligated or unexpended funds, including interest earned, must be returned to OIP at the time of closeout.



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39. Prohibition on use of award funds for match under BVP program

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Builetproof Vest Partnership (BVP) program.

40. Certification of body armor "mandatory wear" policies

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

41. Body armor - compliance with NII standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

42. Required monitoring of subawards

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

43. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

44. Required data on law enforcement agency training

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

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45. Prohibited Expenditures List

Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

46. Controlled expenditures - prior written approval required

Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

47. Controlled expenditures - incident reporting

If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of—(1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same estegory as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at https://ojp.gov/docs/LB-Equipment-WG-Final-Report.pdf.

48. Sale of items on Controlled Expenditure List

Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LBA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or soil any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

49. Prohibited or controlled expenditures - Effect of failure to comply

Pailure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

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50. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OIP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

51. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2016

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2016), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum--(1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OIP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

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

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

52. "Certification of Compliance with 8 U.S.C. 1373" required for valid award acceptance by a "State"

In order validly to accept this award, the prospective recipient must submit the required "Certification of Compliance with 8 U.S.C. 1373" (executed by the chief legal officer of the State). Unless that executed certification either—(1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a State that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the State does submit the necessary certification regarding 8 U.S.C. 1373, the State may submit a fully-executed award document executed by the State on or after the date of that certification.

*Acceptance of Byrne-JAG 2017 funds by Plaintiffs New York; Connecticut, New Jersey, Rhode Island, Washington, and the Commonwealths of Massachusetts and Virginia shall not be construed as acceptance of Special Conditions \$552-56. Nor shall these conditions be enforced against these grantees given Judge Ramos's ruling in New York et al., y. U.S. Department of Justice et al., 18 Civ, 6471 (ER) (EGF 114 and 122) (S.D.N.Y.) where these disputed conditions were enjoined for the reasons stated therein, including that 8 U.S.C. § 1373 was unconstitutional and not within the purview of "all applicable laws" as referenced in 34 U.S.C. § 10153(a).

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- 53. Ongoing compliance with 8 U.S.C. 1373 is required *
 - i, With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, -agency, or -official may prohibit or in any way restrict -- (1) any government entity or -official from sending or receiving information regarding oldizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."
 - 2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.
 - 3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
 - 4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition.
 - 5. Rules of Construction
 - A. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
 - (2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local
 - (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
 - (4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42). U.S.C. 901(a)(2)).
 - (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).
 - B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate an federal law, including any applicable civil rights or nondiscrimination law.

OJP FORM 4000/2 (REV. 4-88)

*Acceptance of Byrne-JAG 2017 funds by Plaintiffs Now York, Connecticut, New Jersey, R Island, Washington, and the Commonwealths of Massachusetts and Virginia shall not be construed as acceptance of Special Conditions \$552-56. Nor shall these conditions be enforced against these grantees given Judge Ramos's ruling in New York et al., v. U.S. Department of Justice et al., 18 Civ. 6471 (ER) (EGF 114 and 122) (S.D.N.Y.) where these disputed conditions were enjoined for the reasons stated therein, including that 8 U.S.C. § 1373 was unconstitutional and not within the purview of "all applicable laws" as referenced in 34 U.S.C. \$ 10153(a).

Initial



AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER 2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before

- 54. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify *
 - 1. If the recipient is a State or local government-
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a either a State or unit of local government or a "public" institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
 - B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is a cither a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award finds was subject to any "information-communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373,
 - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."
 - 2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
 - 3. Absent an express written determination by DOI to the contrary, based upon a finding by DOI of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."
 - 4. Rules of Construction
 - A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."
 - B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.



OJP FORM 4000/2 (RBV, 4-88)

Acceptance of Byrne-JAG 2017 funds by Plaintiffs New York, Connecticut, New Jersey, Rhode Island, Washington, and the Commonwealths of Massachusetts and Virginia shall not be construed as acceptance of Special Conditions \$552-56. Nor shall these conditions be enforced against these grantees given Judge Ramos's ruling in New York et al., v. U.S. Department of Justice et al., 18 Civ. 6471 (BR) (ECF 114 and 122) (S.D.N.Y.) where these disputed conditions were enjoined for the reasons stated therein, including that 8 U.S.C. § 1373 was unconstitutional and not within the purview of "all applicable laws" as Initial referenced in 34 U.S.C. § 10153(a).



AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER 20

2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

55. Required State-level rules or practices related to aliens; allowable costs *

The following provisions apply to the recipient of this award, if the recipient is a State government, and also apply to any State-government subrecipient at any tier (whether or not the recipient is a State government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

- A. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- B. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see para, 4.B, of this condition) -- provide the requested notice to DHS.

2. Monitoring

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

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of— (1) developing and putting into place statutes, rules, regulations, policies, and practices to satisfy this condition, and (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

- 4. Rules of construction
- A. For purposes of this condition--
- (1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).
- (2) the term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(n)(7)).
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.

Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form 1-247A (3/17)). In the event that (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to permit the advance notice that DHS has requested, it shall not be a violation of this condition to provide only as much advance notice as practicable.

OJP FORM 4000/2 (REV. 4-88)

*Acceptance of Byrne-JAG 2017 funds by Plaintiffs New York, Connecticut, New Jersey, Rhode Island, Washington, and the Commonwealths of Massachusetts and Virginia shall not be construed as acceptance of Special Conditions \$5.52-56. Nor shall those conditions be enforced against these grantees given Judge Ramos's ruling in New York et al., v. U.S. Department of Justice et al., 18 Civ. 6471 (ER) (ECF 114 and 122) (S.D.N.Y.) where these disputed conditions were enjoined for the reasons stated therein, including that 8 U.S.C. § 1373 was unconstitutional and not within the purview of "all applicable laws" as referenced in 34 U.S.C. § 10153(a).

Initial



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PROJECT NUMBER

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AWARD DATE

06/26/2018

SPECIAL CONDITIONS

NOTE: Current DHS practice is to use one form (DHS Form I-247A (3/17)) for two distinct purposes -- to request advance notice of scheduled release, and to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition imposes NO requirements as to such DHS requests for detention.

- C. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compilance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.
- 56. Required local-government-level rules or practices related to aliens; allowable costs *

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award-

- A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- B. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statule, -rule, -regulation, policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

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

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and altocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

B. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.

OJP FORM 4000/2 (REV. 4-88)

*Acceptance of Byrne-JAG 2017 funds by Plaintiffs New York, Connecticut, New Jersey, Rhode Island, Washington, and the Commonwealths of Massachusetts and Virginia shall not be construed as acceptance of Special Conditions 5552-56. Nor shall these conditions be enforced against these grantees given Judge Ramos's ruling in New York et al., v. U.S. Department of Justice et al., 18 Civ. 6471 (ER) (ECF 114 and 122) (S.D.N.Y.) where these disputed conditions were enjoined for the reasons stated therein, including that 8 U.S.C. § 1373 was unconstitutional and not within the purview of "all applicable laws" as referenced in 34 U.S.C. § 10153(a).





AWARD CONTINUATION SHEET

Grant

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2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

59. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OIP's Office for Civil Rights (at CivilRightsMOA@msdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OIP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OIP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

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

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







AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER

2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

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

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

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

62. Withholding of funds: Budget narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP has reviewed and accepts, the budget narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP has reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Withholding of funds: Project abstract

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OIP reviews and accepts, the project abstract, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

65. SORNA final agency decision - Appeals

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 42 U.S.C. 16925. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

(AR)

Initial



AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER

2017-DJ-BX-0118

AWARD DATE

06/26/2018

SPECIAL CONDITIONS

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OIP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "PAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award conditions) Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expand, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OIP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

I have read and understand these Special Conditions of the Department of Justice for Rhode Island's Federal Award #2017-DJ-BX-0118 and agree to comply with all federal regulations enumerated herein.

Signature of Authorized Official

ed Official Agency

LE. Connor Chief of Police 7/19/2021

Of Authorized Official Print Name and Title of Authorized Official

Initial

CODE: 25-360 MIS/Professional Services

SECTION 56-6

Bid2022-144 Website Hosting & Support

Civic Plus 302 S 4th Street Suite 500 Manhattan, KS 66502

Contract Award: <u>\$4,725.00</u>

Contract Period: October 1, 2021 – September 30, 2022



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

FRANK PICOZZI MAYOR

> Philip Carlucci MIS DIRECTOR

To: Patricia Peshka, Purchasing Agent

From: Philip F. Carlucci – MIS Director P7C

Date: Thursday, August 12, 2021

Re: 56-6 – CIVIC PLUS

This is a request under City Ordinance 56-6 to award the Web Hosting and site maintenance of the www.warwickri.gov website to CIVIC PLUS in the amount of \$4,725.

This request will insure the continued availability and required updating of the City's website and related on-line services. CIVIC PLUS, 302 S 4th Street, Suite 500, Manhattan, KS 66502, is the current hosting facility for our website and as such, is the only available service provider to The City of Warwick.

This will be paid for out of Budget Code 25-360. The current contract will expire on September 30, 2021. This request, if approved, will run from October 1, 2021 through September 30, 2022.

Cc: Peder Schaefer - Finance Director



AUG 17 2021 Invoice

#216413

10/1/2021

PO#

CivicPlus LLC NEW REMITTANCE ADDRESS (FOR PAYMENTS ONLY) CivicPlus PO Box 1572 Manhattan KS 66505

Bill To

Philip Carlucci City of Warwick 3275 Post Road Warwick RI 02886-7152 **TOTAL DUE**

\$4,725.00

Due Date: 10/31/2021

Terms **Due Date** PO# **Approving Authority** Net 30 10/31/2021 Qty Item **Start Date End Date** 1 Annual Renewal Website Hosting & Support - CivicCMS 10/1/2021 9/30/2022 **Total** \$4,725.00 Due \$4,725.00

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to Accounting@civicplus.com.

Bank Name KS State Bank Account Name
CivicPlus LLC

Account Number 1046292 Routing Number 101101536

A finance charge of 1.5% per month will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If you have any questions, please contact accounting@civicplus.com or 888-228-2233 option 1, then option 3. Please retain this statement for your records. Thank you!

CivicPlus 302 S 4th St. Suite 500 Manhattan KS 66502 —61CODE:

30-330 Police Department/Auto & Vehicle Maintenance

AWARD

SECTION 6-12

Request permission to award PCR-17-21 (Sub A) to Global Public Safety as an additional vendor

Bid2021-236 Emergency Equipment Repair for Police Vehicles

Global Public Safety 60 Alhambra Rd. Suite #6 Warwick, RI 02886

LAST ACTION TAKEN

<u>Award (Bid):</u> PCR-17-21 (Sub A) approved February 4, 2021 in the amount of \$5,000.00. Contract term February 10, 2021 – February 9, 2022.

Contract Increase Requested:

No monies requested

Current Contract Award:

\$5,000.00

Contract Period Requested:

No change in term

Current Contract Period: February 10, 2021 – February 9, 2022

CITY OF WARWICK

Colonel Bradford Connor Chief of Police



Frank J. Picozzi Mayor

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

August 16, 2021

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

RE: Bid #2021-236, 6-12 Alteration to Contract Funding Source: Service Contracts-30-330

Dear Ms. Peshka:

The Police Department went out to bid for emergency equipment repairs for police vehicles. This would include repairs for the emergency lighting, siren, radio system and MDT in our cruisers.

We received three (3) bids from the following vendors:

Island Tech Services 980 S 2nd St., Ronkonkoma, NY 11779 All Mobile Towing, LLC, 102B Pond St., Seekonk MA 02771 Global Public Safety, 60 Alhambra Rd., Suite 6, Warwick RI 02886

The police department recommended All Mobile Towing, LLC be awarded this contract, and it was approved. Since All Mobile Towing, LLC was awarded this bid they have not able to complete our repairs in a timely manner due to being extremely busy and their inability to find reliable skilled labor. Fleet Manager Michael Grant is requesting to add <u>Global Public Safety</u> as a 2nd vendor to this bid. Global Public Safety is a Warwick based company and would assist the garage in completing repairs in a timely manner.

If approved, all other aspects of the bid will remain in effect: Funding will continue to come from police operating budget code: 30-330, for an amount not to exceed \$5,000.00 and the contract period will expire on February 9, 2022. Repairs will be made on an as needed basis.

If you have any questions or concerns, please contact me at 468-4230.

Sincerely.

Majok Michael Lima

Administrative Bureau Commander

Warwick Police Department



CITY OF WARWICK

STATE OF RHODE ISLAND

RESOLUTION OF THE CITY COUNCIL

MEETING DATE:	· · · · · · · · · · · · · · · · · · ·
R-21-16	
NO:	MAYOR
DATE: $2-9-21$	Name of the same

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 - 229	Ammunition	Eagle Point Gun T.J. Morris & Son 1707 Third St. Thorofare, NJ 08086	\$35,000.00		1	6 - 12
2021	Spring Repairs & Related Work	Palmer Spring Co. 1 Althea St. Providence, RI 02907	\$25,000.00		2	6 - 12
2021	Security System Monitoring & Maintenance	Electronic Alarms 2525 W Shore Rd Warwick, RI 02889	\$335.00 AS ONLY		3	6 - 12

Continued next page



PCR-17-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021	Data Backup Software, Equipment, & Services	TBNG Consulting, Inc. 935 Jefferson Blvd. Warwick, RI 02886	\$143,847.36	Three years from date of award		
2021 - 229	Ammunition	Front Sight, LLC 53 Millers Brook Dr. Cumberland, RI 02864	\$50,000.00	3/21/21		
2021 - 234	Purchase APX4000 Portable Two-Way Radios	Cyber Communications Sales, Inc./ Motorola Solutions 90 Colorado Ave Warwick, RI 02888	\$31,117.50	Date of award - 4/6/21		
2021	Lead Inspection Services	All Phase Lead Inspections, Inc. 162 Park Avenue Warwick, RI 02889	\$12,000.00	5/17/21 - 5/16/23		
2021 - 236	Emergency Equipment Repair for Police Vehicles	All Mobile Towing LLC 102B Pond Street Seekonk, MA 02771	\$5,000.00	One year from date of award		
2021	Frames, Grates, and Covers	EJ Prescott Inc. 38 Albion Rd. Lincoln, RI 02865	\$12,500.00	3/21/21 - 3/20/22		
2021 - 247	SMS Magnet AXIOM License Renewal	Magnet Forensics 2250 Corporate Park Drive Suite 130 Herndon, VA 20171	\$4.380.00	5/1/21 - 4/30/22		56 - 6
2021 - 248	Adobe Software License Renewal	SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	\$2,012.00	Date of award 6/30/21	4	56 - 10

Continued next page



PCR-17-21 (Sub A)

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 249	Sophos Software Services Renewal	SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	\$27,624.00	Date of award - 6/30/21	5	56 - 10
2021	Repairs to Filtration System McDermott Pool	NE Aquatics 4 Boucher St. West Warwick, RI 02893	\$30,000.00			56 - 6

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

- 1. Request permission to increase PCR-194-19 (Sub A) from \$35,000.00 to \$70,000.00.
- 2. Request permission to increase PCR-37-20 (Sub A) from \$25,000.00 to \$50,000.00.
- 3. Request permission to increase PCR-82-20 from \$432.00 to \$767.00.
- 4. Request permission to piggyback State MPA#227
- 5. Request permission to piggyback State MPA#227

Actions Taken:

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

PCR-20-21 (Sub A) Amend total award from \$20,000.00 to \$80,000.00. Account code: 66-340 \$20,000.00 & 66-369 \$60,000.00.

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE



Bid2021-236 Emergency Equipment Repair for Police Vehicles

• 3 bids received

CODE:

30-330 Police Department/ Auto & Vehicle Maintenance

MANNER OF AWARD:

\$5,000.00

One year from date of award

RECOMMEND:

All Mobile Towing LLC

Global Public Safety 60 Alhambra Rd. Suite #6 Warwick, RI 02886

All Mobile Towing LLC 102B Pond Street Seekonk, MA 02771

Island Tech Services, LLC 980 S 2nd Street Ronkonkoma, NY 11779

Item #	Description	Global Public Safety Hourly Rate	All Mobile Towing LLC Hourly Rate	Island Tech Services, LLC Hourly Rate
1	Onsite Emergency repairs at WPD Garage within 4 hours of notification	\$100.00	\$75.00	\$185.00
. 2	Onsite Non-Emergency repairs at WPD garage within 24 Hours of Notification	\$85.00	\$75.00	\$135.00
3	Provide Pickup and drop off of vehicle/product when said vehicle cannot be repaired at WPD Garage	\$25.00	\$100.00	\$85.00
4	Percentage rate off any new parts purchased.	Note 1 35%	10%	25%

Note 1: Whelen, Federal, & Code 3 35% off. Soundoff at current list price



Bid2021-236 Police Emergency Equipment Repair, Installation, & Warranty	on, & Warranty				
VENDOR	ADDRESS	CITY	STATE ZIP	ZIP	EMAILS
Adamson Industries	45 Research Dr.	Haverhill	MA	01832	01832 sales@adamsonindustries.com
All Mobile Towing & Repair	PO Box 14544	East Providence	RI	02914	02914 jreis14@aol.com
Global Public Safety LLC	2780 Commerce Dr. Suite 300	Middletown	PA	17057	Teresa. Allen@Globalpublicsafety.us; joshua. bassett@globalpublicsafety.us
Island Tech Services	980 So. 2nd St.	Ronkonkoma	NY	11779	Kkoster@itsg.us.com; 11779 Pleon@itsg.us.com; Rwarner@itsg.us.com
МНО	401 Elm St.	Mariboro	MA	01752	01752 bharrington@MHQ.com
Safety Lighting and Equipment	38 Winthrop St.	Rehoboth	MA		sales@publicsafetyarmory.net

CITY OF WARWICK

Commander Mark Ullucci Interim Chief of Police



Frank J. Picozzi Mayor

JAN 15 2021

COPY

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

January 15, 2021

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

RE: Emergency Equipment Repairs

Bid #2021-236

Funding Source: Service Contracts-30-330

Dear Ms. Peshka:

The Police Department went out to bid for emergency equipment repairs for police vehicles. This would include repairs for the emergency lighting, siren, radio system and MDT in our cruisers.

We received three (3) bids from the following vendors:

Island Tech Services 980 S 2nd St., Ronkonkoma, NY 11779 All Mobile Towing, LLC, 102B Pond St., Seekonk MA 02771 Global Public Safety, 60 Alhambra Rd., Suite 6, Warwick RI 02886

The police department recommends All Mobile Towing, LLC be awarded this contract as the overall lowest bidder. There is no contract currently in place. If approved, it will be funded by Police Operating budget code: 30-330, for an amount not to exceed \$5,000.00 and expire one year from the date of award. Repairs will be made on an as needed basis.

If you have any questions or concerns, please contact me at 468-4230.

Sincerelly,

Major Lori Michailides

Administrative Bureau Commander

Warwick Police Department

CODE:

30-335 Police Department/Medical Examinations

SECTION 6-12

Request permission to increase PCR-71-20 from \$8,400.00 to \$8,925.00

Bid2021-118 Medical Examinations-Police

University of Rhode Island Student Loan Office Roosevelt Hall, Suite 018B 90 Lower College Rd. Kingston, RI 02881

LAST ACTION TAKEN

<u>Award (Bid):</u> PCR-71-20 approved August 24, 2020 in the amount of \$8,400.00. Contract term September 19, 2020 – September 18, 2021.

Contract Increase Requested:

\$ 525.00

Current Contract Award:

\$8,400.00

Contract Period Requested:

No change in term

Current Contract Period:

September 19, 2020 – September 18, 2021

-70-

Colonel Bradford Connor Chief of Police

CITY OF WARWICK



Frank J. Picozzi Mayor

AUG 1 6 2021

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

August 5, 2021

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

Re: Request for Spending Authorization; 6-12- "Alteration to Contract"

BID #2021-118 - Expires 9/18/21 Medical Examinations Funding Source: Budget Code 30-335 Medical Examinations

Dear Ms. Peshka:

During the recruitment and hiring process, the department is required to have each eligible candidate given a psychological evaluation. Currently the only P.O.S.T. certified evaluator is Dr. Patricia Gallagher at the University Of Rhode Island Office Of Strategic Initiatives. The current cost for the evaluations is \$600 per person and has typically been paid by voucher as needed.

For this contract, the department requested spending authorization for up to \$8,400, or 14 psychological exams. Due to the results of some of those tests, and the high demand of hiring, we needed to have one (1) additional test administered at an additional cost of \$600. This recruit was a lateral transfer from an area police department and as such did not fall under our typical timeline of when we conduct psychological exams. Based on the necessity to get this psychological exam conducted to get this new officer hired the exam was conducted.

As a result we went over the allotted amount left in budget code 30-335 "Medical Examinations" by \$525 (one exam that was conducted earlier in the year, we were only charged \$525 for because the candidate only did the written portion). Therefore, this department is requesting authorization, under the provisions of City Ordinance 6-12, "Alteration to Contract" to increase the current award from \$8,400 to \$8,925 which would cover the additional \$525.

Funding would come from Police Operating budget 30-335 Medical Examinations

This contract period continues to be September 19, 2020 to September 18, 2021. No additional tests will be conducted during this contract period.

Please contact no should you have any questions.

Mlehael Lima

Major

Administrative Bureau Commander

AUG 05 2021

UNIVERSITY OF RHODE ISLAND

			URI Invoice	e No:	27136	
To: Gina C	arruolo		Date Prepa	ared:	8/2/2021	
	ck Police Department					
	erans Memorial Drive		Vendor P/C			
Warwic	ck, RI 02886		Vendor Re			
			•		Dean's Office	
			DeptTeleph	one:	277-5092 Jer	nifer Claudino
All bills	s are due and payable up	INVO	ICE	e depa	urtment indicate	ed above.
Date	URI Acct # <10 digits>	Descrip	otion	Qty	Unit Price	Amount
8/2/2021	1300-101-2916-7007	Psychological Eva	aluation - Police			
		5 '' Obin-o 0 N	· · · · · · · · · · · · · · · · · · ·		****	1 222 22
		Brittany Crabtree & N	icholas Manocchio	2	\$600.00	\$1,200.00
			Please P	ay Th	is Amount >	\$ 1,200.00
Mai	Mail checks to:	University of Rhode Is Student Loan Office Roosevelt Hall, Suite 0 90 Lower College Road Kingston, RI 02881	land R F 118B	I SAI	L Vendor No: L Vdr Group:	005143 15
	** To insure proper	credit, return a copy	of this invoice with	h yoı	ır payment.	**
·	DO NOT WE	RITE BELOW THIS LINE -	FOR ACCOUNTING L	JSE C	NLY	
Dr.	AMOUNT	CR.	DATE:			
Γotal	\$ -					

CODE: 30-335 Police Department/Medical Examinations



SECTION 56-6

Bid2021-118 Medical Examinations-Police

University of Rhode Island Student Loan Office Roosevelt Hall, Suite 018B 90 Lower College Rd. Kingston, RI 02881

Contract Award: <u>\$8,400.00</u>

Contract Period: September 19, 2020 - September 18, 2021

CITY OF WARWICK

Colonel Rick J. Rathbun Chief of Police



COPY

Joseph J. Solomon Mayor

AUG 0 3 2020

Police Department 99 Veterans Memorial Drive Warwick, Rhode Island 02886-4617 Telephone: (401) 468-420th, 2011

July 31, 2020

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

Re: Request for Spending Authorization; 56-6

Recruit Psychological Exams

Funding Source: Budget Code 30-335 Medical Examinations

Dear Ms. Peshka:

During the recruitment and hiring process, the department is required to have each eligible candidate given a psychological evaluation. Currently the only P.O.S.T. certified evaluator is Dr. Patricia Gallagher at the University Of Rhode Island Office Of Strategic Initiatives. The current cost for the evaluation is \$600 per person and has typically been paid by voucher as needed. Due to the increase in hiring and the costs associated with the purchase we feel it is prudent to receive Council spending authorization.

During the next (1) one year period we anticipate hiring approximately 14 officers. This is taking into consideration anticipated retirements within the next 12 months.

Therefore we request, under the provisions of City Ordinance 56-6, "Exception to Notice Requirement" to expend monies, not to exceed \$8,400.00 for the purposes of obtaining recruit psychological exams from The University of Rhode Island. Funding would come from Police Operating budget 30-335 Medical Examinations

This contract would be for a 1 year period commencing September 19, 2020 and expiring September 18, 2021. The current contract expires September 18, 2020.

Please contact me should you have any questions.

Whichal

Lori Michailides

Major

Administrative Bureau Commander



CITY OF WARWICK

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

	8/17/20	
MEETING DATE:		
NO: _	R-20-49	
APPROVED:		MAYOR
DATE:	8/24/2020	

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
2016	Banking Services	Webster Bank, N.A 50 Kennedy Plaza Suite 1110 Providence, RI 02903	\$23,280.00	9/1/20 - 12/31/20	1	6 - 12
2017	State of RI Copiers, Printers & Related Devices	Connecticut Business Systems 50 Rockwell Road Newington, CT 06011	\$15,000.00	8/1/20 - 10/25/20	2	6 - 12
2019	State of RI Telecommunication Services	Verizon Business Network Services, Inc. One Verizon Way Basking Ridge, NJ 07920	\$91,669.91	9/1/20 - 6/30/21	3	6 - 12



Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2020	Police Medical Examinations	University of Rhode Island Student Loan Office Roosevelt Hall, Suite 018B 90 Lower College Rd. Kingston, RI 02881	\$4,200.00		4	6 - 12
2021	Police Undercover Operations	Various Vendors	\$4,200.00		5	6 12
2021 - 042	Father Tirocchi Field Playground Renovation	Yard Works Inc. 1309 Warwick Ave. Warwick, RI 02888	\$162,706.00	One year from date of award		
2021 - 048 <u>A</u>	Asphalt Concrete Hot Mixes & Cold Patch	Material Sand & Stone Corp. 618 Greenville Rd. North Smithfield, RI 02896 D'Ambra Construction Co., Inc. 80 Centre of New England Blvd. Coventry, RI 02816 Lynch Corp. 50 Lynch Place Cumberland, RI 02864 Narragansett Improvement Co. 223 Allens Ave. Providence, RI 02903 Johnston Asphalt, LLC 100 Allendale Ave. Johnston, RI 02919	\$250,000.00 DPW	9/15/20 - 9/14/21		



Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 048 <u>B</u>	Asphalt Concrete Hot Mixes & Cold Patch	Material Sand & Stone Corp. 618 Greenville Rd. North Smithfield, RI 02896 D'Ambra Construction Co., Inc. 80 Centre of New England Blvd. Coventry, RI 02816 Lynch Corp. 50 Lynch Place Cumberland, RI 02864 Narragansett Improvement Co. 223 Allens Ave. Providence, RI 02903 Johnston Asphalt, LLC 100 Allendale Ave. Johnston, RI 02919	\$65,000.00 WATER	9/15/20 - 9/14/21		
2021 - 051	Monthly Service & Maintenance for Composting Toilets	Clivus New England, Inc. PO Box 127 North Andover, MA 10845	\$5,000.00	9/1/20 - 8/31/21		
2021 - 057	Traffic Street & Pole Light Maintenance	AM Electric, LLC 385 Lincoln Ave Warwick, RI 02888	\$15,000.00	10/25/20		
2021 - 058	Elevator Maintenance & Repairs	Atlantic Elevator South Co., Inc. 1900 Fall River Ave. Seekonk, MA 02771	\$15,000.00	11/18/20		



Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021	Purchase Bulk Road Salt	Mid-American Salt, LLC 4528 Hillegas Rd. Fort Wayne, IN 46818	\$125,000.00	10/29/20 - 10/28/21		
2021	Collection Services for Taxes & Rescue Fees	Rossi Law Offices, Ltd 28 Thurber Blvd. Smithfield, RI 02917	\$400,000.00	7/1/20 - 6/30/22		
2021	Paper Products	Glove Cleaners 14 High St. Plainville, MA 02762	\$2,800.00	7/1/20 - 6/30/21		
2021 - 074	Repair Parts for Snowplows	Viking Cives 500 Captain Neville Dr. Waterbury, CT 06705 Cap City of RI 2304 Post Rd. Warwick, RI 02886	\$12,000.00	11/19/20 - 11/18/21		
		Old Dominion Brush				
2021 - 075	Gutter & Tube-Type Brooms	Compnay, Inc. 5118 Glen Alden Dr. Richmond, VA 23231 United Rotary Brush Corp. 15607 W 100 th Terrace Lenexa, KS 66219	\$10,000.00	11/28/20 - 11/27/21		
		Тептасе				



Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
·			, p		
Repair Parts for Sand & Salt Spreaders	Viking Cives 500 Captain Neville Dr. Waterbury, CT 06705 Tri-Power Sales & Service Inc. 64 Minnesota Ave. Warwick, RI 02888	\$12,000.00	11/26/20 - 11/25/21		
Repair and/or Rebuild Hydraulic Cylinders	Tri-Power Sales & Service, Inc. 64 Minnesota Ave. Warwick, RI 02888	\$15,000.00	8/26/20 - 8/25/21		
Snowplow Blades	Grant Steel Co Inc. 2 Mear Road Holbrook, MA 02343	\$28,000.00	11/28/20 - 11/27/22		
Maintenance Service for Fire Dept. Air Compressors & Equipment	Shipman's Fire Equipment Co. Inc. 172 Cross Road Waterford, CT 06385	\$15,000.00	8/25/20 - 8/24/22		
Vehicle Exhaust Removal System Maintenance	Air Cleaning Specialists of New England LLC 1525 Hanover St. Hanover, MA 02339	\$30,000.00	8/27/20 - 8/26/22		
Miscellaneous Police Gear & Equipment	Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland, PA 01070	\$14,000.00	10/25/20		
	Repair Parts for Sand & Salt Spreaders Repair and/or Rebuild Hydraulic Cylinders Snowplow Blades Maintenance Service for Fire Dept. Air Compressors & Equipment Vehicle Exhaust Removal System Maintenance Miscellaneous Police Gear	Repair Parts for Sand & Salt Spreaders Repair and/or Rebuild Hydraulic Cylinders Snowplow Blades Maintenance Service for Fire Dept. Air Compressors & Equipment Wehicle Exhaust Removal System Maintenance Miscellaneous Police Gear & Equipment Wiking Cives 500 Captain Neville Dr. Waterbury, CT 06705 Tri-Power Sales & Service Inc. 64 Minnesota Ave. Warwick, RI 02888 Tri-Power Sales & Service, Inc. 64 Minnesota Ave. Warwick, RI 02888 Service, Inc. 64 Minnesota Ave. Warwick, RI 02888 Service, Inc. 64 Minnesota Ave. Warwick, RI 02888 Tri-Power Sales & Service, Inc. 64 Minnesota Ave. Warwick, RI 02888 Service Inc. 64 Minnesota Ave. Warwick, RI 02888 Frie Equipment Co. Inc. 172 Cross Road Waterford, CT 06385 Air Cleaning Specialists of New England LLC 1525 Hanover St. Hanover, MA 02339 Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland, PA	Name Name/Address Award	Name Name Name Address Award Period	Name Name Name Award Period Note



Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021 - 102 <u>A</u>	State of RI Paint & Paint Supplies	Sherwin Williams 77 Walnut St. Warwick, RI 02888 Franklin Paint 259 Cottage St. Franklin, MA 02038	\$5,000.00 DPW	Date of award - 9/30/20	6	56 - 10
2021 - 102 <u>B</u>	State of RI Paint & Paint Supplies	Sherwin Williams 77 Walnut St. Warwick, RI 02888 Franklin Paint 259 Cottage St. Franklin, MA 02038	\$5,000.00 P&R	Date of award - 9/30/20	7	56 - 10
2021	State of RI Software	SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	\$6,573.90	Date of award - 12/31/20	8	56 - 10
2021	State of RI Lamps, Ballasts & Related Electrical Supplies	Northeast Electrical 50 Niantic Ave. Providence, RI 02907 Graybar Electric 245 Niantic Ave. Cranston, RI 02907	\$2,000.00	Date of award - 9/30/20	9	56
2021 - 116	State of RI Printer & Copier Toner Cartridges	WB Mason 99 Bald Hill Rd. Cranston, RI 02920	\$15,000.00	9/1/20 - 6/30/21	10	56 - 10
2021 - 089	Munis Training Contract	Tyler Technologies 370 US Route 1 Falmouth, ME 04105	\$4,500.00	One year from date of award		56



Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2021	Criminal Investigation BCI School	URI Feinstein Providence Campus CEPS Office of Strategic Initiatives 80 Washington St. Room 208 Providence, RI 02903	\$3,900.00			56 - 6
2021	Purchase of Existing Street Lighting Fixtures, Poles, & Support Equipment	National Grid 40 Sylvan Road 3 rd Floor West Waltham, MA 02451	\$50,048.98	One year from date of award		56 - 6
2021	Workstations, Laptops, Tablets, Printers & Computer Peripherals	CDW Government LLC 300N Milwaukee Ave. Vernon Hills, IL60061 HP INC PO Box 101149 Atlanta, GA 30392 Whalley Computer Associates Inc. 9 Industrial Rd. Milford, MA 01757 GovConnection Inc. 732 Milford Rd. Merrimack, NH 03054 Staples Business Advantage 1901 Summit Tower Blvd. Suite 100 Orlando, FL 32810 W.B. Mason Co. Inc. 99 Bald Hill Rd. Cranston, RI 02920 Amazon 410 Terry Ave. North Seattle, WA 98109	\$60,000.00	Date of award - 6/30/21		56 - 6





2021	Medical Examinations- Police	University of Rhode Island Student Loan Office Roosevelt Hall, Suite 018B 90 Lower College Rd. Kingston, RI 02881	\$8,400.00	9/19/20 - 9/18/21	56 - 6
2021	Magnet Forensics Training	Magnet Forensics 2250 Corporate Park Drive, Suite 130 Herndon, VA 20171	\$5,995.00		56 - 6
2021	Rising GENIUSS Intelligence Training	Dawn Reeby Excellence in Analytics 262 Bartemus Trail Nashua, NH 03063	\$3,997.00		56 - 6
2021	Police Detail Tracking Software	System Works, LLC 11 Butterfly Lane Lunenburg, MA 01462	\$16.200.00	One year from date of award	56 - 6

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

- 1. Request permission to increase PCR-57-16 (Sub A) from \$353,520.00 to \$376,800.00 and extend from September 1, 2020 December 31, 2020. MPA# 337
- 2. Request permission to increase PCR-160-19 (Sub A) from \$128,000.00 to \$143,000.00 and extend from August 1, 2020 October 25, 2020.
- 3. Request permission to increase PCR-117-19 (Sub A) from \$196,139.44 to \$287,809.35 and extend from September 1, 2020 June 30, 2021.
- 4. Request permission to increase PCR-117-19 (Sub A) from \$8,400.00 to \$12,600.00.
- 5. Request permission to increase PCR-54-20 (Sub A) from \$20,000.00 to \$24,200.00.
- 6. Request permission to piggyback State MPA#349
- 7. Request permission to piggyback State MPA#349
- 8. Request permission to piggyback State MPA#227
- 9. Request permission to piggyback State MPA#347
- 10. Request permission to piggyback State MPA#105

Actions Taken:



Bid2018-247 Neptune Cold Water Meters

PCR-77-20 Held until 9/9/2020

Bid2021-093 Maintenance Contract for Xerox Multifunctional Copiers and HP LaserJet Printers

PCR-78-20 Amend total award from \$70,000.00 to \$20,000.00

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

Bid2022-093 Police Promotional Testing

• 3 bids received

CODE:

30-390 Police Department/Police Testing Expense

MANNER OF AWARD:

\$24,000.00

September 27, 2021 – September 26, 2023

RECOMMEND:

ID#10

VENDORS

ID #1 ID #10 ID #20

DESCRIPTION	ID #1	ID #10	ID #20
Price Per 100 Question Test	\$4,600.00	\$2,000.00	See Note 2
Price Per Question	\$50.00	\$20.00	
Other Additional Prices and Requirements		See Note 1	

NOTES

1. **ID#10:**

Source material for exam development: \$800.00 (2 books x 4 ranks x \$100)

Job analysis review: Included

FedEx deliver of materials (if physical delivery is required): \$65.00 / rank estimate

2. **ID#20**

(Cost if ID#20 prints and ships the test to jurisdiction)

Fees for Each Rank

((10) Candidates	\$3,180.00	Price per Question	\$3.18
(20) Candidates	\$3,530.00	Price per Question	\$1.77
(30) Candidates	\$3,880.00	Price per Question	\$1.29
(40) Candidates	\$4,230.00	Price per Question	\$1.06
(50) Candidates	\$4,580.00	Price per Question	\$0.92

(Cost if jurisdiction prints tests)

ees for Each Rank			
(10) Candidates	\$2,979.00	Price per Question	\$2.97
(20) Candidates	\$3,323.00	Price per Question	\$1.66
(30) Candidates	\$3,667.00	Price per Question	\$1.22
(40) Candidates	\$4,011.00	Price per Question	\$1.00
(50) Candidates	\$4,355.00	Price per Question	\$0.87

There will be a \$25.00 per question for each challenge. However, this fee will be waived if the challenge is valid. -84-

CITY OF WARWICK

Bradford E. Connor Chief of Police



Frank J. Picozzi Mayor

AUG 1 6 2021

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

August 16, 2021

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

Re: Bid Recommendation #2022-093 Police Promotional Exams

Dear Mrs. Peshka:

The Police Department has reviewed the three (3) bids received for Bid # 2022-093, Police Promotional Exams.

ID #10

\$2,000.00 per test

\$2,000.00 flat rate

ID #20

\$3.18

per question

\$3,180.00 for 10 tests

ID #1

\$50.00

per question

\$4,600.00 flat rate

Bid ID#20 is the only bid that used a cost total depending on the total number of questions linked to the total number of test takers. The other two bids used a flat rate per test. For ID #10 this means that the price is \$2,000.00 whether the test takers are one or one-hundred. ID#20 is cheaper if the total number of candidates does not exceed six. The last three test's issued for promotion all exceeded this low number and were all higher than the \$2,000.00 price point, making ID #10 the lowest qualified bidder for this bid recommendation.

In the bid specifications I observed that the Warwick Fire Department is contracted with this company. I contacted Safety and Training Deputy Chief Thomas Bradley about this bidder. Chief Bradley was satisfied with all serves provided by this company for the Warwick Fire testing needs.

The police department recommends that the bid be awarded to ID #10. This contract will be in place from 9-27-21 thru 9-27-23. Funding for this expense, if approved, will come from the Police Department Operating Budget Code #30-390. Police Testing expenses, for a total not to exceed \$24,000.00.

Please contact me with any questions

Mark Ullucci

Deputy Chief of Police

Warwick Police Department

Bid2022-116 Fire Department Dress Uniforms, Badges, Insignias & Name

• 2 bids received

CODE:

35-260 Fire Department/Clothing

MANNER OF AWARD:

\$15,000.00

Two years from date of award

RECOMMEND:

Donnelly's Inc. of Rhode Island

Stillman Uniforms 271 Post Road E-1 Westerly, RI 02891

Donnelly's Inc. of Rhode Island 50 Sharpe Dr. Cranston, RI 02920

Pricing as Follows

Bid2022-116 Fire Department Dress Uniforms, Badges, Insignias Name Plates RESULTS

Item#	Description	Brand, Style, and Item Number	Stillmar	Un	iforms	Brand, Style, and Item Number	Donne	ly's	Inc.
		Note 1	Price Year	P	rice Year 2	Note 2	Price Year 1	Pr	ice Year 2
1	Blouse Coat			I					
1a.	Chief	Elbeco 13756 5 rows gold	\$ 255.00	\$	255.00	Elbeco 13756	\$ 275.30	\$	285.00
1b.	Assistant Chief	Elbeco 13755 4 rows gold	\$ 245.00	\$	245.00	Elbeco 13755	\$ 272.20	\$	281.80
1c.	Deputy Chief	Elbeco 13755 3 rows gold	\$ 235.00	\$	235.00	Elbeco 13755	\$ 272.20	\$	281.80
1d.	Battalion Chief	Elbeco 13755 2 rows gold	\$ 225.00	\$	225.00	Elbeco 13755	\$ 272.20	\$	281.80
1e.	Liutenant/Captain	Elbeco 13752 2 Capt. 1 Lt.	\$ 225.00	\$	225.00	Elbeco 13754	\$ 246.00	\$	254.70
1f.	Private	Elbeco 1370 single breasted	\$ 200.00	\$	200.00	Elbeco 1370	\$ 236.00	\$	244.30
						Alternate item, Elbeco 1370 Basic Single Breasted	\$ 224.80	\$	232.70
						Alternate item, Elbeco 13750	¢ 222.70	ے ا	220 50
		E11 E 1000 DAID	4 00 00	+_		Basic Double Breasted	\$ 222.70		
2	Dress Trousers	Elbeco E 1360 RND	\$ 93.00	\$	93.00	Elbeco E 1360 RN	\$ 99.80	\$	103.30
.3	Blue Uniform Hat		ļ	+				ļ	
За.	Liutenant/Captain	Keystone R8 Silver Band	\$ 60.00	\$	60.00	Keystone R8 Bell	\$ 71.00	\$	73.50
3b.	Private	Keystone R8 Plain Band	\$ 50.00	\$	50.00	Keystone R8 Bell	\$ 57.90	\$	60.00
						Alternate item, Keystone R8 Bell Basic Design	\$ 55.60	\$	57.60
4	White Uniform Hat			+					
4a.	Chief	Keystone R8B Flame Visor	\$ 90.00	\$	90.00	Keystone R8B Fire Bell	\$ 111.20	\$	115.10
4b.	Assistant Chief	Keystone R8B Scramble Visor	\$ 90.00	\$	90.00	Keystone R8B Fire Bell	\$ 111.20	\$	115.10
4c.	C Chinf	Variationa DOD Caranable Viscan	¢ 00.00	ے ا	00.00	Koustone BOR Fire Boll	¢ 111 20	,	115 10
	Deputy Chief Battalion Chief	Keystone R8B Scramble Visor Keystone R8B Reg. Visor	\$ 90.00			Keystone R8B Fire Bell Keystone R8B Fire Bell	\$ 111.20 \$ 72.70	\$	115.10 75.30
74.	Settement Sine:	,				Alternate item, Keystone R8B Fire Bell Basic Design	\$ 57.40		59.50
5	Uniform Tie	Samuel Broom	\$ 7.50	\$	7.50	Samuel Broome 90078-57	\$ 4.60	\$	4.80
6	Uniform Gloves	Broome Ties	\$ 4.00	_		Samuel Broome 99055	\$ 3.30	Ś	3.50
	Olillorii Gloves	Diodine nes	7.00	+	1.00	Januar Broome 33035	7 3.50	Ť	
7	Breast Badge			十					
	Dreast Bauge		 	+				1	
7a.	Gold w/ Eagle & Center Rank	Smith & Warren S528 Gold Chief, A/C D/C & B/C	\$ 55.00	\$	55.00	Smith & Warren S528 Breast Badge Gold w/ Eagle & Cneter Rank	\$ 67.00	\$	69.40
7b.	Silver w/ Eagle & Center Rank	Smith & Warren S528 Engine LT and Captain	\$ 48.00	\$	48.00	Smith & Warren S528 Breast Badge Silver w/ Eagle & Center Rank	\$ 55.40	\$	57.40
7c.	Silver w/ Eagle & Full Color Center Seal	Smith & Warren S528 Rescue LT and Captain	\$ 52.00			Smith & Warren S528 Breast Badge Silver w/ Eagle & Full Color Center	\$ 60.00	\$	62.10
7d.	Silver without Eagle & Center Rank	Smith & Warren S528EO Firefighter	\$ 48.00	\$	3 48.00	·	\$ 55.40	\$	57.40
				-		Alternate item, Smith & Warren S528 Breast Badge Silver w/ Center Rank	\$ 55.40	\$	57.40
Continue	ed next page					1	· · · · · · · · · · · · · · · · · · ·		

Bid2022-116 Fire Department Dress Uniforms, Badges, Insignias Name Plates RESULTS

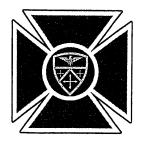
Item#	Description	Brand, Style, and Item Number	9	Stillman	Uni	forms	Brand, Style, and Item Number		Donne	ly's !	Inc.
			Pri	ice Year 1	Pr	ice Year 2	Note 1	Pri	ice Year 1	Pri	ce Year 2
8	Hat Badge										
8a.	Gold w/ Center Rank	Smith & Warren C Serries Chief, A/C D/C B/C	\$	25.00	\$	25.00	Smith & Warren C102, C103, C104 Hat Badge Gold w/ Center Rank	\$	24.00	\$	24.90
8b.	Silver w/ Center Rank	Engine LT Captain	\$	20.00	\$	21.00	Smith & Warren C109, C110 Hat Badge Silver w/ Center Rank	\$	19.40	\$	20.10
8c.	Silver w/ Full Color Center Seal	Smith & Warren C109 C110 RescueLT, Capt.	\$	25.00	\$	25.00	Smith & Warren C138PL Hat Badge Silver w/ Center Rank	\$	19.40	\$	20.10
							Alternate item, Smith & Warren Hat Badge Silver w/ Center Rank				
9	Collar Insignia		<u> </u>		<u> </u>					L	
9a.	Gold w/ Center Rank	ELC M2181G	\$	8.95	\$	8.95	Smith & Warren C176, C186, C188 Collar Insignia Gold w/ Center Rank	\$	14.80	\$	15.40
9b.	Silver w/ Center Rank	ELC M2181A S	\$	7.95	\$	7.95	Smith & Warren C174, C180 Collar Insignia Silver w/ Eagle & Center Rank	\$	12.00	\$	12.50
9c.	Silver w/ Full Color Center Seal	Hookfast 4842 Fire Prevention Fire Marshal, Inspector	\$	18.95	\$	18.95	Smith & Warren C138 Collar Insignia Silver	\$	15.70	\$	16.30
							Smith & Warren C190 Collar Insignia Silver w/ Eagle & Center Rank	\$	12.00	\$	12.50
10	Name Plate						Smith & Warren C190 Collar Insignia Silver	\$	12.00	\$	12.50
TO	IName Plate		├		-		Navitor Custom Name Plate	-			··
10a.	Gold Engraved	Smith & Warren 102	\$	14.95	\$	14.95	Black w/ Gold Trim Navitor Custom Name Plate	\$	12.00	\$	12.50
10b.	Silver Engraved	Smith & Warren 102	\$	14.95	\$	14.95	Black w/ Silver Trim	\$	12.00	\$	12.50

Note 1: Stillman Uniforms, Class A uniform lead time is 3-4 weeks. Collar brass is ELC and hookfast for Fire Marshal, Inspector and fire prevention. (Current WFD spec) All badges require 4 weeks production time. Various name tags are either Reeves or Smith and Warren (Surrent spec)

Note 2: Donnelly's, Item #1 add 10% price increase for size 48-50. Add 20% for sizes 52-54. Add 30% for size 56. Item #2 add 10% price increase for size 48-50 Add 20% for sizes 52-54. Item #5 add \$0.25 for longer 60" tie when needed. Item #6 Military style glove. Item #8 Alternate, Exact style # needs to be clarified, price is not affected. Item #9 Alternate, Exact style # needs to be clarified, price is not affected. Item #10 Exact style # needs to be clarified, price is not affected.

	THE PARTY OF THE P				
VENDOR	ADDRESS	CITY	STATE ZIP	EMAL!	
Donnelly's of Rhode Island	50 Sharpe Drive	Cranston	RI 02920		lothing.com
Leader Uniforms	365 Broadway	Providence	RI 029	02909 MAIL	
Barney's Uniform Caps	922 Cranston St	Cranston	RI 029	02920 MAIL	
Rhode Island Uniform & Supply	1395 Atwood Ave #109	Johnston	RI 029		com





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

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

August 16, 2021

Patricia Peshka Purchasing Agent City of Warwick

The bid for Fire Department Dress Uniforms, Badges, Insignias & Name Plates, Bid#2022-116 has been carefully reviewed by the Fire Department.

Two (2) vendors submitted bids, and after evaluating the submissions, the following vendor has met all the specifications without exception. The Fire Department is recommending the bid be awarded to the following vendor as the lowest qualified bidder:

Donnelly's Inc. of Rhode Island, Cranston, RI

Stillman Uniforms, although slightly less expensive, did not meet the Department's specifications. Additionally, the Fire Department has had unsatisfactory service from this vendor in the past including significant delays on receiving orders, incorrect invoicing, inconsistent business hours, lack of communication and multiple returns for incorrect alterations and tailoring. The bid that they submitted indicated two (2) exceptions to the technical specifications for the items listed, most importantly they failed to disclose that they did not meet technical specification #1 - Business Location.

Donnelly's Inc. is currently awarded the bid for Class-B Uniforms and the Fire Department is extremely satisfied with their products and customer service.

Funding for this product will be from budget code 35-260 Clothing.

The current bid expired on 6/30/2021 and if approved, the department is requesting a two (2) year award, for an amount not to exceed \$15,000.

Please contact me should you have any questions.

Jason Umbenhauer Assistant Chief CODE: 68-239 Recycling/Supplies-Containers

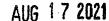
SECTION 56-6

Bid2022-143 Purchase Carts, Wheels, & Lids

Rehrig Pacific 1738 W 20th Street Erie, PA 16502

Contract Award: <u>\$42,428.00</u>

Contract Period: One time purchase





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

FRANK J. PICOZZI MAYOR

ERIC J. EARLS, PE DIRECTOR OF PUBLIC WORKS

To:

Patricia Peshka, Purchasing Agent

From: Eric Earls, Director of Public Works

Date: August 16, 2021

Subj: Roll-out Carts

The Sanitation Department is requiring the purchase of roll-out carts used for refuse and recycling that are provided to all residential households. This request is for replacement wheels and replacement lids for all barrel sizes, 95-gallon gray carts and 65-gallon green carts. Pricing has been secured from Rehrig Pacific Company as all the City carts have been obtained through this company. It is not in the best interest of the City to bid these items as we would then have to stock new replacement parts for another style of cart. There is also no fee for the City seal artwork as this company has it on file. Please note that if approved, lead time for an order is eleven weeks.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Rehrig Pacific Company in amount of \$42,428.00. The pricing includes freight to our facility. This is a one-time purchase, therefore a contract period is not necessary.

(68-239 - \$42,428.00)



Locations:

1000 Raco Court, Lawrenceville, GA 30046 625 West Mockingbird Lane, Dallas, TX 75247 1738 W. 20th St, Erie, PA 16502 7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr. DeSoto, KS 66018 7800 100th St, Pleasant Prairie, WI 53158 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: WA290 213233 08132021

August 13, 2021

Bill-to: 205403			Ship-to: 213233			
City of Warwick Warwick City Hall - 3275 Post Road Warwick, RI 02886			City of Warwick Public Works - Highway Division 925 Sandy Lane (Rear) Warwick, Rl 02889			
Billing Contact:			Shipping Contact:	0.85.49.6.3		
Name: Christy Moretti						
Phone: 401-921-9602			Name: John Cole			
E-mail: christy.l.moretti@warwickri.c	om		Phone: 401-732-9589 Email: john.a.cole@warwickri.com			
			Email: joini.a.cole@warwickii.com			
	ITEM DESC	RIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type:	95 Gallon EG Cart (PN# :	326959)		200	\$70.82	\$ 14,164.00
Body Color Requested		Lid Color Requested:	Kelly Green			
Wheels / Casters	: 10" Snap on with Integrated S	Spacer				
Artwork:		RECYCLING O	NLY E			
Rollout Cart Type: Body Color Requested Wheels / Casters	95 Gallon EG Cart (PN# 3 : Charcoal Grey : 10" Snap on with Integrated S	Lid Color Requested:	Charcoal Grey	200	\$70.82	\$ 14,164.00
Artwork:		TRASH O	NLY			
Components:	95 Gallon Lid - Charcoal (Grey - (Trash Only) in whi	te - With Lid Pins (PN# 240207)	200	\$17.00	\$ 3,400.00
Components:	65 Gallon Lid - Navy Blue	- No Brand - With Lid Pir	ns (PN# 299145)	200	\$17.00	\$ 3,400.00
Components:	65 Gallon Lid - Kelly Gree	en - No Brand - With Lid F	ins (PN# 299321)	200	\$17.00	
Components:	65 Gallon 10" Wheels			150	\$5.00	
Components:	95 Gallon 12" Wheels			150	\$5.00	\$ 750.00
Is Product Taxable?	No				Subtotal =	\$ 40,028.00
ls Freight taxable?	No			Tax or	Product =	
Tax Rate:	0.00%			Truckload Fre		2,400.00
Terms:	Net 30 Days			Tax	n Freight =	\$ 42,428.00
ADDITIONAL INFORMATION:					Market Salar	¥ -2,420.00
Contract Options:	None					
Ship From:	Erie, PA facility					
Leadtime: Warranty:	11 weeks or sooner					
Quote Valid:	10 year unprorated warranty 30 Days					
Taxes:	EXEMPT					
PRESENTED BY:			ACCEPTED BY:			
Rehrig Pacific Company						
Charla Sorenson		8/13/2021				
Charla Sorenson		Date	Sign and Print Name			Date
Environmental Account Specialist						
Direct: (814) 462-5247 Email: csorensor	n@rehrig.com		Title:			
	To initiate order, please car	If or send signed proposal	l via email to Presented By representative.		······································	
		J. T. P. T. P. Sulley	23 1001000000000000000000000000000000000			

Bid2022-107 Professional Printing and Mailing of Recycling Calendar

• 6 bids received

CODE:

68-203 Recycling/Advertising

MANNER OF AWARD:

\$30,000.00

One time purchase

RECOMMEND:

Indiana Printing & Publishing Company, Inc.

Graphic Image, Inc. 561 Boston Post Road Milford, CT 06460

RPI Printing 135 Waldron Rd. Fall River, MA 02720

Indiana Printing & Publishing Company, Inc. 775 Indian Springs Road Indiana, PA 15701

> Courier Printing Corp. 24 Laurel Bank Ave. Suite 2 Deposit, NY 13754

Adam Graphic Corp. 16 Mason Ave. North Attleboro, MA 02760

One Source 900 Asbury Drive Buffalo Grove, IL 60089

Pricing as follows

Bid2022-107 Professional Printing Mailing of Recycling Calendar RESULTS

Item #	Description	Gr	Graphic Image, Inc.		RPI Printing		Indiana Printing	1	Courier Printing		Adam Graphic Corp.	One	One Source
												Z	Note 4
1	Total Printing & mailing price (excluding postage)	↔	25,288.00	↔	\$ 25,288.00 \$ 21,073.00 \$ 21,558.00 \$ 21,438.00 \$ 23,395.00	↔	21,558.00	∽	21,438.00	8	23,395.00	⊗	0.88
2	Postage Cost (per piece)		Note I		Note 2	8	0.256		Note 2	\$	0.55	8	2.20
3	Total Price	8	\$ 33,348.00 \$	\$	40,479.00	8	40,479.00 \$ 29,494.00		rote J	↔	\$ 40,445.00 \$	↔	3.08
4	Total cost per revision with press proof (if needed)		Included	↔	75.00		\$70.00	€>	25.00 \$	↔	125.00 \$	↔	75.00

Note 1: Estimated postage \$0.26 Graphic Image does not mark-up postage. We provide the maximum discount available from the Postal Service. Actual postage to be determined after list is processed through USPS certified mail software.

Note 2: \$0.626 estimated postage. USPS marketing mail flats automation rates, Prov RI PO Note 3: Postage cannot be accurately determined without the product- due to weight.

Note 4: Item # 1-3 listed as per unit price. Unit pricing based on quanity of 31,000, per bid specifications.

VENDORS Calendars Recycling Printing & Mailing

Bid2022-107 Professional Printing & Mailing Recycling Calendar	ng Calendar				
The following vendors were sent specifications.					
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAILS
O11 1"1 3	DO Boy 8282	Craneton	RI	02820	02820 nizzi@advnrintingsolutions com
ARS Printing	173 Washington St.	W. Warwick	Z Z	02893	tina@absprinting.com; bruce@absprinting.com
Acumen Printing, LLC	2905 Post Rd., Ste. 11	Warwick	RI	02886	02886 Kristin@acumenprinting.necoxmail.com
Allegra Print & Imaging	41 Rocky Hollow Rd.	E. Greenwich	RI	02818	02818 info@allegraeastgreenwich.com
AlphaGraphics	74 Dorrance St.	Providence	RI	02903	pennyr@alphagraphics.com
American Printing (AP Navitus)	260 Narragansett Indus. Pk. Dr.	Rumford	RI	02916	paul@amprintri.com; paul@apnavitus.com
Courier Printing Corp.	24 Laurel Bank Ave.	Deposit	NY	13754	cprintstacey@tds.net
Creasey Printing Services	2700 W. Lawrence Ave., Ste. H	Springfield	IL	62704	info@creaseyprinting.com
Creative Digital, Inc.	50 Minnesota Ave., Unit 2	Warwick	RI	02888	
Curtis 1000/John Lynch	33 Wildrose Court	Warwick	RI	02888	
D3Logic	89 Commercial Way	E. Providence	RI	02914	Thomas.berard@d3logic.com; ray.marotto@d3-inc.com
DocWeb	5 Division St.	Warwick	R	02818	
e-LYNXX Corp.	PO Box W	Chambersburg	PA	17201	Mariene.college@e-lynxx.com
Enterprise Printing & Products Corp.	150 Newport Ave.	E. Providence	RI	02916	vijay@enterpriseprinting.net
E-ZlCopy & Printing, Inc. d/b/aCopy World Printers	1728 Warwick Ave.	Warwick	RI	02889	angelo@copyworldri.com
Finish Line Printers	289 Cowesett Ave., Ste. 3	W. Warwick	RI	02893	
Graphic Image	561 Boston Post Rd.	Milford	CT	06460	jose@graphicimage.net; leigh@graphicimage.net; randy@graphicimage.net
Horizon Concepts	2704 Grand Ave., Ste. 7	Bellmore	NY	11710	
ideal Printing, LLC	24 Greco Lane, Ste. A	Warwick	RI	02886	sales@idealprintingllc.com; joe@idealprintingllc.com
Image Printing & Copying	33 Plan Way #7	Warwick	R	02886	imagep@imageprintingri.com; kevin@imageprintingri.com
Indiana Printing & Publishing Company, Inc.	899 Water St. PO Box 10	Indiana	PA	15701	MJD@indianagazette.com
J.S. McCarthy Printers	15 Darin Dr.	Augusta	ME	04330	rick@jsmccarthy.com
KB Offset Printing, Inc.	3500 E. College Ave.	State College	PA	16801	lundam@theprinters.com
Kel-Print, Inc. d/b/a Sir Speedy	969 Park Ave.	Cranston	RI	02910	pat@sirspeedycranston.com
Lawrence & Brooks, Inc.	12 Sheldon St.	Providence	RI	02906	striedman@lawrenceandbrooks.com
Liberty Printing	247 Quaker Lane	W. Warwick	RI	02893	Liberty.printing@cox.net
Mark Altman & Assocs.	428 Main St.	Hudson	MA	01749	procurement@markaltman.com
May Graphics & Printing d/b/a Ledgeview Printing	359 Littleton Rd. PO Box 724	Westford	MA	01886	richm@ledgeviewprinting.com
Meridian Printing	1538 S. County Trail	E. Greenwich	RI	02818	pterreri@meridianprinting.com
Neoprint, Inc.	11 Alpha Rd.	Chelmsford	MA	01824	
Nittany Valley Offset	1015 Benner Pike	State College	PA	16801	sales@nittanyvalley.com
Penmor Lithographics	Eight Lexington St.	Lewiston	WE.	04241	pfillion@penmor.com; bgiguere@penmor.com; nbuck@penmor.com; epetersons@penmor.com
Continued next page					

Print Mail Pro	2500 McHale Ct., Ste. 100	Austin	XT	78758
Printcraft, Inc.	3076 Post Rd.	Warwick	R	02886 steve@printcraftri.com
Proforma/Graphic Works	238 Great Swamp Rd.	Glastonbury	CT	06033 Debra.smith@proforma.com
Pucino Print Consultants	631 Fletcher Rd.	N. Kingstown	RI	02852 pucinoprint@verizon.net
Regine Printing Co., Inc.	208 Laurel Hill Ave.	Providence	R	02909 sally@regineprinting.com; jean@regineprinting.com
Rhody Prints	1944 Warwick Ave.	Warwick	RI	02889 bobg@rhodybeat.com
RI Monthly Communications	280 Kinsley Ave.	Providence	RI	02903 pohare@rimonthly.com
RPI Printing	135 Waldron Rd.	Fall River	MA	02720 bud@rpiprinting.com
RRD Create Communications	300 Lang Blvd.	Grand Island	NY	14072 kim.gordon@rrd.com
Sheahan Printing Corp.	One Front St.	Woonsocket	RI	02895 dave@sheahanprinting.com
Staples Business Advantage	1901 Summit Tower Blvd.	Orlando	FL	32810 amanda.morales@staples.com; jason.gladfelter@staples.com
T. Pine Book & Catalog Printers	382 Leonard Bridge Rd.	Lebanon	CT	06249 robertcharper@gmail.com
Tara Biek Creative	214 SW Ocean Blvd.	Stuart	FL	34994 tara@tarabiekcreative.com
TCI Press	21 Industrial Ct.	Seekonk	MA	02771 sales@tcipress.com
The Allied Group	333 Bucklin St.	Providence	RI	02907 prainone@thealliedgrp.com
The Field Companies, Inc.	385 Pleasant St.	Watertown	MA	02471 kevinm@fieldcompanies.com; joem@fieldcompanies.com
Tiffany Printing Co.	952 Tiogue Ave.	Coventry	RI	02816 invitations@tiffanyprinting.com
WB Mason	99 Bald Hill Rd.	Cranston	RI	02920 nick.delauro@wbmason.com
World of Promotions	1310 Louis Ave.	Elk Grove Village	IL	60007 rosenfeldlayla@yahoo.com



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

FRANK J. PICOZZI MAYOR

ERIC J. EARLS, PE DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric J. Earls, Director of Public Works

Date: August 11, 2021

Subj: Bid2022-107 Professional Printing and Mailing of Recycling Calendar

This department has reviewed the six bids submitted on the above and recommends award to Indiana Printing and Publishing Company, Inc. as the lowest responsible bidder for the printing and mailing of the annual City recycling calendar.

The recommended cap is \$30,000, in the event there are additional proof revisions if necessary.

(68-203 - \$30,000)

Bid2022-100 Infield Mix

• 1 bid received

CODE:

70-281 Field Maintenance/Maintenance Materials

MANNER OF AWARD:

\$14,000.00

September 9, 2021 – September 8, 2023

RECOMMEND:

Richmond Sand and Stone, LLC

Richmond Sand and Stone, LLC 35 Stilson Road Richmond, RI 02898

Description	Year 1	Year 2
Price per yard delivered:	\$28.75	\$29.75

Bid2022-100 Infield Mix			-		
These were the vendors sent specifications for this bid.	for this bid.				
VENDOR	ADDRESS	CITY	STATE	ZIP	EMAIL
Cardi Corporation	400 Lincoln Ave.	Warwick	RI	02888	02888 bknox@cardi.com;sacardi@cardi.com
D'Ambra Construction Co., Inc.	80 Centre of New Englan	Coventry	RI	02816	02816 joliver@d-ambra.com; info@d-ambra.com
Dry Bridge Sand & Stone, Inc.	471 Dry Bridge Rd.	N. Kingstown	RI	02852	02852 Drybridgesand170@msn.com
©Lopes Construction, Inc.	490 Winthrop St.	Taunton	MA	08/20	02780 ddutra@glopesconst.com;ddutra@glopes.com
J.R. Vinagro	2208 Plainfield Pike	Johnston	RI	02919	02919 alexc@jrvinagrocorp.com;karenh@jrvinagrocorp.com
Material Sand & Stone Corp.	618 Greenville Rd.	N. Smithfield	RI	05896	02896 ray@materialconcrete.com
Narragansett Improvement Co.	223 Allens Ave.	Providence	RI	02903	02903 wepavenico@nicori.com
P.J. Keating Co.	875 Phenix Ave.	Cranston	RI	02921	02921 Istjean@pjkeating.com;bwoodhouse@pjkeating.com
Rawson Materials	Six Kennedy Dr.	Putnam	CT	09790	06260 Jeff.rawson@rawsonmaterials.com
Richmond Sand & Stone	35 Stilson Rd.	Richmond	RI	02898	mattrrmix@aol.com;twalsh.rss@gmail.com;richmondsandandstone@gmail.
We Lease It, Inc.	PO Box 7	Peacedale	RI	02883	02883 Kevinkyle80@gmail.com
Greenville Ready Mix	79 Cedar Swamp Rd	Smithfield	RI	02917	02917 greenvilleconcrete@gmail.com



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

FRANK J. PICOZZI MAYOR

ERIC J. EARLS, PE DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Public Works Director

Date: August 11, 2021

Subj: Bid2022-100 Infield Mix

We have reviewed the only bid submitted for the above and recommend award to Richmond Sand & Stone based on the prices submitted for a two year period for the purchase of infield mix for City ball fields.

The current bid expires on September 8, 2021. The new contract period will be September 9, 2021 to September 8, 2023. The recommended cap is \$14,000.00 for a two-year period.

(70-281-\$14,000)

Bid2022-067 Workers' Compensation Self-Insured Third-Party Administrator or Fully-Insured Carrier

• 6 bids received

CODE:

79-170 Fixed Cost/Workers Compensation

MANNER OF AWARD:

\$40,725.00

November 1, 2021 – October 31, 2024

RECOMMEND:

PMA Management Corp. of New England

PMA Management Corp. of New England 101 Barnes Road, Suite 300 Wallingford, CT 06492

> Claims Strategies, Inc. 70 Catamore Blvd. East Providence, RI 02914

The Beacon Mutual Insurance Company One Beacon Centre Warwick, RI 02886

> HUB International 222 Milliken Place Fall River, MA 02720

FutureComp/USI Insurance Services 475 Kilvert St., Building B, Suite 205 Warwick, RI 02886

Gallagher Bassett Services, Inc. 2850 Golf Road Rolling Meadows, IL 60008

Pricing as follows

	PMA Management	Claim Strategies	BMIC	HUB International	FutureComp	Gallagher Bassett
Section 1: Bid Price Summary for Per Case Bids	N/A	N/A	N/A	N/A		N/A
Price for service agreement for 15 lost time and 30 medical only cases November 1, 2021 - October 31, 2022 November 1, 2022 - October 31, 2023 November 1, 2023 - October 31, 2024					\$ 16,500.00 \$ 16,500.00 \$ 16,500.00	
Price of each lost time case in excess of 15 November 1, 2021 - October 31, 2022 November 1, 2027 - October 31, 2023					69 e4	
November 1, 2023 - October 31, 2024 November 1, 2023 - October 31, 2024 Price for each medical only in excess of 30					-	
November 1, 2021 - October 31, 2022 November 1, 2022 - October 31, 2023 November 1, 2023 - October 31, 2024					S S S	
Price for assuming open lost time case files (if any) November 1, 2021 - October 31, 2022 November 1, 2022 - October 31, 2023						
November 1, 2023 - October 31, 2024 Price for assuming open medical only case files (if any) November 1, 2021 - October 31, 2022					2	
November 1, 2022 - October 31, 2023 November 1, 2023 - October 31, 2024 November 1, 2023 - October 31, 2024 continued next page					Included Included Included	

	PMA Management	Claim Strategies	BMIC	HUB International	FutureComp	Gallagher Bassett
	(see Attachment I)	(see Attachment 2)			(see Attachment 3)	(see Attachment 4)
Section 2: Unified Bid Cost (preferred)				<u>N/A</u>		
November 1, 2021 - October 31, 2022	\$ 13,575.00	\$ 20,250.00	\$ 24,850.00		\$ 16,500.00	\$ 16,398.00
November 1, 2022 - October 31, 2023	\$ 13,575.00	\$ 20,250.00	\$ 26,093.00		\$ 16,500.00	\$ 16,890.00
November 1, 2023 - October 31, 2024	\$ 13,575.00	\$ 20,250.00	\$ 27,397.00		\$ 16,500.00	\$ 17,397.00
0						
4						
Total Contract Cost	\$ 40,725.00	\$ 60,750.00	\$ 78,340.00		\$ 49,500.00	\$ 50,685.00
Section 3: Fully Insured Cost	N/A	N/A	N/A		<u>N/A</u>	N/A
Total Contract Cost						
November 1, 2021 - October 31, 2022				\$ 420,000.00		
November 1, 2022 - October 31, 2023						
November 1, 2023 - October 31, 2024						

Allocated Expenses

Sarvica	The Francisco of the State of the Angel Company of the State of the St
Medical and Prescription Bill Review	Cost/Hour
Medical and Prescription Bill Review	\$10.00 per Bill and 28% of Network Savings Below
	Fee Schedule
Legal Services	Cost of Preferred Counsel
ISO Index	\$7.90 - \$13.10 Contingent upon Search Method and
	Services
Additional Optional Programs Utilized per	Client's Special Handling Instructions:
Independent Medical Exam	Vendor Scheduling Fee Plus Physician Cost
Subrogation Recovery Unit Service	15% of Gross Recovery
Medical Case Management (Rehabilitative,	\$98 per Hour
Vocational and Nurse Case)	φου pei noui
Recover at Work Solutions	\$98 per Hour
Medical Consultant (Physician) Review	\$350 per Review
Utilization Peer Review	\$235 per Review
Utilization Review (Concurrent or	\$105 per Review
Prospective)	φ103 pei Review
Point of Sale Pharmacy Program	\$35 per Review
PMA Care 24	\$98 per Call
Risk Control Services	\$150 per Hour
OSHA Reporting Preparation Services	\$10 per Incident (\$1,500 Annual Minimum)
	φτο per more ent (ψτ,000 Alfidal Millillium)

Medicare Solutions Utilized on Qualified Claims (See Flyer)

Service	Cost/Hour
Section 111 Reporting	\$8.00 per Claim Queried
Medicare Set-Aside Allocation	\$2,100 each
CMS Submissions	\$600 each
Medicare Conditional Payment Research	\$125 each
Medicare Conditional Payment Appeal or Dispute	\$250 each
Medicare Conditional Payment Research Final Demand	\$50 each
Medical Cost Projections	\$1,800 each
Evidence Based MSA	\$2,100 each
Life Care Plan	\$175 per Hour
Legal Nurse Review	\$1,800 per Review
Update of Prior MSA Report	\$750 per Report
Resolution Services	\$125 per Hour
Medicare/Social Security Verification	\$195 each
Medicaid Conditional Payment Research	\$250 each
Medicare Advantage Plan Conditional Payment Negotiation	\$500 each
Provider Relations Specialist	\$98 per Hour

Fees

Annual Flat Fee

November 1, 2021-October 31,2022	\$20,250
November 1, 2022-October 31,2023	\$20,250
November 1, 2023-October 31,2024	\$20,250

One-time fee for data conversion

Waived

Annual flat fee includes unlimited Lost Time claims, unlimited Medical Only claims and unlimited Incident Only claims. Fee is a flat annual fee inclusive of all claim and administration activities. This includes claim reporting, subrogation review and PPO offerings. Annual flat fee does not include allocated expenses, which will be billed back to the City of Warwick. This fee also includes all costs associated with the Section 111 Medicare Secondary Payor Reporting requirements. The above fee is inclusive of claim handling activities of all claims. There will be no additional "claim" fee's due under the terms of this agreement.

Allocated Expenses

Investigation

Information with Integrity \$63.00 per hour

DigiStream New England \$695 (half day)

\$1,095 (full day)

Case Management (catastrophic injuries)

Windham Group \$125 per hour

<u>Technology</u>

Claims Portal Access \$50 per month

Online Reporting \$25 per month

Independent Medical Exams

Priced by Provider \$1,000-\$1,500 (average)

Legal Services

Claim Strategies assists in negotiating fees & City can keep their current counsel at current rates

Loss Control

Jonathan Cuneo \$150 per hour



Pricing Detail

1. Claims Administration

\$ 16,500 annually

Tail Claims Handling Included

Online system access Included

Mandatory CMS federal reporting Included

Federally Mandated OFAC check of all checks Included

System reports Included

EDI reporting of 1st reports to the state Included

Issue 1099's Included

Data Conversion Included

Risk Management Center Included

Loss Control 20 hours included

2. Other Services Offered - Allocated Claims Expenses (service charged to the claim file only when used)

Medical Case Management \$95 per hour

Utilization Review \$95 per cert

Medical Bill Review \$1.25 per line

PPO Network 27% of savings

All allocated claims expenses are to be billed on each individual Claim File on which the Services are performed.

3. Loss Control Service

Loss Control Consultants

20 hours included, (After 20 hours - \$110 per hour)

4. Prescription Drug Program

	Retail Pricing	Mail-order Pricing
Brand	Average wholesale price minus	Average wholesale price minus
Generic	17% + \$ 2.00(dispensing fee)	19% + \$ 1.00 (dispensing fee)
	Average wholesale price <u>minus</u> 73% + \$ 4.00(dispensing fee)	Average wholesale price minus 73% + \$ 1.00 (dispensing fee)

Risk Management Services:

- Access to our Risk Management Center and Safety 911 program at no charge to the City of Warwick.
- FutureComp will provide all MMSEA reporting to CMS at no cost to the City of Warwick.\
- FutureComp will provide federally mandated OFAC check on all payments made on behalf of the City of Warwick at no cost to the City of Warwick.
- Electronic data interface (EDI) for claims reporting to the State at no cost to the City of Warwick.
- We will provide access to our claim system 24/7 at no cost to Warwick. Warwick will be able
 to view information regarding claims, run system reports and report claims for as many users
 as they wish.

Loss Control Services: Our proposal includes details of potential services that can be provided by our safety professionals. All services will be based upon a mutually agreed to plan of action between FutureComp and the City of Warwick. Services requested and preformed will be billed at \$110 per hour (after 20 hours which is included) and will only be incurred upon approval in advance from the City of Warwick.

Managed Care Services:

Medical Bill Review: FutureComp employs a highly sophisticated bill review process to manage the bill payment process and to properly apply RI rates, review for usual and customary, up coding and other irregularities. There is a charge of \$1.25 per line for this review and, after this review if applicable, 27% of realized savings for PPO fee reduction through our system. These fees are billed to each respective claim file as allocated loss expense.

Medical Case Management: FutureComp employs our own medical professionals to work in conjunction with our claim professionals in the management of claims. This establishes a more effective system as our team works closely together in real time to manage your claims. Medical management is only deployed upon approval of the client. We charge \$95.00 per hour for telephonic case management services. These charges are billed to the claim file as an allocated loss expense.

Utilization Review: Our medical professionals will oversee this process for the City of Warwick at the rate of \$95.00 per review conducted. These charges are billed to the claim file as an allocated loss expense.



FLAT FEE - LIFE OF PARTNERSHIP	Est. Claim Frequency	Fee
Workers' Compensation		
WC Medical Only	19	Included
WC Indemnity	10	Included
Incidents - Workers' Compensation	11	Included
Total Workers' Compensation Flat Fee		\$14,398

ADMINISTRATIVE SERVICES	Rate Estimated Annual Fee
Administrative Services	
Administration / Data Management	\$2,000
RMIS Standard License (2 RMIS Users)	Included
Total Administrative Services	\$2,000
TOTAL	\$16,398

This is a flat fee. The total flat fee will apply unless the claim counts are more than 10% higher than the anticipated frequency in any single claim service a above. If those thresholds are exceeded, additional claims will be billed at the following rates:

- Medical Only \$160
- Indemnity \$950
- Electronic Incident \$49

This is a three year agreement. In years two and three, the flat fee will increase by 3% each year. In addition, for claims beyond the 10% buffer threshold outlined above, the fees charges will also increase by 3% each year.



Assumed Claims - Life of Partnership	Est Claim Frequency	Per Claim Fee	Projected Service Fee
Workers' Compensation			
WC Medical Only	3	\$50	\$150
WC Indemnity	16	\$450	\$7,200
Total	19		\$7,350

Data Conversion / Integration Fees			Total
	and the second s		
Assumed Claim Data Transfer(Data conversion where GB assu	mes the claim har	ding and loads his	storic data
One Time Conversions		p	
Claims - Assumed	1	\$5,000	\$5,000
Financial Detail - Assumed	1		Included
Notes - Assumed	1		Included
Total Assumed Claim Data Transfer			\$5,000
Total Fees for Assumed Claims			\$12,350

Carrier Data Transfer Cost - Client's insurance company may assess a fee to unbundle Claims or to transfer Claims from a prior claims administrator to GB. If this fee is assessed by Client's insurance carrier directly against GB, Client shall reimburse GB for the full amount of any such fee, which shall be assessed on a direct pass-through basis without markup.

Claims will be handled for the life of the partnership with no additional per claim fees.

Assumed fees will be trued up once actual assumed claim count has been determined.



GBCARE MEDICAL MANAGEMENT SERVICES

	AL MANAGEMENT SERVICES
SERVICES	CHARGES
Fee Schedule	\$9.50 Per Bill
(Bill Review / UCR)	
All Other Savings	
 System Savings 	28% of Savings
 Clinical Validation/Nurse Review (CV) 	28% of Savings
 Preferred Provider Networks (PPO) 	28% of Savings
 Out Of Network (OON) 	28% of Savings
 Specialty Networks/Physical Therapy (PT) 	28% of Savings
Electronic Receipt of Medical Bills	\$2 additional per bill
Telephonic Case Management	
	\$85 Medical Triage
	\$325 per Indemnity daim (each 30 days)
	\$325 per Medical Only claim (one time)
	•
Hospital Certification Program	\$120 Inpatient Pre-Certification
Utilization Review Program	\$105 Outpatient Pre-Certification
UR Physician Review	\$270 per Review
Medical Case Management and Vocational Rehabilitation - Hourly	\$105 per hour plus expenses
	\$128 per hour plus expenses - AK, CA, HI, NY
Priority Care 365	
	\$90 per call
Texas HCN Service Option	
	Available options if dient enrolls in a Texas HCN
	(otherwise, Not Applicable)
	Option #1- Unbundled rate: \$17 per bill to include bill
	review & network access, \$75 for triage.
	Option #2- Bundled rate: \$27 per bill to include bill review, network access & Nurse triage.
	Option #3- Percent of savings: 9.5% of total savings to include bill review, network access & Nurse triage.
Other State Service Options:	For daims handled in the designated states
	A. B Mad A = Foot N. S.
•	(otherwise, Not Applicable)
California MPN Service Options	No additional fees beyond the normal Cost & Terms

PRICING



City of Warwick, RI 11/01/2021 - 11/01/2022

SERVICES	CHARGES
New York PPO Service Option	No additional fees beyond the normal Cost & Terms
West Virginia MHCP Service Option	Available option if dient enrolls in a West Virginia MHCP. If selected, fees include \$45 per claim. Network
	Management and Administration of \$45 per hour when required
Medical Cost Projection (MCP) and Clinical Recommendations	\$125 per hour
Pharmacy Benefit Management (PBM)	Cost of prescriptions - no charge for Bill Review or PPO reductions for PBM transactions
Durable Medical Equipment (DME)	Cost of medical equipment - no charge for Bill Review or
Program	PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.



OTHER SERVICES

OTHER SE	ERVICES
SERVICES .	CHARGES
RMIS Additional Users (RMIS Standard License	RMIS View-only User, \$500 annually per user
includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date
	Recoveries include subrogation, credits, fien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action.
	Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program	(GBLMP)
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings).
5 client licenses for Legal Analytics platform	Charged as discount off total payment remitted to
Attorney-led legal bill review	counsel and will be reflected as an allocated expense on the claim file.
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service

Bid2022-067 Workers' Compensation Self-Insured Third-Party Administrator or Fully-Insured Carrier	hird-Party Administrator or Fully-Insured	Carrier		
The following vendors were sent specifications				
	·			
VENDOR	ADDRESS	CITY	STATE	$\overline{ ext{ZIP}}$
Alternative Risk Administrators, Inc.	222 Main St. Ste. 250	Farmington	CT	06032
BMIC Service Corp. (Beacon Mutual)	One Beacon Centre	Warwick	RI	02886
Claim Strategies	70 Catamore Blvd.	E. Providence	RI	02914
Compnet Insurance Solutions, Inc.	91 Clemence St.	Providence	RI	02903
Cook & Company Insurance Services, Inc.	1025 Plain St./PO Box 1068			
		Marshfield	MA	02050
USI Insurance Solutions	5700 Post Rd.	E. Greenwich	RI	02818
Meadowbrook Insurance Group	10 New England Business Ctr., Ste. 303	Andover	MA	01810
PMA Management Corp. of New England	101 Barnes Rd., Ste. 300	Wallingford	CT	06492
RI Interlocal Risk Mgmt. Trust	501 Wampanoag Tr. Ste. 301	E. Providence	RI	02915
The ASU Group	Mail 2173 Commons Pkwy.	Okemos	MI	48805
T				

Bid2022-067 Workers' Compensation Self-Insured Third-Party Administrator or Fully-Insured Carrier	Third-Party Administrator or Fully-Insured	Carrier			
The following vendors were sent specifications					
VENDOR	ADDRESS	CITY	STATE	$\overline{ ext{ZIP}}$	EMAIL1
Alternative Risk Administrators, Inc.	222 Main St. Ste. 250	Farmington	CT	06032	nick@ara-claims.com
					dellis@beaconmutual.com;
BMIC Service Corp. (Beacon Mutual)	One Beacon Centre				tbenson@beaconmutual.com;
		Warwick	RI	02886	clawlor@beaconmutual.com
					jarnold@claimstrategies.com;
Claim Strategies	70 Catamore Blvd.	E. Providence	RI	02914	nmagnifico@claimstrategies.com
Compnet Insurance Solutions, Inc.	91 Clemence St.	Providence	RI	02903	
					sfullam@cookandcompany.comp
Cook & Company Insurance Services, Inc.	1025 Plain St./PO Box 1068				kenney@cookandcompany.com;
					rmcnamee@cookandcompany.co
		Marshfield	MA	02020	m
USI Insurance Solutions	5700 Post Rd.	E. Greenwich	RI	02818	Tony.szwez@usi.biz
Meadowbrook Insurance Group	10 New England Business Ctr., Ste. 303	Andover	MA	01810	cdipietro@meadowbrook.com
PMA Management Corp. of New England	101 Barnes Rd., Ste. 300	Wallingford	CT	06492	Alan_mathog@pmagroup.com
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	501 WZ-mannon Co. Tr. Sto. 201				chamilton@ritrust.com;
KI Interlocal Kisk Mgmt. Trust	301 Wanipanoag 11. stc. 301	E. Providence	RI	02915	blavallee@ritrust.com
The ASU Group	Mail 2173 Commons Pkwy.	Okemos	MI	48805	



CITY OF WARWICK DIVISION OF PERSONNEL

3275 POST ROAD – WARWICK, RHODE ISLAND 02886 TELEPHONE (401) 738-2011 – FACSIMILE (401) 732-7636

To:

Patricia Peshka, Purchasing Agent

From:

Steven M. Rotondo, Director of Personnel

Date:

August 16, 2021

Subject:

Workers' Compensation Third Party Administrator or Fully Insured Carrier.

The City issued RFP 2022-067 seeking a workers' compensation third party administrator or fully insured carrier. The City is currently self-insured and manages workers' compensation claims activity with the assistance of a third party administrator. While content with this arrangement, the City also invited proposals for fully insured plans.

The term of the contract is November 1, 2021, to October 31, 2024, with an option to renew for one or two years. Six organizations submitted a bid. They are represented in the tables below.

Third Party Administrators	3 Year Bid Cost
Claim Strategies	60,750
Future Comp	49,500
Gallager Bassett	62,528
PMA Companies	40,725
The Beacon Mutual Ins. Co.	78,340

Fully Insured Carrier	Year 1
HUB International	420,000

The Personnel Director, Director of Finance, and the City Controller reviewed the proposals based on the criteria defined in the RFP and then calculated a score using the following values (see Attachment A).

Firm Experience	30 points
Organizational Structure and Resources	20
Information Technology	10
Cost	<u>40</u>
Maximum Rating	100

<u>Firm Experience</u> – Demonstrated experience and capabilities of the firm to include breadth and depth of experience in workers' compensation claims administration overall – and in Rhode Island.

Page 2 of 2.

<u>Organizational Structure</u> - Resources available for this project, to include experience level of service providers, continuity of services, and ease of claims processing.

<u>Information technology</u> – Employer access to on-line data that is easy to navigate, comprehend, collate and generate reports.

Overall cost – Based on a three year contract for TPA, or one year of premiums (fully insured).

We recommend the PMA Companies. They are the incumbent service provider, and the low bidder. The City is satisfied with their service, and is particularly pleased with their case management data base. PMA has considerable experience in TPA, a team dedicated to the City, and a large network of professionals, which gives us confidence in organizational stability and continuity of service.

The City assessed the fully insured proposal in the context of its average, annual, worker's compensation costs. The average cost for fiscal years 2018, 2019 and 2020, was \$236,077, with the single highest year cost of 352,271. We anticipate that Fiscal 2021 will close at \$290,000. These costs encompass all expenses, including weekly indemnity, medical, legal, TPA and incidental case management fees. On the basis of this experience, we do not recommend adopting the fully insured proposal.

The budget code for workers' compensation is 79-170. Please reach out to me if you have any questions.

Respectfully Submitted,

Steven M. Rotondo

Attachment

ATTACHMENT A - Bid Evaluation – Workers' Compensation Self-Insured TPA or Fully Insured Carrier: 2022-067

Basis for Selection — Section 13(a) i-iv of the request for proposal. Experience with Rhode Island Workers' Compensation laws and procedures is critical to the experience rating.

Evaluation of Responders - Rating Schematic.

Organizational Structure & Resources – experience level of the service providers, continuity of services and ease of claims processing = 20 Experience – breadth and depth of experience in workers' compensation claims administration overall and in RI = 30

Information Technology – City access to on-line data that is easy to navigate, comprehend, collated and generate reports = 10

Overall Cost = 40

Third Party Administrators	Experience	Structure & Resources	Information Technology	Cost Score	Total
Claim Strategies	30	20	8	24	82
Future Comp	30	20	8	32	90
Gallagher Bassett	30	20	8	16	74
PMA Companies	30	20	10	40	100
The Beacon Mutual Ins. Co.	30	20	0	8	58

Fully Insured Carrier	Experience	Structure & Resources	Information Technology	Cost Score	Total
HUB International*					

^{*}See Memo, p. 2.

Cost Analysis - Unified Bid Cost

Third Party Administrators Year 1	Year 1	Year 2	Year 3	Total Estimated Bid Cost
Claim Strategies	20,250	20,250	20,250	60,750
Future Comp	16,500	16,500	16,500	49,500
Gallager Bassett	28,748	16,890	16890	62,528
PMA Companies	13,575	13,575	13,575	40,725
The Beacon Mutual Ins. Co. 24,850	24,850	26,093	27,397	78,340

Fully Insured Carrier	Year 1	Year 2	Year 3	Total Estimated Bid Cost	
HUB International	420,000	Unknown	Unknown	Unknown	

CODE: 66-369 Building Maintenance/Renovation Projects

SECTION 56-6

Bid2022-148 Remove & Replace Pilgrim Senior Center Dishwasher

United Restaurant Equipment Co. 1 Executive Park Dr. North Billerica, MA 01862

Contract Award: \$13,600.00

Contract Period: One time purchase



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

FRANK J. PICOZZI MAYOR

ERIC J. EARLS, PE DIRECTOR OF PUBLIC WORKS

To: Patricia Peshka, Purchasing Agent

From: Eric Earls, Director of Public Works 210

Date: August 19, 2021

Subj: Commercial Dishwasher

The Public Works Department is seeking permission to purchase a new commercial dishwasher for the Pilgrim Senior Center. Most companies that were contacted for a quote for a replacement unit do not sell, but only repair dishwashers. United Restaurant Equipment, Co. was not only responsive to the inquiry of purchase of a new dishwasher, but they also will dispose of the old dishwasher, assemble, set in place and modify existing dish tables to the new unit. Electrical and plumbing will be the responsibility of the City. It should be noted that the existing unit is from 1980.

Due to the time it has taken to find a responsive vendor, it is in the City's best interest to replace the dishwasher as soon as possible. The meal service is subsidized by federal funds and serves 50 to 60 seniors per day on average. Currently, the seniors are using paper products for their meals, which is not the best practice for them. However, this cannot be rectified until the dishwasher is replaced. The RI Department of Health has strict regulations regarding the cleaning and sanitizing of dishes utilized for meal services.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for United Restaurant Equipment, Co. in amount of \$13,600.00. The pricing includes freight to our facility. This is a one-time purchase, therefore a contract period is not necessary.

(66-369 - \$13,600.00)



Quotation

08/19/2021

To:

Warwick, City of **Robert Greenway** 3275 Post Rd Warwick, RI 02886 401-921-9638

Project:

Warwick Senior Center Dishwasher United Restaurant Equipment Co.

From:

Pat Theodoros

1 Executive Park Drive North Billerica, MA 01862

978-439-5500

978-439-5500 (Contact)

OLIOTE VALID UNTIL 8/27/2021

		QUOTE VALID UNTIL 8/27/2021		
Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, DOOR TYPE, VENTLESS	\$11,619.00	\$11,619.00
		Jackson WWS Model No. TEMPSTAR VENTLESS (VER)		
		TempStar® Dishwasher, door type, high temperature, with ventless &		
- 100		energy recovery, electric tank heat with built-in 70° F booster,		
		approximately (39) racks/hour (0.89 gallons per rack), universal		
		(straight-thru/corner) type, stainless steel exterior, electro mechanical controls, pressure regulator provided (for installation by		
		others), Sani-Sure™, door interlock, dishtable not included, cETLus,		
		ETL-Sanitation, ENERGY STAR® (Requires Assembly)		
	1 ea	1 year parts & labor warranty, continental USA, standard		
		70 degree rise booster heater, standard		
		208V/60/3-ph, 10.5 kw, 45.6 amps		
	1 ea	06401-004-85-80 Drain Water Tempering Kit (DynaStar models,	\$531.00	\$531.00
		TempStar® models and NXP-HTD)		
		IT.	EM TOTAL:	\$12,150.00
	1 ea	LABOR	\$1,450.00	\$1,450.00
	Lect.	United Restaurant Equipment Model No. LABOR/DELIVERY		
Conn.		Inside Delivery, Uncrate, Assemble and Set in place. Modify existing		
		dishtables as needed, then fasten and seal to dishwasher.		
		Remove and dispose of old dishwasher.		
		Remove and dispose of existing ductwork from just above suspended	Ī	
		ceiling level. Cut duct just above ceiling + leave alone everything		
		above the ceiling.		
		ALL PLUMBING AND ELECTRICAL- NOT INCLUDED.		
		RPLACEMENT CEILING TILES / CEILING GRID - NOT INCLUDED		
		IT	EM TOTAL:	\$1,450.00
		Total		\$13,600.00
А	cceptar	nce: Date:		
P	rinted N	Name:		

Initial:

Models ☐ TempStar® VER



Warewashing Systems

TempStar® with Ventless and Energy Recovery

Energy Recovery

☐ TempStar® HH-E VER

Project	
ltem	
Quantity	
CSI Section 11400	
Approval	_
Date	_
Date	-

<u>. Byar</u>	
Jackson	
1	[Jackson]
4	
	3

Standard Features

- Ventless: Does not require a hood
- · Energy Recovery
- · Internal condensing system minimizes water vapor
- Sani-Sure[™] final rinse system ensures proper rinse water temperature
- Multi-cycle timer (Extra Heavy, Heavy, Medium, Normal)
- · Specially designed stainless steel nozzles provide superior cleaning action
- · Automatic tank fill/auto-start
- Door switch
- · Door interlock
- · Pressure regulator is provided for installation by others
- Delime/manual wash switch
- · Hi-limit thermostat and low water protection
- Uses standard 20" X 20" (508 mm X 508 mm) racks
- · Detergent/rinse additive signal connection fuse box
- Self-draining stainless steel pump
- Built-in 70° F (38.9° C) rise booster
- · Field convertible from straight through to corner and vice versa (kit required)

Mandatory Specs

Specify voltage Specify booster size

Options

- 460V Electrical
- □Sipgle Phase~~
- Drain Water Tempering Kit
- Scaltro
- ☐ Water Hammer Arrestor
- ☐ Flanged Feet
- ☐ False Panel (for corner installations)
- ☐ Security Package

Accessories

- 36-Compartment Rack
- 4-1/8" tall (105 mm)
- 5-5/8" tall (143 mm) 7" tall (178 mm)
- Combination Rack
- Peg Rack

Specifications

- · TempStar VER uses 0.89 gallons (3.37 liters) of water per rack; TempStar HH-E VER uses 0.72 gallons (2.73 liters) of water per rack
- · TempStar VER (normal) cycle time 87 seconds; TempStar HH-E VER (normal) cycle time - 90 seconds
- TempStar VER 41 (39)* racks per hour (normal cycle); TempStar HH-E VER - 40 (37)* racks per hour (normal cycle)
- · Single point connections for all utilities
- · Cold water connection only
- · Durable stainless steel construction

- · TempStar VER 17.25" (438 mm) vertical chamber clearance
- TempStar HH-E 20.75" wide x 27" high (527 mm x 686 mm) opening accommodates 18"x 26" (457 mm x 660 mm) sheet pans and 60-quart mixing bowls
- · TempStar VER is field phase convertible (kit required)
- · Both models require some assembly
- · 1-year parts and labor warranty

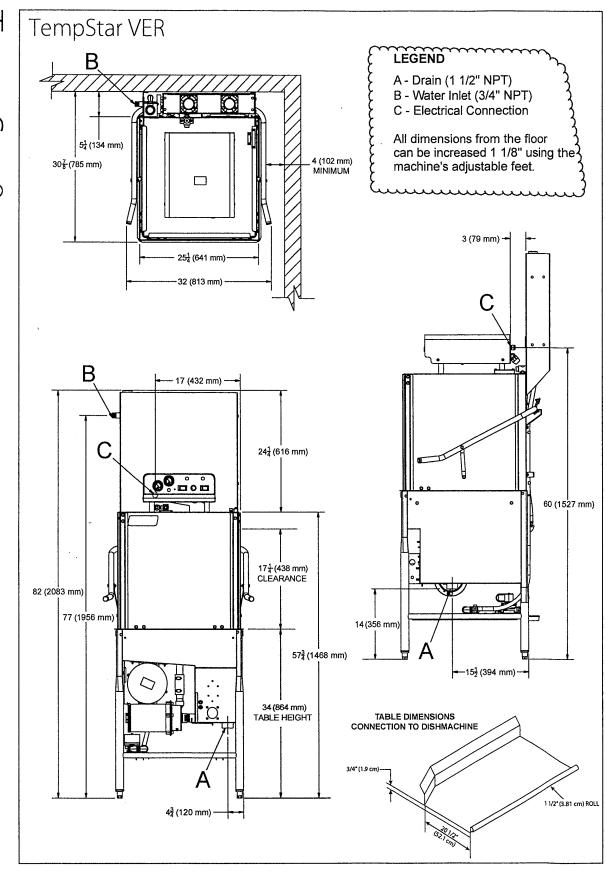




*Racks per hour calculated with NSF suggested load time of five (5) seconds for door-type (straight thru)

www.jacksonwws.com

TempStar® with Ventless and Energy Recovery



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	MACHINE DIMENSIONS		DRAIN	SHIPPING I	NFORMAT	IFORMATION					
MODEL NO.	HEIGHT	WIDTH	WIDTH BETWEEN TABLES	DEPTH	HEIGHT	WEIGHT	CLASS	CUBE	HEIGHT	WIDTH	DEPTH
TempStar VER	82" (2083 mm)	32" (813 mm)	25-1/4" (641 mm)	30-7/8" (785 mm)	14" (356 mm)	358 lbs (163 kg)	200	87.79 cu. ft.	86 " (2185 mm)	42 " (1067 mm)	42" (1067 mm)
TempStar HH-E VER	93" (2362 mm)	28-5/8" (727 mm)	25-1/4" (641 mm)	35-5/8" (905 mm)	11-3/4" (298 mm)	451 lbs (205 kg)	200	84.35 cu. ft.	82.625" (2099 mm)	42″ (1067 mm)	42" (1067 mm)
DIMENSION	REQUIREM	ENTS			7	ELECTRIC	AL REQUI	REMENTS	****	m	m
Wall Clearan	ce (minimum)		0" (0 n	nm)	Model		Power	Total	Minimum Circuit	Maximum Overcurrent
Clearance ab	ove Heat Exc	hanger (min	imum)	6" (152	mm) {	Model		Supply	Load	Ampacity	Protection
Standard Tab	le Height			34" (864	(mm)	TempStar \	/ER	208/60/3	45.6 A	46.8 A	50 A

Inside Vertical Clearance - TempStar	17-1/4	17-1/4" (438 mm)			
Inside Vertical Clearance - TempStar	27" (686 mm)				
OPERATING CAPACITY					
	Normal	Medium	Heavy	Extra Heavy	
Racks per Hour - TempStar VER	41 (39)*	24 (23)*	17 (16)*	11 (10)*	
Racks per Hour - TempStar HH-E VER	40 (37)*	23 (22)*	16 (16)*	10 (10)*	

OPERATING TEMPERATURES			
Wash (minimum) - TempStar VER	150 °F (66 °C)		
Wash (minimum) - TempStar HH-E VER	155 °F (69 °C)		
Rinse (minimum)	180 °F (82 °C)		

OPERATING CYCLE FOR TEMPSTAR VER					
	Wash	Rinse	Dwell	Condensate Removal	Total Cycle
Normal	40	10	7	30	87
Medium	100	10	7	30	147
Heavy	160	10	7	30	207
Extra Heavy	280	10	7	30	327

OPERATING CYCLE	FORTEMPSTAR	HH-E VE			
	Wash	Rinse	Dwell	Condensate Removal	Total Cycle
Normal	40	10	10	30	90
Medium	103	10	10	30	153
Heavy	163	10	10	30	213
Extra Heavy	283	10	10	30	333

WATER REQUIREMENTS	TempStar VER	TempStar HH-E VER			
Inlet Temperature	40 - 90 °F (4	40 - 90 °F (4.4 - 32.2 °C)			
Gallons per Hour	ਤੇ _{6.49} ਉਡੀ (138.1ਤੀ ਜ਼	28:88°gdi (199:02-L)			
Gallons per Hour**	34.71 gal (131.39 L)	26.64 gal (100.84 L)			
Gallons per Rack	0.89 gal (3.37 L)	0.72 gal (2.73 L)			
Waterline Size MIP (minimum)	3/4"	3/4"			
Drainline Size IPS (minimum)	1- 1/2"	1- 1/2"			
Flow Pressure (PSI) Connection	40	40			
Operating Flow Pressure (PSI)	10	10			
Wash Tank Capacity	8 gal (30 L)	8 gal (30 L)			
Booster Tank Capacity	3 gal (11 L)	3 gal (11 L)			

HOW TO SPECIFY: TempStar* VER HOW TO SPECIFY: TempStar® HH-E VER

Model	Power Supply	Total Load	Minimum Circuit Ampacity	Maximum Overcurrent Protection	
TempStar VER	208/60/3	45.6 A	46.8 A	50 A	
سسست	~230}68/3 ~	MARRIE -	esphyse.	~ ABBAN	
	460/60/3	24.2 A	24.7 A	30 A	
	208/60/1	75.2 A	76.5 A	80 A	
	230/60/1	82.7 A	83.9 A	90 A	
TempStar HH-E VER	208/60/3	51.8 A	54.6 A	70 A	
	230/60/3	56.0 A	58.8 A	70 A	
	460/60/3	25.7 A	26.5 A	30 A	
	208/60/1	81.4 A	84.2 A	100 A	
	230/60/1	88.9 A	91.7 A	100 A	

TANK HEATER SPECIFICATIONS		
	Volts	KW
Electric Wash Tank Heater	208V	4.1
	230V	5.0
	460V	5.0
Electric Rinse Tank Heater - 70°F (38.9°C) Rise	208V	10.5
	230V	12.9
	460V	12.9

WASH PUMP MOTOR	·
Wash Pump Motor - TempStar VER	1 hp
Wash Pump Motor - TempStar HH-E VER	2 hp

AMBIENT HEAT LOAD (as tested on standard height model)		
Latent Heat (BTU)	5300	
Sensible Heat (BTU)	4500	

NOTE: COLD WATER CONNECTION NO HOT WATER REQUIRED.

*Racks per hour calculated with NSF suggested load time of five (5) seconds for door-type (straight thru) **Gallons per hour calculated with NSF suggested load time of five (5) seconds for door-type (straight thru)

Jackson WWS, Inc.

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