

CITY OF WARWICK

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

NO: _____

APPROVED: _____ MAYOR

DATE: _____

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

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2014 - 155	Lease of Space on Telecommunication Tower 450 Cowesett Road	Cellco Partnership d/b/a Verizon Wireless One Verizon Way Mail Stop 4AW100 Basking Ridge, NJ 07920	Revenue \$330,159.72	10 years from date of award		
2017 - 082	Professional Consulting Firm to Assist with the Development of a Renewable Energy Strategy	Clean Economy Development, LLC 127 Dorrance St. 5 th Fl. Providence, RI 02903	\$5,000.00			
2017 - 142	Taser Packages	Taser International 17800 N. 85th St. Scottsdale, AZ 85255	\$4,800.00			56 - 6

Continued next page

PCR-126-16

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2017 - 143	GeoCell Advanced Cellphone Investigations	GeoCell, Inc. PO Box 131351 The Woodlands, TX 77393	\$2,825.00			56 - 6
2017 - 144	Magnet IEF Essentials	Magnet Forensics 156 Columbia St. West Unit 2 Waterloo, ON N2L 3L3 Canada	\$5,997.00			56 - 6
2017 - 145	RI Motor Vehicle Pricing Modifications	Tyler Technologies, Inc. (MUNIS) 370 US Route 1 Falmouth, ME 04105	\$4,462.50			56 - 6
2017 - 146	Annual Website Hosting	Virtual Town Hall Holdings, LLC 1300 Massachusetts Ave., Ste. 100 Boxborough, MA 01719	\$4,500.00	10/1/16 - 9/30/17		56 - 6
2017 - 149	Moving Donated Furniture	Conlon Moving & Storage 55 Mead St. Seekonk, MA 02771	\$16,785.00			56 - 6

Continued next page

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code
2017 - 147	State of RI Telecommunication Services/Installation & Parts	<p>American Tele-Connect Services, Inc. 64 Pettaconsett Ave. <u>Cranston, RI 02920</u></p> <p>ePlus Technology, Inc. 13595 Dulles Technology Dr. <u>Herndon, VA 20171</u></p> <p>Signet Electronic Systems, Inc. 106 Longwater Dr. <u>Norwell, MA 02061</u></p> <p>Sertex, LLC 22 Center Pkwy. <u>Plainfield, CT 06374</u></p> <p>3rd Millennium Communications, Inc. 29 Nate Whipple Hwy. <u>Cumberland, RI 02864</u></p> <p>Synet, Inc. 205 Hallene Rd., Ste. 101 <u>Warwick, RI 02886</u></p> <p>AZ Corp. 46 Norwich Westerly Rd. Box 370 N. Stonington, CT 06359</p>	\$10,000.00	Date of award - 8/31/18	1	56 - 10

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

1. Request permission to piggyback MPA #404.

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

Patricia A. Peshka

Purchasing Agent




Scott Avedisian

Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2000 Ext. 6240
Fax (401) 737-2364

TO: Members of the Finance Committee

FROM: Patricia A. Peshka, Purchasing Agent 

DATE: September 23, 2016

RE: Bids for the Finance Committee on Monday, October 3, 2016

OCTOBER 3, 2016 TABLE OF CONTENTS

<u>BID #</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
2014-155	Lease Space on Telecommunication Tower 450 Cowesett Rd.	1 - 24
2017-082	Professional Consulting Firm to Assist with the Development Of a Renewable Energy Strategy	25 - 44
2017-142	Taser Packages (Sec. 56-6)	45 - 51
2017-143	GeoCell Advanced Cellphone Investigations (Sec. 56-6)	52 - 58
2017-144	Magnet IEF Essentials (Sec. 56-6)	59 - 65
2017-145	RI Motor Vehicle Pricing Modifications (Sec. 56-6)	66 - 67
2017-146	Annual Website Hosting (Sec. 56-6)	68 – 70
2017-149	Moving Donated Furniture (Sec. 56-6)	71 - 79
2017-147	State of RI Telecommunication Services/Installation & Parts (Sec. 56-10)	80 - 101

RFP#2014-155 Lease of Space on Telecommunication Tower 450 Cowesett Road

- 1 bid submitted

REVENUE

CODE 100-03647 General Fund/ AT&T-Sprint-Metro Rental

MANNER OF AWARD \$330,159.72
10 Years from date of award

RECOMMEND Cellco Partnership d/b/a Verizon Wireless

=====

Cellco Partnership d/b/a Verizon Wireless
One Verizon Way
Mail Stop 4AW100
Basking Ridge, NJ 07920

Pricing as Follows

Continued next page

RFP#2014-155 Lease of Space on Telecommunication Tower 450 Cowesett Road

TERM	MONTHLY RENT	ANNUAL*
<i>INITIAL TERM</i>		
YEAR 1	\$2,400	\$28,800
YEAR 2		\$29,664
YEAR 3		+ 3%
YEAR 4		+ 3%
YEAR 5		+ 3%
YEAR 6		+ 3%
YEAR 7		+ 3%
YEAR 8		+ 3%
YEAR 9		+ 3%
YEAR 10		+ 3%

TERM	MONTHLY RENT	ANNUAL*
<i>RENEWAL TERM ONE**</i>		
YEAR 1		Year 10 + 3%
YEAR 2		+ 3%
YEAR 3		+ 3%
YEAR 4		+ 3%
YEAR 5		+ 3%

TERM	MONTHLY RENT	ANNUAL*
<i>RENEWAL TERM TWO***</i>		
YEAR 1		Year 15 + 3%
YEAR 2		+ 3%
YEAR 3		+ 3%
YEAR 4		+ 3%
YEAR 5		+ 3%

* Minimum annual escalation of the greater of 3% annually or the Boston Area CPI

** Firm's option to renew lease

*** City's option to renew lease

Telecommunications Contact List

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Basking Ridge, NJ 07920
Ellen.dalmus@verizonwireless.com

William DePasquale, Jr., AICP
Planning Director



Scott Avedisian
Mayor

CITY OF WARWICK
Planning Department
3275 Post Road, Annex; Warwick, RI 02886
Tel. (401) 738-2000 Ext. 6289
T.D.D. (401) 739-9150

MEMORANDUM

To: Patricia Peshka, Purchasing Director

From: Dan Geagan, Principal Planner *DG*

Date: 9/20/2016

RE: **450 Cowesett RFP #2014-155 Lease of Space on Telecommunication Tower 450
Cowesett Road**

The Planning Department has reviewed Bid #2014-155 for lease of space on an existing telecommunications tower located at 450 Cowesett (Fire Station #5) and recommends that Bid #2014-155 be awarded to *CELLCO Partnership* doing business as *Verizon Wireless* in the lease amount payable to the City of Warwick of \$28,800.00 (Year 1) with a 3 percent annual increase (i.e. Year 2 would be in the amount of \$29,664.00).

The space on the tower was formerly occupied by Cox TMI Wireless who terminated their lease agreement in 2013. As the site on the tower became available the City issued an RFP to solicit proposals, Verizon was the only bidder.

The proposed lease agreement is for a maximum of twenty years with Term 1 being ten years followed by two 5 year renewable terms.

The lease provides for the 80+/- spot on the 90' tower with a 14' x 32' ground lease area for equipment.

SITE NAME: Warwick 8, RI
SITE NUMBER: Project# 2011624135, Location Code: 2519171
ATTY/DATE OF DRAFT: Joseph M. Hall / 5/24/2016

TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 2016, between THE CITY OF WARWICK with its principal offices located at 3275 Post Road, Warwick, Rhode Island 02886-7191, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. DEMISED PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 450 Cowesett Road, Warwick, Kent County, Rhode Island, as shown on the Tax Map of the City of Warwick as Plat 233, Lot 67 and being further described in Deed Book 432 at Page 487 as recorded in the Land Evidence Records of the city of Warwick (Exhibit A) (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment and cabinets as set forth in Exhibit "B"; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12) foot wide right-of-way extending from the nearest public right-of-way, Cowesett Road, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "B", attached hereto and made a part hereof, collectively referred to as the "Demised Premises."

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Demised Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A." Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Eight Thousand, Eight Hundred Dollars (\$28,800) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The annual rental payments for the Second (2nd) year and each subsequent year of the lease term shall be equal to one hundred three percent (103%) of the annual rental payable with respect to the immediately preceding year. [By way of example, the rent for the second (2nd) year of the initial term shall be Twenty-Nine Thousand, Six Hundred Sixty-Four Dollars (\$29,664).] The Agreement shall commence ninety (90) days after final city council approval of this Lease Agreement, or upon issuance of a building permit for the project, whichever event occurs first (the "Commencement Date") with the initial rent payment due on the first (1st) day of the month and the first (1st) day of each and every month thereafter.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby represents and warrants that LESSOR has an interest in, and the requisite authority to enter into and receive payments under this Agreement, that LESSOR has good and sufficient title to the Demised Premises. LESSOR hereby agrees to provide LESSEE a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and such other reasonable and ordinary documentation requested by LESSEE in LESSEE's reasonable discretion regarding this Agreement or in furtherance of this Agreement.

c. The Parties acknowledge that LESSOR prefers not to be billed directly for LESSEE's utility costs. LESSEE shall obtain its own electric power and telephone directly from the utility. LESSOR shall, at all times during the Term, provide access to LESSEE to enable LESSEE to establish electrical service and telephone service within the Demised Premises. LESSEE shall furnish and install an electrical meter at the Demised Premises for the

measurement of electrical power used by LESSEE's installation. If any utility denies direct service to the LESSEE then in such event the LESSEE may petition LESSOR to install an electrical sub-meter permitted by the local utility company servicing the Demised Premises, LESSEE shall furnish and install an electrical sub-meter at the Demised Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is approved by LESSOR and installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, or emailed to: livebills@ecova.com. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Demised Premises), a temporary power source, and all related equipment and appurtenances within the Demised Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Demised Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for one (1) additional five (5) year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

This Agreement shall automatically be extended for a second (2nd) five year term unless LESSEE terminates the Agreement at the end of the then current term by giving to the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rent for each year of any extension from the initial term of this Agreement [being year eleven (11) of this Lease] shall be increased one hundred three percent (103%) from the annual rent with respect to the immediately preceding year.

6. ADDITIONAL EXTENSIONS. This Lease shall not automatically renew after the end of the second (2nd) five (5) year term. Twelve (12) months prior to the end of the second (2nd) five (5) year term, LESSEE shall notify LESSOR whether it wishes to extend the Lease for an additional five (5) year term by giving written notice to LESSOR as provided herein. In such case, upon receipt of said notice from LESSEE, LESSOR may within sixty (60) days of receipt of such notice either notify LESSEE in writing of its intention to renegotiate or to terminate the Lease. In the event that the Parties agree to extend the Lease, the annual rental for any such additional five (5) year term, or longer term as the Parties shall agree, shall be as LESSOR and LESSEE agree in writing. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Demised Premises which LESSOR demonstrates is the result of LESSEE's use of the Property and/or Demised Premises and/or the

5/24/2016

installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Demised Premises. LESSOR is exempt from any personal property, real estate taxes, assessments, or charges on the Property or Demised Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property and/or Demised Premises. Notwithstanding the foregoing, LESSEE shall not have the obligation, if permitted by law, ordinance and/or regulation, to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Demised Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right; within Demised Premises, to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Demised Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Demised Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is

5/24/2016

otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Demised Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Demised Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. If LESSEE terminates this Lease Agreement pursuant to subsection (v) or (vi) herein and such termination takes effect before the end of an existing term., LESSEE will pay LESSOR a termination fee equivalent to one-year's rent at the then current rate. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the Indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Property and Demised Premises, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Property or Demised Premises shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agrees that at its own cost and expense, LESSEE will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence. LESSEE agrees that it will include the LESSOR as an additional insured in their insurance policy(ies) obtained pursuant to this provision.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or

services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. If the LESSEE terminates the Agreement, the LESSEE shall pay to LESSOR a termination fee which shall be the equivalent of one (1) year's value of the then current annual rent. No termination fee shall be paid for a termination which occurs at the end of an existing lease term. In the case of termination, the conduits and all electrical connections shall remain at the discretion of the LESSOR and become property of the LESSOR at no cost. Other than as stated herein, the LESSOR shall not have the right to terminate, revoke or cancel this agreement.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. Emergency access shall be provided twenty-four (24) hours a day, seven (7) days a week. LESSEE shall give to LESSOR twenty-four (24) hours advance notification for routine maintenance at the Demised Premises. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Demised Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR after notice by LESSEE in accordance with Paragraph 25, "NOTICES," below, fails to make such repairs, including maintenance within sixty (60) days after receipt of such notice, the LESSEE may make such repairs as LESSEE deems necessary and appropriate and invoice the LESSOR for such repairs and the cost thereof. LESSEE may take such legal action as it deems necessary and appropriate to obtain reimbursement from LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower

and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

c. LESSEE's use at the Demised Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location. During the term of LESSEE's temporary relocation, LESSEE's rent to LESSOR shall be reduced by fifty percent (50%) until completion of such maintenance, repair or similar work which will permit LESSEE's return to the Demised Premises.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM.

a. Subject to the right of LESSOR to elect to retain certain of LESSEE's personal property as provided in subparagraph b. hereafter, the LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, antenna structure(s) (except the tower and footings which were installed by others), equipment, conduits, fixtures and all personal property and restore the Demised Premises to its original condition at the time of this Lease, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Demised Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the equipment, antenna structure, fixtures and all personal property is completed.

b. At the end of the Term, the LESSOR may elect to retain some of the LESSEE's personal property, including which may include LESSEE's the antenna mounting platform (but not the antenna) conduits and related personal property. LESSOR shall not be entitled to retain LESSEE'S antenna, equipment cabinets or their contents or the propane generator and its appurtenances, all of which shall remain LESSEE'S property). LESSOR shall notify LESSEE of LESSOR'S desire to so retain said personal property of the LESSEE within ninety (90) days after the expiration and/or termination of this Agreement. Upon said action, the described LESSEE's personal property shall remain on the Demised Premises and shall become the property of the LESSOR and LESSEE's obligation to remove such personal property from the Demised Premises shall be waived and released by LESSOR.

17. HOLDOVER. LESSEE has no right to retain possession of the Demised Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Demised Premises, whether separately or as part of a larger parcel of which the Demised Premises is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Demised Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party,

LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Demised Premises to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Demised Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to all or a portion of the Demised Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to all or a portion of the Demised Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall be released from its obligations to LESSEE under this Agreement, and LESSEE shall not have the right to look to LESSOR for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Demised Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR, to the best of LESSOR's knowledge, further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Demised Premises by LESSEE as set forth above

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT/SUBLEASE. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may not sublet the Demised Premises and/or sublease tower slots (co-location)

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Warwick
c/o Department of Finance
City Hall Annex Building
3275 Post Road
Warwick, Rhode Island 02886-7191

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future

5/24/2016

master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Demised Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not

maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Demised Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of

liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Demised Premises, unless such conditions or concerns are caused by the specific activities of LESSEE in the Demised Premises.

b. The Parties shall hold each other harmless and indemnify each other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply by the indemnifying Party with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the other Party; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, including activities and conditions relating to the use and removal of any underground storage tanks now or previously situated on the Property and specifically relating to the 10,000 gallon tank removed by the LESSOR in 1998, unless such environmental conditions are caused by the other Party.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Demised Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Demised Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Demised Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Demised Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Demised Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Demised Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Demised Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days

5/24/2016

after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Demised Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Demised Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Demised Premises taken bears to the total rentable area of the Demised Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Demised Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Demised Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Demised Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Demised Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Demised Premises (other than general office use); and (b) all building codes requiring modifications to the Demised Premises due to the improvements being made by LESSEE in the Demised Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. INSPECTIONS. The LESSEE shall inspect the Demised Premises pursuant to their customary and ordinary maintenance and repair programs for the following, but not limited to: structural integrity as it may apply to LESSEE's antenna installation recognizing that the tower is owned by the LESSOR, safety and compliance with all Federal State and Local requirements, regulations and codes. Inspections should focus on and are limited to the conditions of LESSEE's equipment and installations. All written inspections and reports including those conducted and certified by a registered, professional engineer, prepared for the LESSEE shall be provided to the LESSOR upon request.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF WARWICK

By: _____

Its: _____

Date: _____

WITNESS

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick on this _____ day of _____, 2016 before me personally appeared _____, to me known and known by me to be the _____ of the City of Warwick and the party for and on behalf of the City of Warwick, Rhode Island who executed the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed individually and in his/her said capacity and the free act and deed of the City of Warwick, Rhode Island.

NOTARY PUBLIC

Print Name: _____

My commission expires: _____

LESSEE:

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

[Handwritten Signature]

By: [Handwritten Signature]
Andrew Allen

WITNESS

[Handwritten Signature]

Its: Director Network Engineering

Date: 8/5/16

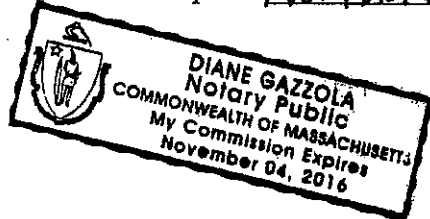
Massachusetts

STATE OF ~~ILLINOIS~~
COUNTY OF ~~COOK~~ WORCESTER

On this 5 day of August, 2016 before me appeared Lynn Ramsey the DIRECTOR NETWORK ENGINEERING
Vice President Field Network of Cellco Partnership d/b/a Verizon Wireless, to me personally known, who, being by me duly sworn, did say that she is authorized by Cellco Partnership, d/b/a Verizon Wireless, to execute the foregoing instrument and that said instrument was signed on behalf of said partnership and acknowledged said instrument to be her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

[Handwritten Signature]
Notary Public
Print name: Diane Gazzola
My Commission expires: 11/4/2016



VS, PASCO S. MACERA and GIOVINA MACERA, his wife,
of the City of Cranston in the State of Rhode Island,

for consideration paid, grant to

CITY OF WARWICK,
a municipal corporation established under the laws of the State of
Rhode Island,

with WARRANTY COVENANTS

That tract or parcel of land with all buildings and improve-
ments thereon situated on the southerly side of Covasset Road in
the City of Warwick and State of Rhode Island bounded and described
as follows:

Beginning at a drill hole in a stone wall on the southerly line
of Covasset Road, said point of beginning being the northwesterly
corner of the premises herein described and at the northeasterly
corner of land now or formerly of Romeo S. Piscorne, Jr. et al; thence
easterly bounding northerly on Covasset Road two hundred thirty (230)
feet to a corner; thence southerly at an interior angle of 86° 14' 22"
two hundred twenty (220) feet to a corner; thence westerly at an in-
terior angle of 93° 45' 38" two hundred thirty (230) feet to said
Piscorne land, the last two courses bounding easterly and southerly on
other land of Pasco S. Macera and wife; thence northerly at an interior
angle of 86° 14' 22" bounding westerly on said Piscorne land two hundred
twenty (220) feet to the point and place of beginning, said last course
forming an interior angle of 93° 45' 38" with the first mentioned course.

Said parcel contains an area of 30,491 square feet of land.

Being a portion of the premises conveyed by Joshua S. Godfrey
and wife et al to these grantors by deed dated July 3, 1950 and re-
corded in the Records of Land Evidence in said City of Warwick in Book
223 at page 338.



Witness our hands this 6th day of October, 1972

P. S. Macera

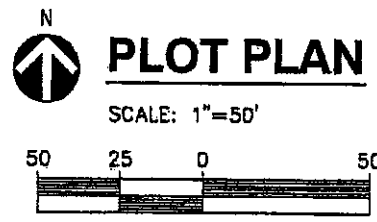
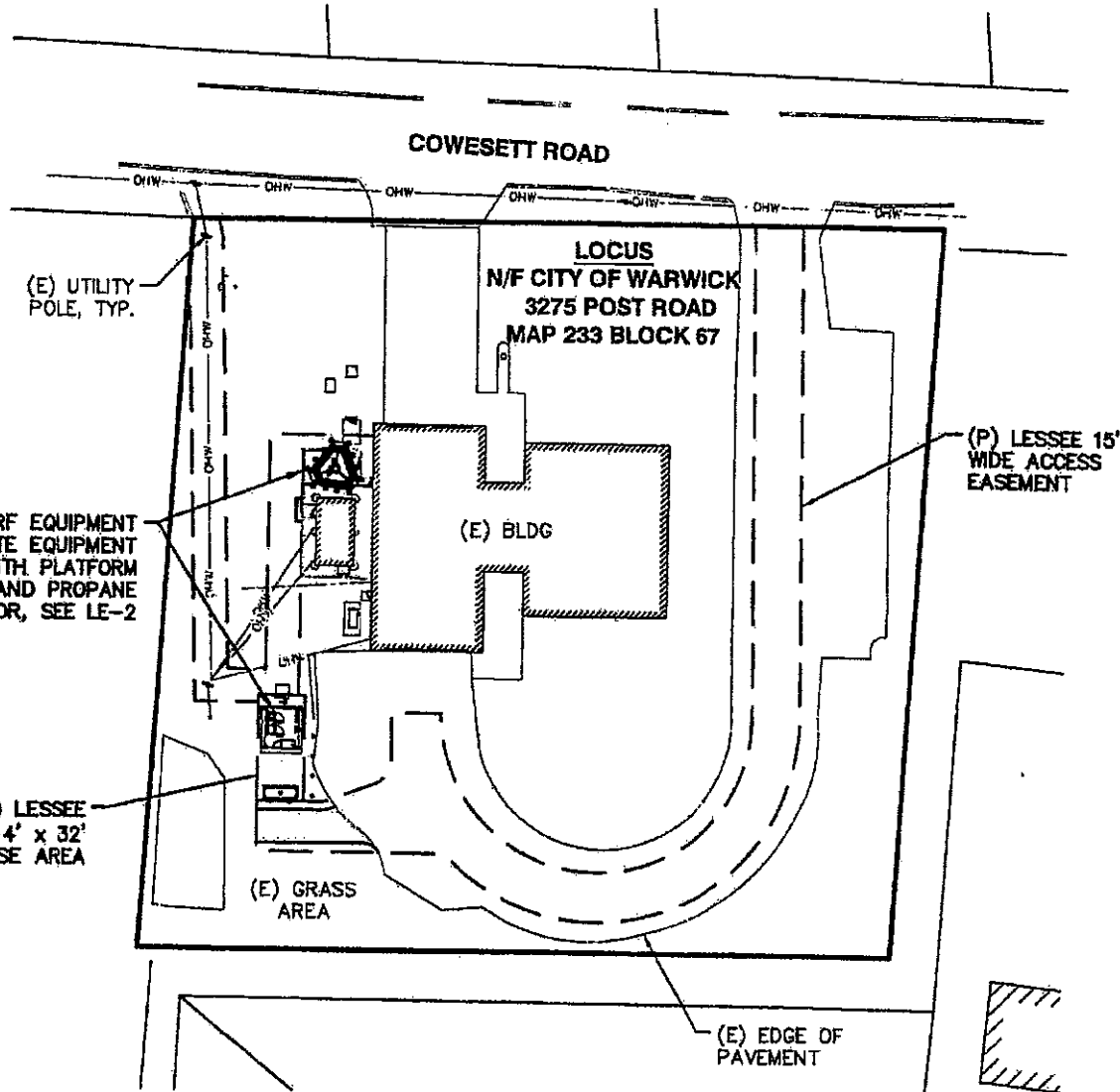
Giovina Macera

State of Rhode Island }
COUNTY OF *Providence* }
in and for the County of *Providence* on the 6th day of *October*, 1972
before me personally appeared the above named Grantors

PASCO S. MACERA and GIOVINA MACERA, his wife,

to me known and known by me to be the parties executing the foregoing instrument,
and they acknowledged said instrument, by them executed, to be their free act and deed.

Witness my hand and seal this 10th day of October, 1972, at *Providence*, Rhode Island.
James H. Hill Notary Public



ProTerra
 DESIGN GROUP, LLC
 4 Bay Road
 Building A, Suite 200
 Hadley, MA 01035
 (413)320-4918

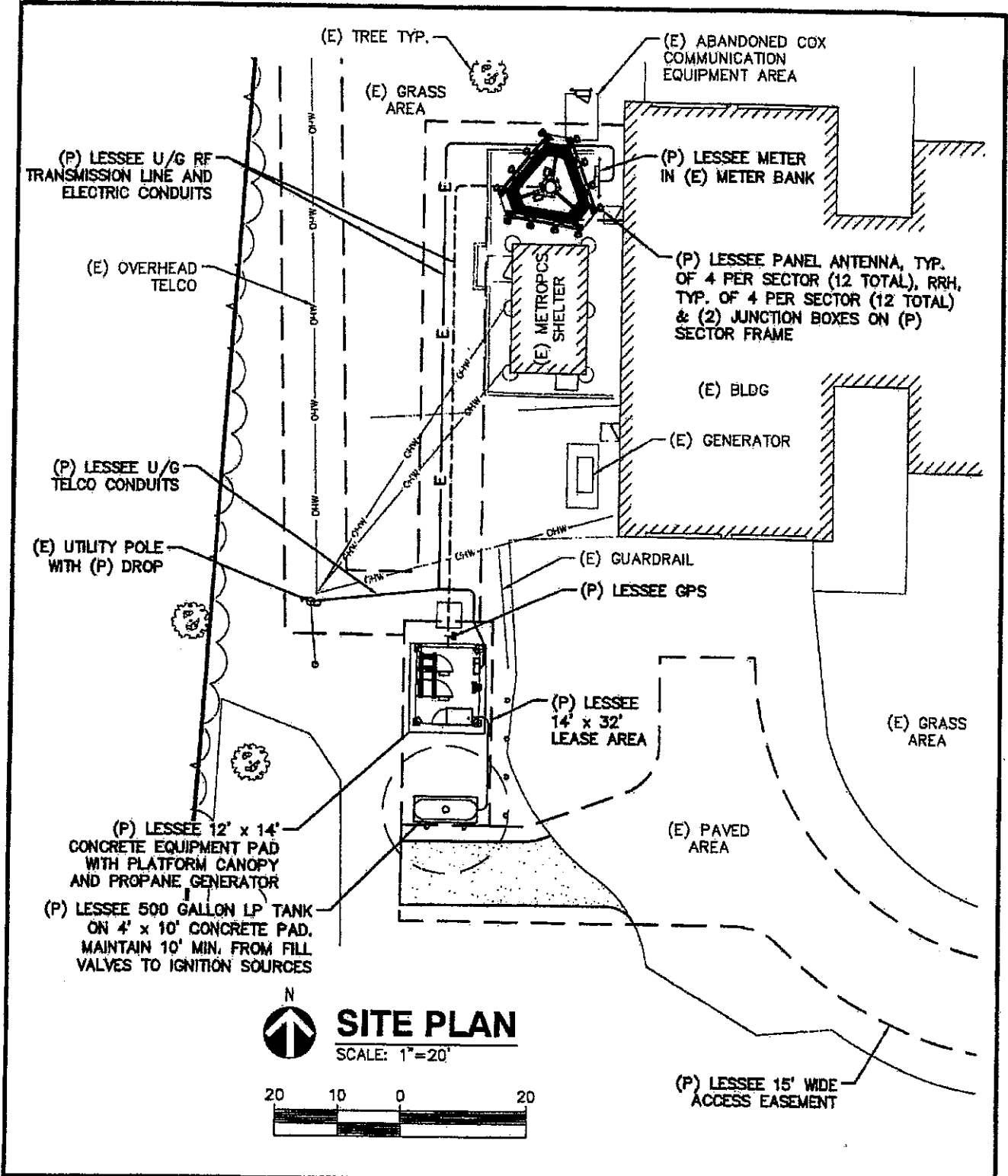
LEASE EXHIBIT

SITE NAME: WARWICK B RI
 ADDRESS: 450 COWESETT ROAD
 WARWICK, RI 02886

Exhibit B


 400 FRIBERG PARKWAY
 WESTBOROUGH, MA 01581

DATE: 5/4/16
 REVISION: 4
 JOB NO.: 13-030
 SHEET: LE-1



SITE PLAN

SCALE: 1"=20'



ProTerra
 DESIGN GROUP, LLC
 4 Bay Road (413)320-4918
 Building A, Suite 200
 Hopedale, MA 01035

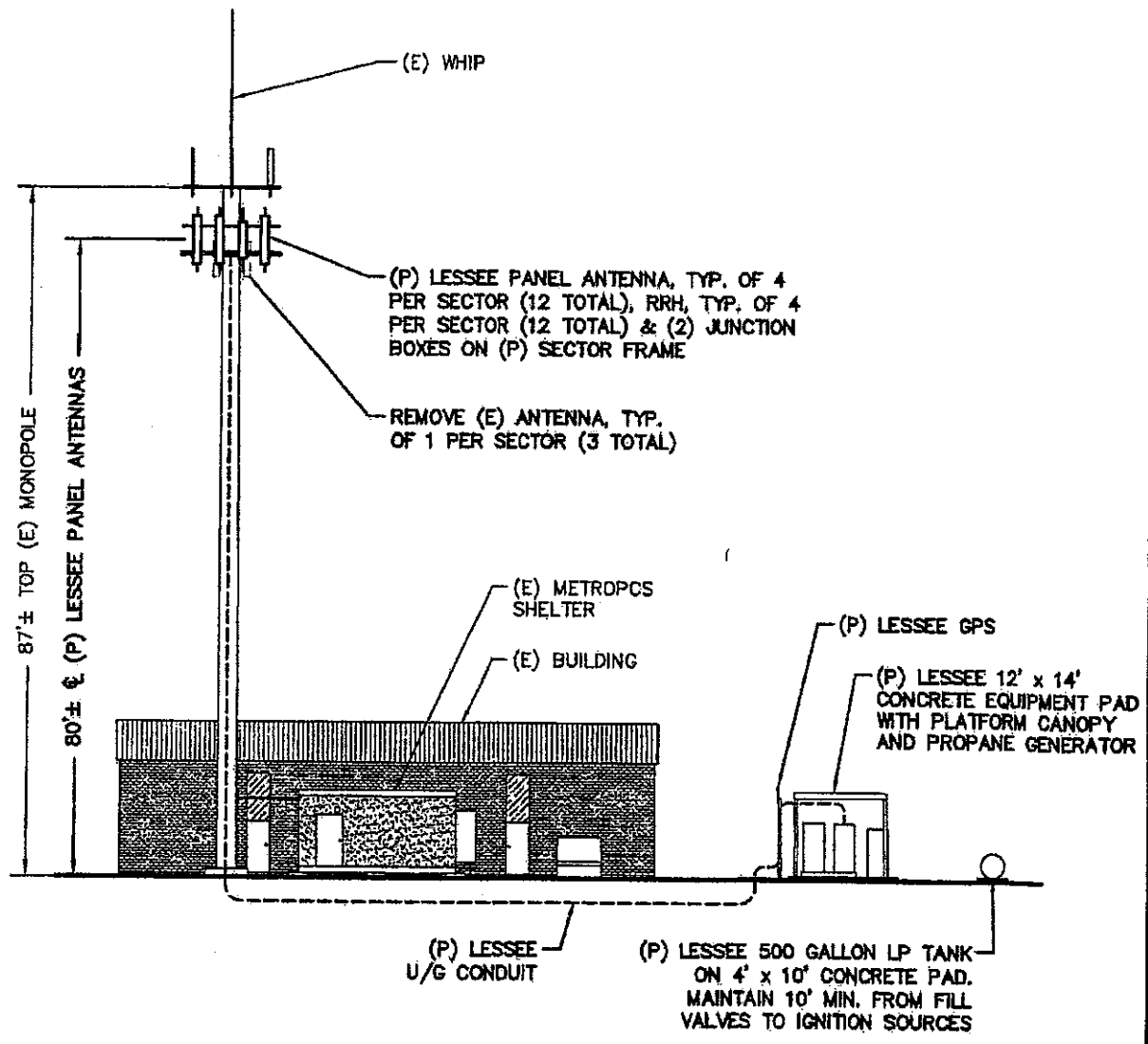
LEASE EXHIBIT

SITE NAME: WARWICK 8 RI
 ADDRESS: 450 COWESETT ROAD
 WARWICK, RI 02886

Exhibit B

verizonwireless
 400 FRIEBERG PARKWAY
 WESTBOROUGH, MA 01581

DATE:	5/4/16
REVISION:	4
JOB NO.:	13-030
SHEET:	LE-2



WEST ELEVATION

SCALE: 1"=20'



ProTerra
 DESIGN GROUP, LLC

4 Boy Road
 Building A, Suite 200
 Medley, MA 01035

(413)320-4918

LEASE EXHIBIT

SITE NAME: WARWICK 8 RI

ADDRESS: 450 COWESETT ROAD
 WARWICK, RI 02886

Exhibit B

verizon wireless

400 FRIBERG PARKWAY
 WESTBOROUGH, MA 01581

DATE:	5/4/16
REVISION:	4
JOB NO.:	13-030
SHEET:	LE-3

**RFP2017-082 Professional Consulting Firm to Assist with the Development
of a Renewable Energy Strategy**

- 2 bids submitted

CODE 18-400 Finance/Contingency

MANNER OF AWARD \$5,000.00

RECOMMEND Clean Economy Development, LLC

=====

Clean Economy Development, LLC
127 Dorrance St., 5th Floor
Providence, RI 02903

Best Practice Energy, LLC
24 Salt Pond Rd., Ste. H3
Wakefield, RI 02879

Pricing as Follows

Continued next page

Cost Proposal

Cost Proposal

CED provides a favorable cost structure to our municipal clients. Given our level of expertise and confidence in being able to deliver successful projects, CED's fee structure is primarily "performance based," meaning that outside of the small, initial down payment, CED's fees are only earned paid upon successful completion and operation of renewable energy project(s) and/or financing. Added, to limit the out-of-pocket expense to the City, CED has structured its contracts to include the City's consultant costs as part of the renewable energy project developer's overall project costs. As such, the project developer then becomes responsible for paying the City's consulting costs (rather than the City directly) - if, and only if, successful cost-saving projects are contracted for.

Fee Structure

Fees for this scope of work shall be calculated as follows:

1. City shall pay CED a down payment of \$5,000.00 upon execution of a renewable energy professional services contract.
2. CED shall charge the City a Fee equal to ten percent (10.00%) of the total value of financing secured for renewable energy Projects on behalf of the City. These fees shall be paid on the following schedule:
 - a. 50% of fees paid upon financing award/notice.
 - b. 50% of fees paid upon completion of associated financed Project(s).
3. At the request of the City, CED will provide additional professional renewable energy services. Such services will be billed at an hourly rate of \$195.00. Fees will be billed monthly.
4. In addition to the Fees above, City shall require selected RFP respondents to pay CED a fee calculated at \$0.0550 per DC installed Watt of renewable energy projects contracted for between the City and selected renewable energy project developer(s). City shall require selected RFP respondent to pay these fees on the following schedule:
 - a. 50% of fee paid upon execution of a Power Purchase Agreement ("PPA") or Purchase & Sales Agreement ("PNS"), whichever is applicable.
 - b. 50% of fees paid upon Project Commercial Operation Date ("COD").



Best Practice Energy LLC
 24 Salt Pond Road
 Suite H3
 Wakefield, RI 02879
 401.594.2300

Cost Proposal – RFP 2017-082

Cost Tables

Best Practice Energy, LLC will provide clear, concise, and fully transparent cost tables for any and all projects in partnership with the City of Warwick. These costs will be clearly broken down into two sections – awarded vendor cost, and Best Practice Energy cost. The cost for Best Practice Energy will be based on the agreed hourly consultancy fees (our proposed rates are detailed below).

Labor Rates & Contract-based Compensation

Best Practice Energy, LLC is proposing the following hourly consulting rates, detailed below per-position:

<u>President</u>	\$105.00/hr
<u>Renewable Energy & Efficiencies Consultant</u>	\$85.00/hr
<u>Market & Strategy Analyst</u>	\$55.00/hr
<u>Regional Sales Director</u>	\$55.00/hr

The above rates are "fully loaded" and all-inclusive for our services related to any projects that will result from the award of this RFP, i.e. the participation in RFP / vendor or contractor vetting processes, evaluation of bidding vendors, participation in meetings with any upper management for the City of Warwick, etc.

These rates would be locked for the full term of the initial consulting agreement, and may be subject to a 3% increase for additional years if the agreement is renewed. Any commissions or other compensation that may be earned from these services will be fully transparent and offset against any proposed rate.

Lump Sum: – Renewable Energy Plan

The lump sum cost for Best Practice Energy, LLC's role in assisting in compiling and implementing the Renewable Energy Plan is estimated to be \$5,210.00*. Please see below for details of this estimated cost:

<u>Position</u>	<u>Est. Hours</u>	<u>Cost</u>
President	10	\$1050.00
Renewable Energy & Efficiencies Consultant	25	\$2125.00
Market & Strategy Analyst	25	\$1375.00
Regional Sales Director	12	\$660.00
Total	72	<u>\$5,210.00*</u>



Best Practice Energy LLC
24 Salt Pond Road
Suite H3
Wakefield, RI 02879
401.594.2300

*The estimated lump sum outlined is subject to the agreed upon statements of work resulting from the award of this RFP, and is subject to change should the scope of services required from said projects differ from the details outlined above. In order to provide a more accurate estimate for the cost of assisting in the implementation of the Renewable Energy Plan, Best Practice Energy will need to further define the scope of services to ensure the above projected hours estimates are accurate.

RFP2017-082 Professional Consulting Firm to Assist with the Development of a Renewable Energy Strategy

The following vendors were sent specifications

Best Practice Energy, LLC

24 Salt Pond Rd., Ste. H3
Wakefield, RI 02879
info@bestpracticeenergy.com

E2Sol

10 Dorrance St., Ste. 700
Providence, RI 02903
info@E2SOL.com

Rethinking Power Management

745 Boylston St., 7th Floor
Boston, MA 02116
info@rpmpowerllc.com

Clean Economy Development, LLC

127 Dorrance St., 5th Floor
Providence, RI 02903
jdash@cleaneconomydevelopment.com

Memorandum

To: Honorable City Council
From: Bruce R. Keiser, Director of Administration
Date: 8/26/2016
Re: Renewable Energy Plan

The City recognizes the benefits and value of renewable energy as a means of stabilizing and reducing its long-term electricity costs, reducing dependence on fossil fuels and slowing the effects of climate change. Further, the City is aware that the State has made significant improvements in the number and types of incentives and related policies that support the development of new municipal renewable energy projects, including projects through public-private partnerships.

To this end the Administration solicited consultant proposals to develop a municipal Renewable Energy Strategic Plan. The Plan will review and recommend opportunities for the City to obtain electricity from renewable sources to meet all or part of the annual municipal electrical demand. The Strategic Plan will include:

- Feasibility of siting renewable facilities on City property;
- Market opportunities to partner with renewable energy providers with off-site facilities;
- Cost and benefit analysis of options including full use of tax incentives, rebates and financing tools;
- Development of an RFP to solicit offers from 3rd party renewable energy providers for both on-site and off-site projects.
- Review and analysis of the technical and financial merits of respondent offers;
- Preparing recommendations for one or more renewable energy development/acquisition agreements;
- Assist the City in project review and negotiation;
- Assist in submission of applications for financing and incentives;

Two firms submitted proposals. We are recommending award of the contract to low bidder, Clean Energy Development, Inc. (CED). This firm demonstrated has worked with three Rhode Island municipalities and the Narragansett Bay Commission in the identification and assessment of renewable energy opportunities from the planning stages through development and implementation. CED submitted the low offer in the amount of \$5,000.00.

Patricia A. Peshka
Purchasing Agent



City of Warwick

Scott Avedisian
Mayor

Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2000 Ext. 6240
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Tuesday, August 2, 2016.
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
PROPOSALS REQUESTED FOR**


**RFP2017-082 Professional Consulting Firm to Assist with the Development
of a Renewable Energy Strategy**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, August 2, 2016. Please note that our offices will be closed on Monday, August 8, 2016.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Monday, August 15, 2016. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the proposal opening date.



Patricia A. Peshka
Purchasing Agent

PLEASE SUBMIT THIS PAGE WITH YOUR PROPOSAL

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____ *

*Please include your email address. Future proposals will be emailed, unless otherwise noted.

=====

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above proposal and hereby enters into a contract with the above party to pay the proposal price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

RFP2017-082

Purchasing Agent

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

**RFP2017-082 Professional Consulting Firm to Assist with the Development
of a Renewable Energy Strategy**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, August 2, 2016. Please note that our offices will be closed on Monday, August 8, 2016.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Monday, August 15, 2016. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified. No proposals shall be accepted via facsimile or email.

The opening of proposals shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any proposals on that item has been opened, no other proposals on that item will be accepted and any such proposal shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals should be submitted with one (1) original and two (2) copies and an electronic version placed on a flash drive in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2017-082 Professional Consulting Firm to Assist with the Development of a Renewable Energy Strategy."

Should you have any questions, please contact Bruce Keiser, Director of Administration, 3275 Post Rd., Warwick, RI at 401-738-2000, extension 6410.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The IRS Form W-9 attached should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

The successful bidder will provide said Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

The Certificate of Good Standing may be emailed to bids@warwickri.com. Please refer to the bid number on your response.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of

the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

Request for Proposals

Seeking the professional services from qualified professional consultants to assist with the development of a renewable energy strategy that will lead to the identification and pursuit of the design, financing and installation of one or more renewable energy projects that will provide long-term energy savings for the City of Warwick

City of Warwick, RI
RFP2017-082

Section 1. Notice of Request for Proposal (“RFP”)

The City of Warwick (the “City”) recognizes the benefits and value of renewable energy as a means of stabilizing and reducing its long-term electricity costs; reducing its dependence on fossil fuels and slowing the effects of climate change. Further, the City recognizes that the state of Rhode Island has made significant improvements in the number and types of incentives and related policies that support the development new municipal renewable energy projects, including projects that benefit the State’s municipalities through public-private partnerships.

Given this, the City has a goal of developing and incorporating a renewable energy strategy that will result in upwards of 100% of the City’s electricity to be procured from cost-effective, renewable energy projects. In order to most effectively achieve this goal, the City is issuing this Request For Proposal (“RFP”) to partner with a qualified professional consulting firm (the “Consultant”) who will assist the City in identifying renewable energy opportunities projects that will stabilize and reduce the long-term electricity costs for the City. It is anticipated that the Consultant will assist with the identification, procurement, underwriting and selection of both on-site (projects to be installed on City-owned facilities) and off-site (remote net metering) renewable energy options.

Section 2. Overview, Objectives and Project Information

The objective of this RFP is to identify and select a professional consulting firm that has expertise in partnering with municipalities and assisting them with identifying and executing renewable energy opportunities from start to finish. Evaluation of Proposals will include the consideration of experience and expertise in local renewable energy planning and management. The City will select a professional consultant who provides a response that best:

1. Provides a scope of work that will best meet the City’s objectives of this RFP;
2. Clearly identifies how the resulting renewable energy plan will provide actual long-term energy savings for the City;
3. Demonstrates the Consultant’s experience with Rhode Island based municipal renewable energy projects, financing and public-private partnerships;
4. Demonstrates the Consultant’s experience working within the State policies, programs and incentives that support municipal renewable energy development.

This RFP is for renewable energy consulting services only, and not for any design, development or installation of any renewable energy project(s). As part of this RFP, the City anticipates it will publish an additional RFP for the actual design, development and installation of renewable energy projects. The selected consultant for this current RFP will not be allowed to bid on any subsequent RFPs for the actual design, development and/or installation of any renewable energy projects the City may choose to pursue.

Section 3. Submission Requirements

Respondents shall submit three (3) paper copies and an electronic version placed on a flash drive must be submitted to the office of the City Purchasing Division, Warwick City Hall, Lower Level, 3275 Post Road, Warwick, RI 02886 on or before 11:00 AM, August 15, 2016. Responses to this RFP must include a transmittal letter indicating that the Respondent has carefully read and understands all of the provisions of this RFP. An individual who is authorized to negotiate and execute binding agreements with the City must sign transmittal letter.

Section 4. Applicant Response: Proposal and Scope of Work

The City is seeking a Consultant who can outline and execute a scope of work that will allow for the City to achieve its goal of procuring upwards of 100% of the City's electricity from cost-effective renewables. As part of this RFP response, the City requests that Respondents provide a scope of work, which shall include, but not be limited to:

- Predevelopment activities needed upon project start
- Process for identifying and recommending potential projects
- The role of State incentives with respect to recommended projects

Section 5. Qualifications and Experience

Information provided in response to this RFP shall be used to determine the Consultant that can most effectively deliver the goals of this RFP. Respondents are required to provide detailed responses to the following:

1. Transmittal letter: A letter indicating that the Respondent has carefully read and understands all of the provisions of this RFP, and is bound to all the commitments made in the Proposal.
2. Statement of Qualification: Respondents should provide a summary description of the firms expertise and qualifications. This should include, but not necessarily be limited to:
 - a. Company Information: Description of the company, including the name of all firms (if a joint venture is being proposed), and the principals comprising the development team.
 - b. Project Lead: Identification of experience of lead project manager for this assignment.
 - c. Rhode Island project experience: Provide a description of Respondents' experience with Rhode Island based municipal renewable energy projects.
 - d. Any other additional information Respondent wishes to provide.
3. Project References: Please provide at least three (3) references from similar municipal projects that Respondent has completed. By providing this information the Respondent agrees to allow the City to contact each of the references for verification.
4. Contractual Defaults: If the Respondent, or any member of its proposed team, has ever defaulted on a contract, please provide details of such default including date, location, type of project and reason for default.

Section 6. Cost Proposal

Respondent shall submit its cost proposal for completing the RFP scope of work.

Section 7. Evaluation and Selection

The City shall collectively utilize the information provided within responses in evaluating and making an award under this RFP. The City will pay particular attention to:

1. Demonstrated understanding and responsiveness of the RFP;
2. Qualifications of Respondent, including references;

3. Specific experience with Rhode Island based municipal renewable energy projects and public-private partnerships;
4. Specific experience with Rhode Island state policies, programs and incentives that support municipal renewable energy development.

Section 8: Contract Negotiations

In evaluating responses, the City reserves the right to reject any and all proposals, to waive any informality, and to select and negotiate an agreement with the Consultant that is in the best interest in the City.

Section 9. General Conditions

1. The City reserves the right to reject any and all proposals, to waive any informality, and to select and negotiate renewable energy contract agreement(s) that are in the best interest of the City.
2. The City reserves the right to accept all or any part of a response to this RFP.
3. Compliance with Law: The selected Consultant shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Rhode Island and the City of Warwick, as related to its proposal and the performance of the work described in providing renewable energy projects and their correlating PPA, or similar long-term financing option.

Section 10. Contact

Any questions regarding this RFP may be directed to:

Bruce R. Keiser
Director of Administration
Warwick City Hall
3275 Post Road, Warwick, RI 02886
401-738-2000 x 6410
bruce.keiser@warwickri.com

Section 11. Miscellaneous

1. RFP Costs: Costs incurred in developing a response to this RFP are its sole responsibility of the Respondent, and the City shall have no liability for such costs.
2. Ownership of Proposals: All proposals submitted become the City's property and will not be returned to Respondents.
3. The City will not award the proposal to any business, that or person who, is in arrears or in default to the City with regard to any tax, debt, contract, security or any other obligation.

CITY OF WARWICK

PROPOSAL AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP2017-082 Professional Consulting Firm to Assist with the Development of a Renewable Energy Strategy

I. PROPOSAL:

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the proposal into a contract. This proposal and contract shall be secured by Bonds, if required by the specifications.

Total Cost \$ _____

Additional Fees (if necessary)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
OR				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CODES: 363-0408 Police Dept./JAG Grant 2015-DJ-BX-0902	\$2,785.92
33-346 Police Dept./ RI State JAG 2015	\$2,014.08

SECTION 56-6

Bid2017-142 Taser Packages

Taser International
17800 N. 85th St.
Scottsdale, AZ 85255

Contract Award: \$4,800.00

CITY OF WARWICK

Colonel Stephen M. McCartney
Chief of Police

Scott Avedisian
Mayor



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

September 15, 2016

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

Re: Request for Spending Authorization-Taser Purchase
City Ordinance 56-6 Exception to Bid
Funding Source Police: 2015 Byrne JAG Local 363-0408
2015 Byrne JAG Passthrough 33-346

Dear Mrs. Peshka,

The Police Department is seeking authorization to purchase 5 Taser packages, consisting of 5 X26P Tasers and 5 standard battery packs. This would bring our total inventory of Tasers up to 20 operating units, which, based on the number of officers working each shift, provides adequate coverage for the probability of use of force incidents.

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. In the current situation if officers are not able to deal with a violent or potentially violent situation with pepper gas or nightsticks, they 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.

We would be purchasing this equipment directly from Taser International Products.

Over 30 of the Police Departments in Rhode Island are currently using Conducted Electronic Weapons, as typified by the Taser System. The majority of them are using the Taser System. Our research indicates a number of strong reasons to utilize the actual Taser rather than one of the other Conducted Electronic Weapons Systems, as follows:

1. The Taser system is the oldest of these systems, in use since 1993. As such, they are used by the majority of Police Departments throughout the country. They have refined their system over the years with a large amount of end user feedback.

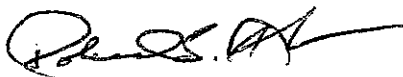
2. Taser has a well established Training and Certification. Their training has been developed with feedback not only from end users but from the results of numerous court cases. Such training and certification is vital in reducing Civil Liability to the City of Warwick.
- 3 Interoperability: The Taser system is in use by both the Rhode Island State Police, and the Rhode Island National Guard, who would be our support in the event of any major disturbances, as well as, most of the other police departments using these systems.

Since the department has purchased 15 Tasers in the past five years, these additional five tasers would be consistent with the equipment already purchased. Additionally, they are compatible with the training and live cartridges already in inventory.

If approved, the Tasers would be purchased with monies from the Byrne Jag Passthrough Grant, Budget Code: 33-346 in the amount of \$2,014.08; and the Byrne JAG Local Grant, Budget Code : 363-0408; in the amount of \$2,785.92. The total cost for this purchase would be **\$4,800.00**, which includes the 5 weapons, 5 batteries and the shipping and handling.

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

Sincerely,



Robert S. Nelson
Major
Administrative Bureau Commander

RSN:gmc

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:



Kenneth Furtado
 (401) 468-4200
 (401) 468-4327
 kenneth.furtado@warwickri.com

Quotation

Quote: Q-72573-2
Date: 9/15/2016 1:00 PM
Quote Expiration: 10/14/2016
Contract Start Date*: 9/15/2016
Contract Term: 1 year

AX Account Number:
 326239

Bill To:
 WARWICK POLICE DEPT. - RI
 PURCHASING DIVISION
 CITY HALL
 3275 POST ROAD
 WARWICK, RI 02886
 US

Ship To:
 Kenneth Furtado
 WARWICK POLICE DEPT. - RI
 99 VETERANS MEMORIAL DR.
 WARWICK, RI 02886
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lindsay Tadduni		ltadduni@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	11002	HANDLE, BLACK, CLASS III, X26P	USD 942.63	USD 4,713.15	USD 0.00	USD 4,713.15
Hardware Total Before Discounts:						USD 4,713.15
Hardware Net Amount Due:						USD 4,713.15
Grand Total						USD 4,713.15

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Mat. Robert Nelson

Date:

9/16/16

Name (Print):

ROBERT S. NELSON

Title:

MAJOR

PO# (if needed):

Quote: Q-72573-2

Please sign and email to Lindsay Tadduni at ltadduni@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Warwick 3275 Post Road Warwick, RI 02886-7145		4. AWARD NUMBER: 2015-DJ-BX-0902	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2016	
2a. GRANTEE IRS/VENDOR NO. 056000563		6. AWARD DATE 09/02/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 062307384		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Warwick FY15 JAG Equipment Acquisition and Upgrade		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 17,833	
		11. TOTAL AWARD \$ 17,833	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Stephen M. McCartney Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Col. Stephen M. McCartney</i>	19A. DATE 9-3-2015
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 17833		21. PDJUGT0869	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

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

**Statement of Subgrant Award
Subgrant Award #15-134-JAG
2015 Edward Byrne Memorial Justice Assistance Grant**

Federal Awarding Agency:
U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Federal Award #: 2015-DJ-BX-0389
Federal Award Date: 8/28/2015
Total Federal Award: \$750,293
CFDA#: 16.738

State Awarding Agency: Rhode Island Public Safety Grant Administration Office
State Grantee FEIN#: 05-6000522
State Grantee DUNS#: 832931948
Byrne/JAG CFDA#: 16.738

Date Approved: May 2, 2016
Date Amended:
 CRC Due by: On File

Project Title: Communications Upgrade 2016

Subgrantee Agency FEIN#: 05-6000562
Subgrantee Agency DUNS#: 62307384

Agency Name:
Warwick Police Department
99 Veterans Memorial Drive
Warwick, RI 02886
Tel 468-4200, Fax 468-4327

Project Director
Lt. Joseph Hopkins, Project Director
Warwick Police Department
99 Veterans Memorial Drive
Warwick, RI 02886

Authorized Official
Col. Stephen M. McCartney, Chief of Police

Project Contact:
Tel 468-4321, Fax 468-4327

Subgrant Period
Project Type: New
Total Length: 18 months
Project Start: 1/1/2016
Project End: 6/30/2017

Financial Officer
Lynne Prodger, Fiscal Officer
3275 Post Road
Warwick, RI 02886
Tel 738-2000 X-6208, Fax

Approved Project Budget

Category	Federal Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Equipment	
E. Supplies	\$25,500
F. Construction	
G. Consultants/Contracts	
H. Other	
Total Federal Amount	\$25,500

Public Safety Grant Administration Office Contact:

Gail Pereira

Tel: 401-764-5799, Fax: 401-764-5834

Email: Gail.Pereira@ripsga.gov

CODE: 30-302 Police Dept./Training

SECTION 56-6

Bid2017-143 GeoCell Advanced Cellphone Investigations

GeoCell, Inc.
PO Box 131351
The Woodlands, TX 77393

Contract Award: \$2,825.00

CITY OF WARWICK

Colonel Stephen M. McCartney
Chief of Police

Scott Avedisian
Mayor



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

September 22, 2016

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

RE: Request for Spending Authorization – Police Forensic Cell-Phone Training
City Ordinance 56-6 “Exception to Notice Requirement” – Specialized Training
Funding Source: 30-302

Dear Mrs. Peshka:

The Police Department is seeking authorization for specialize training expenses for Detective Thomas DiGregorio, Detective John McHale, Detective Terrence McMullin, Detective Patrick Smith, and Detective Gilda Fortier. The request is to fund Cell Phone Training, Mapping Call Records. This course is being conducted by GEOCELL LLC, and is being sponsored by NESPIN, The New England State Police Information Network. The course is being conducted at the NESPIN HQ’s in Franklin, MA, on October 26-28, 2016.

The purpose of this course is to teach methods of obtaining, interpreting, analyzing, and archiving data from cell phones and cell records. This type of information is widely needed for a variety of investigations.
The costs are as follows:

Tuition: \$565.00 per student. Total cost **\$2,825.00**


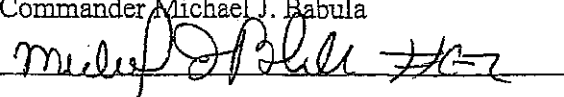
The department is seeking spending authorization for a total not to exceed **\$2,825.00** for this training.

Funding for this training, if approved, would be allocated from the Police Department’s Training and Conference Budget Code: 30-302.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert S. Nelson".

Robert S. Nelson
Major
Administrative Bureau Commander

TO: Ernest Zmyslinski, Finance Director 
FROM: Commander Michael J. Babula

DATE: September 16, 2016
SUBJECT: Conference/Travel Request Form
 Name of Person(s) Attending: Detective Thomas DiGregorio, Detective John McHale,
 Detective Terrance McMullin, and Detective Patrick Smith
 and Detective Gilda Fortier
 Dates of Seminar: 10/26/16 – 10/28/16
 Name of Seminar: GEOCELL Advanced Cell Phone Investigations
 Sponsoring Organization: NESPIN
 Location of Seminar: 124 Grove Street
 Franklin, MA 02038

Why it is necessary: Job related
Travel Arrangements: Airfare Car Other

Hotel Accommodations:

Name of Hotel

Number of Nights

Estimate of Costs:	\$2,825.00
Seminar	\$.00
Travel (AIR – Estimate)	\$
Hotel	\$
Food	\$
Miscellaneous expenses	\$
Total Estimate	\$2,825.00

A copy of the seminar brochure must be attached to this request.

PAYMENT / REIMBURSEMENT FOR TRAINING / SEMINARS

**** The following MUST be completed and attached: registration form; lodging confirmation including nightly rate, tax, and total amount; travel confirmation of reservation including rate, tax, fee, and total amount

REGISTRATION: Number attending: 5 Cost per person: \$565.00

Name of attendees: Det. Thomas DiGregorio, John McHale, Terrance McMullin, Patrick Smith, Gilda Fortier

RECEIVED

Name of Seminar/Training: GeoCell Advanced Cell Phone Investigations

SEP 08 2016

Location of Seminar: 124 Grove St, Franklin MA 02038
(Full Address)

CHIEF'S OFFICE
WARWICK POLICE DEPT.

Sponsoring Agency: NESPIN

Dates of Seminar: October 26-28, 2016 Reason for attendance: Work Related

Check made payable to: Geocell, LLC (NAMES OF ATTENDEES AND CLASS ATTENDING REQUIRED ON NOTES OF CHECK)

Address to send check: Post Office Box 131351, The Woodlands, Texas 77393-1351

LODGING:

Hotel/check payable to: _____

Address of hotel: _____

Dates of lodging: _____ Number/Nights: _____

Number/rooms: _____ Total per room / per night: _____

Names: _____

TRAVEL

Airline: _____

Departure date: _____ Return date: _____

Check made payable to: _____

Names of those traveling: _____

Number traveling: _____ Rate per person: _____

ADMINISTRATIVE USE ONLY:

SEMINAR:	<u>\$2,825.00</u>	TOTAL (ESTIMATE):	<u>\$2,825.00</u>
LODGING:	<u>\$0.00</u>		
TRAVEL:	<u>\$0.00</u>		
PER DIEM:	<u> </u>	\$15.00 /day	<u> </u> DAYS
			DATE: 09/08/16

September 8, 2016

GEOCELL, LLC

Post Office Box # 131351
 The Woodlands, Texas 77393-1351
 (888) 830-5419 toll free
 (888) 842-7549 voicemail
 (888) 892-5247 or (713) 559-3025 fax
bethmcdaniel@geocell.us



To:
 Warwick PD
 ATTN: Sgt Jedidiah Pineau
 99 Veterans Memorial DR
 Warwick, RI 02886
jedidiah.pineau@warwickri.com
 401-468-4323

Line Item	Description	Rate	Quantity	Total Amount
1	3 Day Advance Cell Phone Investigations to be presented in Franklin, MA on 10/26-28/16. Attendees:G Fortier, J McHale, P Smith, T DiGregorio and T McMullin	\$565.00	5	\$2525.00
Subtotal				\$2525.00
Tax				\$0.00
Total Due				\$2825.00

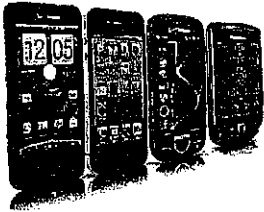
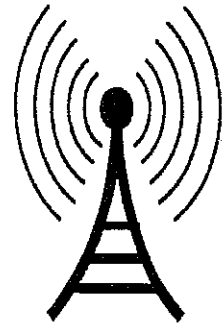
Please make check payable to Geocell, LLC, federal tax ID # 26-1881704, and mail payment to the above address and note attendee names and class attending on check, thanks!

If you are paying tuition via an ACH deposit, please send deposit confirmation email to bethmcdaniel@geocell.us noting attendee names and class attending for payment credit. Thanks for your help.

Payment may also be made via PayPal to the address of info@geocell.us, or, via credit card directly with Geocell. Please contact Geocell at (888) 830-5419 to provide a credit card details for payment. If needed, please see www.geocell.us/6.html for privacy policy and terms/conditions.

THANK YOU FOR YOUR BUSINESS!

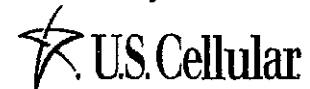
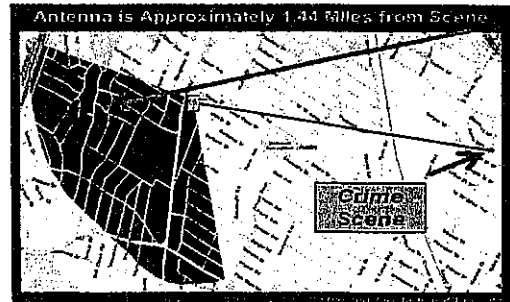
**INTERPRETATION &
 MAPPING OF RECORDS**



**Wednesday - Friday
 October 26th – 28th 2016 / 9 AM – 5 PM
 Franklin, MA (Boston Area)**

Training includes the following and more:

- This course is an advanced course that skips the vast majority of background information typically provided in basic courses and jumps right into the specific interpretation and mapping of geographic data available from cell phones. A one day introduction course will also be presented at the same facility the day prior to this advanced course if potential attendees wish to get a good introduction to the field prior to this course.
- This is an intensive hands-on course where all students will be provided with a computer (for use in the course) and test data in order to perform thorough practice with the actual interpretation and mapping of the seven largest cell phone companies' records.
- Students will get specific instruction on the data available from the seven major cell phone companies, the various companies' retention periods and available data, and, perform hands-on exercises with test data from each of these major companies.
- Instruction will also cover methods for producing intelligence reports and even courtroom presentations with mapped data, and, will provide information on the available tools to map this valuable data.
- Extremely important roaming considerations will also be discussed along with other important information.
- Students will perform extensive exercises in this course and should have a thorough understanding of how to interpret and map these companies' records after successfully completing this advanced course!



TWENTY-FOUR (24) HRS OF TRAINING CREDIT / LOCATION:
 NEW ENGLAND STATE POLICE INFORMATION NETWORK (NESPIN)
 124 GROVE STREET, SUITE # 105, FRANKLIN, MA 02038 / (800) 343-5682
 MAP OF LOCATION FOR DIRECTIONS HERE: [HTTP://TINYURL.COM/GCELLFRANKLINMA](http://tinyurl.com/gcellfranklinma)

*Tuition is only \$565 per attendee prior to Friday,
 September 23, 2016, and \$595 after.*

*Training is open to all appropriate government employees such as police
 officers, agents, investigators, analysts, prosecutors, etc.*

*Registration link: [HTTP://TINYURL.COM/GCELLFRANKLINMA3DAY2016](http://tinyurl.com/gcellfranklinma3day2016)
 Or, submit the form on the following page:*

*Geocell, LLC has been providing training
 extensively since 2009 and all instructors are
 thoroughly experienced and trained practitioners
 in the field.*

*Geocell has provided over 1,700 hours of formal
 training to over 7,000 attendees from hundreds
 of agencies in over 130 training events
 nationwide.*

*Geocell has also been hired to provide training
 for the FBI and many other state and local
 agencies. Extensive references are available
 upon request.*

**INTERPRETATION AND
 MAPPING OF RECORDS**

Day 1

Introduction, what data is available and how to get the data
Loading cell site lists into mapping program
Live demo of loading cell site lists and exercises with loading lists
Azimuths & beamwidths and exercises
LAC & CID format demo and exercise
Switch / Repoll / CID format demo and exercise
"Ranging Data" demo & exercise

Day 2

Courtroom presentation info
AT&T Mobility® available data, records interpretation, & exercise
T Mobile® available data, records interpretation, and exercise
Verizon Wireless® available data, records interpretation, & exercise
Sprint® available data, records interpretation, and exercise
Cricket® available data, records interpretation, & exercises
MetroPCS® available data, records interpretation, & exercise

Day 3

US Cellular® available data, records interpretation, & exercise
Cell site records "averaging" & data connectivity considerations
Roaming issues, MVNOs/prepays, & small cell phone company issues
Producing mapping reports and presentations
Summary of important legal considerations
Looking to the future and closing

For this course, Geocell provides a networked mobile computer lab where each student is provided a computer. Interactive software is also utilized that allows for each student to view instructor demonstrations up-close on their computers as well.

If interested, a two day intro course will be presented (Monday & Tuesday, 10/24-25/16) prior to this advanced course. A detailed description may be found at www.geocell.us/advanced.html and registrations may occur via www.geocell.us/register.html.

Register/Pay On-Line (preferred) at [HTTP://TINYURL.COM/GCELLFRANKLINMA3DAY2016](http://TINYURL.COM/GCELLFRANKLINMA3DAY2016) or via below:

LAST NAME: _____ FIRST NAME: _____ AGENCY: _____
 TITLE: _____ ASSIGNMENT: _____ AGENCY ADDRESS: _____ CITY: _____
 STATE: _____ ZIP: _____ WORK: _____ CELL: _____ EMAIL: _____
 FAX: _____ SIGNATURE: _____ DATE: _____ \$565 before 9/23/16 or \$595 after
 Payment Method: Check Credit Card Invoice Purchase Order Pay at Training PayPal (INFO@GEOCELL.US)
 A Geocell, LLC Tax W9, if needed, may be accessed via <http://tinyurl.com/GeocellW9>. Please advise Geocell if a more formal invoice is needed at info@geocell.us.
 CREDIT CARD #: _____ EXPIRATION: MONTH ____ YEAR ____
 BILLING ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____
 NAME ON CARD: _____ CARD SECURITY CODE: _____
 VISA, MASTERCARD, AMERICAN EXPRESS, & DISCOVER CARDS ACCEPTED, www.geocell.us for privacy policy, terms, and conditions
 BILLING CONTACT: _____ WORK: _____ EMAIL: _____

IF USING THIS FORM TO REGISTER, PLEASE SUBMIT THE COMPLETED REGISTRATION FORM TO: FAX: (888) 892-5247 or (713) 559-3025, EMAIL: info@geocell.us (please do not send credit card information via email as it is not secure), or, MAIL: GEOCELL, PO BOX 131351, THE WOODLANDS, TX 77393-1351. Registration may also be phoned to (888) 830-5419 as well.

CANCELLATION POLICY: Please be advised that course presentation is contingent upon minimum enrollment of attendees. In the rare case of a cancellation, enrolled attendees will be notified promptly and refunds will be processed quickly. Notification of a cancelled course will be made at least three weeks prior to the presentation of a course. *** Registered attendees may cancel up to thirty days before training to receive a full refund. Once a course meets minimum enrollment, or, if a course will be cancelled, notice will also be placed at www.geocell.us/6.html.

Please see <http://www.geocell.us/7.html> to register for training updates.

CODE: 30-302 Police Dept./Training

SECTION 56-6

Bid2017-144 Magnet IEF Essentials

Magnet Forensics
156 Columbia St. West, Unit 2
Waterloo, ON N2L 3L3 Canada

Contract Award: \$5,997.00

CITY OF WARWICK

Colonel Stephen M. McCartney
Chief of Police

Scott Avedisian
Mayor



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

August 30, 2016

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

Re: Request for Spending Authorization- Specialized Training Magnet Forensics IEF
City Ordinance 56-6 "Exception to Notice Requirement"
Funding Source: 30-302

Dear Mrs. Peshka:

The Police Department is seeking authorization for specialized training expenses for Detectives J.P. Toussaint, Edmund Pierce, and Roger Courtemanche to attend certification training for our forensic software system. The course is scheduled to take place at the Warwick Police Department on November 15, 16, 17, 2016. This training is being put on by Magnet Forensics, 156 Columbia St. West Unit #2, Waterloo ON N2L3L3 Canada.

This training is a certification training using the Internet Evidence Finder software, which is a digital software solution used by thousands of forensics professionals around the world to analyze and present digital evidence found on computers, smart-phones and tablets.

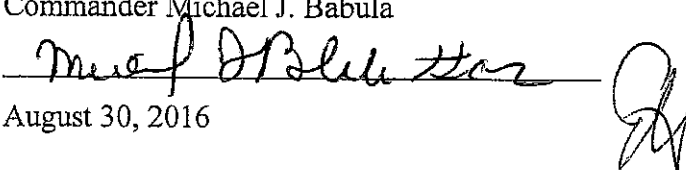
The cost for attendance to this Seminar consists of the tuition for the 3 Detectives to attend at \$1,999.00 per person for a total cost of **\$5,997.00**.

Funding for this training, if approved, will be allocated from the Police Department's training budget 30-302.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert S. Nelson".

Robert S. Nelson
Major
Administrative Bureau Commander

TO: Ernest Zmyslinski, Finance Director
FROM: Commander Michael J. Babula

DATE: August 30, 2016
SUBJECT: Conference/Travel Request Form

Name of Person(s) Attending: Detectives Jean P. Toussaint, Edmund Pierce, and Roger Courtemanche

Dates of Seminar: 11/15/16 -- 11/17/16

Name of Seminar: Magnet IEF Essentials

Sponsoring Organization: Magnet Forensics

Location of Seminar: 99 Veterans Memorial Drive
 Warwick, RI 02886

Why it is necessary: Job related

Travel Arrangements: Airfare Car Other

Hotel Accommodations:

Name of Hotel

Number of Nights

Estimate of Costs: \$5,997.00

Seminar \$5,997.00

Travel (AIR - Estimate) \$

Hotel \$

Food \$

Miscellaneous expenses \$

Total Estimate \$

A copy of the seminar brochure **must** be attached to this request.

PAYMENT / REIMBURSEMENT FOR TRAINING / SEMINARS

**** The following MUST be completed and attached: registration form; lodging confirmation including nightly rate, tax, and total amount; travel confirmation of reservation including rate, tax, fee, and total amount

REGISTRATION: Number attending: 3 Cost per person: \$1,999.00

Name of attendees: Det. Pierce, Toussaint, and Courtemanche

RECEIVED

Name of Seminar/Training: Magnet IEF Essentials

AUG 24 2016

Location of Seminar: 99 Veterans Memorial Dr, Warwick RI 02886
(Full Address)

CHIEF'S OFFICE
WARWICK POLICE DEPT.

Sponsoring Agency: Warwick Police

Dates of Seminar: November 15,16,17, 2016 Reason for attendance: Work Related

Check made payable to: Magnet Forensics

Address to send check: 156 Columbia Street West Unit #2, Waterloo, ON N2L 3L3, CA

LODGING:

Hotel/check payable to: _____

Address of hotel: _____

Dates of lodging: _____ Number/Nights: _____

Number/rooms: _____ Total per room / per night: _____

Names: _____

TRAVEL

Airline: _____

Departure date: _____ Return date: _____

Check made payable to: _____

Names of those traveling: _____

Number traveling: _____ Rate per person: _____

ADMINISTRATIVE USE ONLY:

SEMINAR:	<u>\$5,997.00</u>	TOTAL (ESTIMATE):	<u>\$5,997.00</u>
LODGING:	<u>\$0.00</u>		
TRAVEL:	<u>\$0.00</u>		
PER DIEM:	<u>\$15.00 /day</u>	<u> </u> DAYS	DATE: 08/18/16



Magnet IEF Essentials - Computer, Online Training - November

Magnet Forensics

Tuesday, November 15, 2016 at 9:00 AM - Thursday, November 17, 2016 at 5:00 PM (CST)



Registration Information

REGISTRATION TYPE	REMAINING	SALES END	PRICE	FEE	QUANTITY
Magnet IEF Essentials - Computer, Online Training - November	18 Registrations	Nov 8, 2016	\$1,999.00	\$0.00	1

Enter promotional code



Register

Save This Event

When

Tuesday, November 15, 2016 at 9:00 AM - Thursday, November 17, 2016 at 5:00 PM (CST)

Add to my calendar

Share Magnet IEF Essentials - Computer, Online Training - November

Email Share Tweet

Organizer

Magnet Forensics

Magnet Forensics is a global leader in the development of digital forensics software that acquires, analyzes and shares evidence from computers, smartphones and tablets. Magnet Forensics has been helping examiners and investigators fight crime, protect assets and guard national security since 2011. For more information, please visit magnetforensics.com.

Contact the Organizer

View organizer profile

@MagnetForensics

Event Details

Course Overview

The 3-Day "Magnet IEF Essentials" online training course has been developed to provide students with detailed instruction on the features and functions of Magnet IEF; key artifacts supported by Magnet IEF; the interoperability of Magnet IEF and other forensic tools; and the importance of including Magnet IEF in the investigative workflow. The course will also include extensive instructor-led and student practical exercises, based on real world scenarios, to help reinforce the learning concepts. At the conclusion of the course, students will participate in a Practical Skills Assessment (PSA) designed to test their understanding and practical application of the course materials.

Online Learning Environment

The Magnet Forensics, Inc. Online Learning Environment (OLE) combines the benefits of an interactive classroom experience with the convenience, and cost-savings, of a remote connection. During the training session, students interact with their instructor, and fellow classmates, through an online interface. The classroom interface allows for real-time communications between the instructors and students, using audio, video, whiteboard, file sharing, and chat features. The students participate in the instructor-led, and student practical, exercises by connecting to a remote classroom computer system, pre-configured with all of the requisite hardware and software for the course. The combination of the live instructor-student interaction, and remote computer access, allows for the immediate application of learning concepts, while following an instructor, in real-time. The remote connection to the classroom computer means a 1:1 student-to-computer ratio. The instructor can also connect to any of the student computers simultaneously with the student, to provide individualized instruction. Perhaps the biggest benefit, given today's financial climate, is in the cost-savings the OLE platform affords the students, and their employers. Students can participate from the comfort of their own home, or place of work, which negates the need for the additional training costs of travel, lodging, and meals.

Online Learning System Requirements

The minimum system requirements for students to attend a Magnet Forensics, Inc. online learning environment course are:

Operating system

- Windows XP SP3, Vista 32-bit/64-bit, Windows 7 32-bit/64-bit, Windows 8 64 bit, Windows 2008 Server 64-bit
- Mac 10.6 Snow Leopard, 10.7 Lion and 10.8 Mountain Lion

Internet Browser

- Internet Explorer
- Firefox
- Google Chrome
- Apple Safari
- Opera

Note: Cookies, JavaScript, and Active X should be enabled for the browser clients.

Internet/Network Connection

High-speed Internet connection capable of supporting audio, video and instant messenger (chat) protocols. Although not required, it is recommended the network connection be "wired" (Ethernet) rather than wireless.

Note: Some public/private sector networks do not allow remote connections. In order to participate in the online training session, the students may need to contact their network administrators, or IT staff, to ensure the remote connection will not be a problem. The remote connections will be made through WebEx and LogMeIn client interfaces.

Hardware

Students should have access to a computer with mouse (or touchpad) and keyboard. Although not required, it is recommended that a dual monitor system be used. One monitor can display the live classroom interface (WebEx), while the second monitor displays the remote computer connection (LogMeIn). With a dual monitor setup, the student can watch the instructor-led exercise on one screen, while actively participating in the hands-on exercises on the other.

Have questions about Magnet IEF Essentials - Computer, Online Training - November?
Contact Magnet Forensics



13800 Coppermine Road, Suite 314
 Hemdon, VA
 20171, United States
 Phone: 519-342-0195
 http://www.magnetforensics.com

INVOICE

Billing Address

Joseph Hopkins
 Warwick PD
 99 Veterans Memorial Drive
 Warwick
 RI
 02886
 United States

Shipping Address

Joseph Hopkins
 Warwick PD
 99 Veterans Memorial Drive
 Warwick
 RI
 02886
 United States

Invoice Number	SIN008277
Invoice Date	15/08/2016
Contract Number	C-00020319
Contract Start Date	01/11/2016
Contract End Date	28/11/2016
End User	Warwick PD

Customer Reference	Shipping Method	Invoice Currency	Due Date
201602121013		USD	15/08/2016

	Product Name	Unit Price	Quantity	Term	Subtotal
1	Magnet Certification Forensic Examiner (MCFE) - IEF <i>Product Code: 3E700</i>	\$0.00	3.00		\$0.00
2	Magnet AXIOM Transition 1 Day - Online (Promo) <i>Product Code: 3A101</i>	\$0.00	3.00		\$0.00
3	Magnet IEF Essentials Training - Smartphone <i>Product Code: 3E600</i>	\$1,999.00	3.00		\$5,997.00

Net Total	USD \$5,997.00
Tax Total	USD \$0.00
Invoice Total	USD \$5,997.00

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Banking Information
Please address all payments to Magnet Forensics USA, Inc.
ACH and Wire Payments
U.S. Bank N.A International Relationship Banking 1420 5th Avenue, 9th Floor Seattle, WA 98101 U.S.A
ABA No.: 125000105 Swift No.: USBKUS44IMT Account Number: 1535 6544 7734
Check Payments
Remit To: Magnet Forensics USA, Inc. P.O. Box 83283 Chicago, IL 60691-0283

CODE: 25-360 MIS/Professional Services

SECTION 56-6

Bid2017-145 RI Motor Vehicle Pricing Modifications

Tyler Technologies, Inc. (MUNIS)
370 US Route 1
Falmouth, ME 04105

Contract Award: \$4,462.50



CITY OF WARWICK
DIVISION OF MANAGEMENT
INFORMATION SERVICES
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL 401-738-2000

FAX 401-732-1307

SCOTT AVEDISIAN
MAYOR

CARLOS ZAMBRANO
MIS ADMINISTRATOR

To: Patricia A. Peshka, Purchasing Agent
From: Carlos D. Zambrano, MIS Administrator *CZ*
Date: Friday, September 16, 2016
Re: Section 56-6 – Tyler Technologies – RI Motor Vehicle (MV) Pricing Modifications

This is a request under City Ordinance 56-6 to award Tyler Technologies Munis an Enhancement Request for the RI MV Pricing Modifications in the amount \$4,462.50. Tyler Technologies is the sole source provider of our Munis Financial ERP Software.

The enhancement to the Munis software is going to allow for the mass pricing of motor vehicles in a new way. Each year, the City of Warwick receives approximately 110,000 motor vehicle records for taxation. Of those 110,000, roughly 18,000 of them come in with no value. This requires in house staff to manually price these vehicles using NADA software, websites, and other pricing methods. Often, we price a vehicle one year and the following year, it comes in unpriced again. This enhancement will have the computer check to see if the vehicle existed last year based on VIN and then take the price we input last year and depreciate it based on a parameter entered by the user then making it the price of the unpriced vehicle.

Also, there are certain statutory regulations for motor vehicles that require certain plate types and vehicles of a certain age be priced at a flat amount. More often than not, a lot of these vehicles come in unpriced as well. This will give us a mechanism to price those automatically.

Tyler Technologies does not outsource any of its software, the maintenance of it, nor the technical support of it.

This will be purchased from budget code 25-360 and from fiscal year 2017.

Cc: Ernie Zmyslinski, Finance Director

CODE: 25-360 MIS/Professional Services

SECTION 56-6

Bid2017-146 Annual Website Hosting

Virtual Town Hall Holdings, LLC
1300 Massachusetts Ave., Ste. 100
Boxborough, MA 01719

Contract Award: \$4,500.00

Contract Period: 10/1/16-9/30/17



CITY OF WARWICK
DIVISION OF MANAGEMENT
INFORMATION SERVICES
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL 401-738-2000

FAX 401-732-1307

SCOTT AVEDISIAN
MAYOR

CARLOS ZAMBRANO
MIS ADMINISTRATOR

To: Patricia A. Peshka, Purchasing Agent
From: Carlos D. Zambrano, MIS Administrator *CPZ*
Date: Tuesday, September 13, 2016
Re: Section 56-6 – Virtual Town and Schools annual license, customer support and Web Hosting

This is a request under City Ordinance 56-6 to award Virtual Town and Schools the annual license, customer support, ongoing maintenance and Web Hosting solutions for a total of \$4,500.00. Virtual Town and Schools is the company the currently host the City's website.

Virtual Town and Schools does not outsource any of its software, the maintenance of it, nor the technical support of it. A copy of the Sole Source letter from Virtual Town and Schools is provided.

This will be purchased from budget code 25-360.

This award covers the period of October 1, 2016 through September 30, 2017.

Cc: Ernie Zmyslinski, Finance Director



September 12, 2016

John Perra
Management Information Systems
Warwick City Hall
Annex Building, Second Floor
3275 Post Road
Warwick, RI 02886

Dear John,

I have attached an invoice for the annual renewal of our website services agreement, 10/1/16-9/30/17. This includes secure hosting, unlimited customer support, licensing, and the ongoing maintenance of the VTS content management system (CMS) that drives the functionality of the city website.

The city of Warwick is utilizing our proprietary software to manage its website. As such, VTS is the sole source for these services.

Please let us know if you have any other needs as you look to expand your online services.

Regards,

bill letsky

Bill Letsky
Vice President
Virtual Towns & Schools

Keeping You Ahead of Rising Expectations

CODE: 18-400 Finance/Contingency

SECTION 56-6

Bid2017-149 Moving Donated Furniture

Conlon Moving & Storage
55 Mead St.
Seekonk, MA 02771


Contract Award: \$16,785.00

PATRICIA A. PESHKA
PURCHASING AGENT



SCOTT AVEDISIAN
MAYOR

CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401)738-2000 EXT. 6240
FAX (401) 737-2364

To: Honorable Members of the Finance Committee
From: Patricia A Peshka, Purchasing Agent 
Date: September 22, 2016
Subject: Section 56-6, Exception to Bid

The City of Warwick was recently invited to MetLife Insurance Co in Warwick RI. MetLife is presently under a major renovation to an entire wing which is 4 floors high. They have offered the City of Warwick among other groups, the furniture in this area as a free donation. Myself and several other individuals from the City toured these areas to find that this furniture is in excellent condition. With these items we will be able to furnish the renovated Annex Building and several other departments. This will include full office set ups, furniture for several conference rooms, beautiful display cases to place in several of our departments, install much newer work stations for both the Assessors and Collector areas, and provide file cabinets to our Fire Stations and other departments and much more. Attached is an itemized list. To give an approximate example of the savings from this donation, on this list are approximately 13 manager office set ups. This set up includes an L shaped desk, chair, small round table with 4 guest chairs, bookcase and matching lateral file cabinet. Pricing of a new L shape desk alone, ranges from approximately \$700 to well over \$1,000. That would be a purchase price of \$9,100 to \$13,000 for only the desks.

Our total wish list, which we were asked to develop by MetLife, is attached and has been generously approved by MetLife. They are extremely happy to see that so many of these items could be used by us. I have attached pictures of several key items, which you will find in bold on the attached list.

The request is for the items on the attached list to be moved from MetLife and the rental of the trailers for 30 days allowing our DPW time for this transition. The only restriction for this donation is when these items must be removed from MetLife and moved to the City. Not to interfere with their renovations since these items are still presently in use by their employees, we

will have to remove these items on the weekend of October 22 and 23, 2016. Since this task is too large for our employees to tackle and the time restraints involved not to miss this generous donation we are unable to go out to bid for the service of a moving company. I have obtained three quotes for this project. I am requesting permission to hire Conlon Moving and Storage Co with the lowest quote at \$16,785.00. Conlon Moving is also the company that was used by the City for the School relocation project over this past summer. They are also involved in several phases of MetLife's renovation project and are very aware of the details and restraints that are before us.

Thank you for your consideration in this matter.

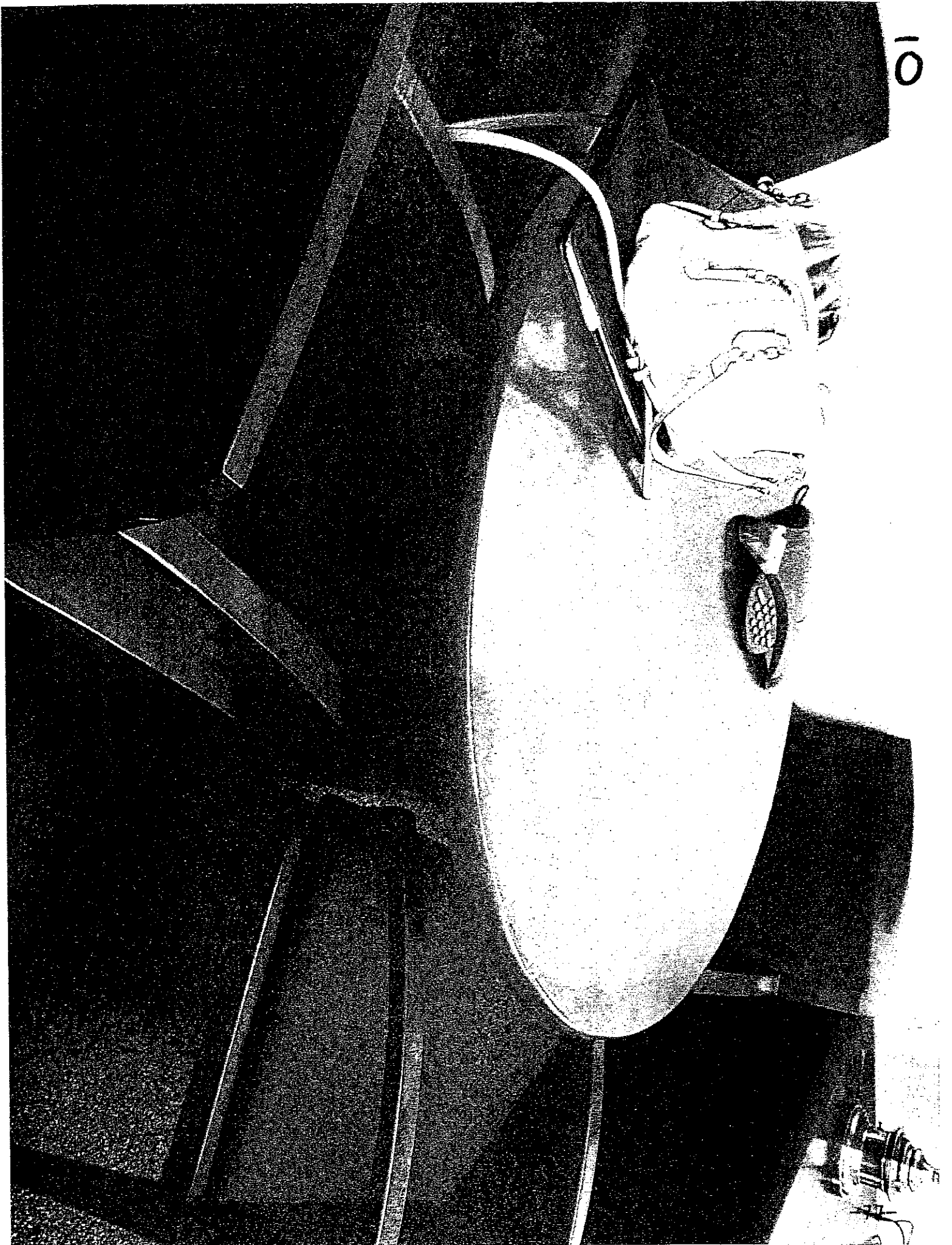
Item #	Pic #	Description	total
WORKSTATIONS			
1	1e (attached)	Smaller work stations (with partitions and chairs)	33
2	2	black coat rack unit	9
3	3	black tall storage cabinet	8
4	no pic	black 4 or 5 drawer lateral file cabinets	80
5	4	small wall tables (approx 18" by 4')	7
6	5	stationary chairs for above tables	4
MANAGERS OFFICE			
7	9 (attached)	L Shaped managers desk	13
8	9 (attached)	desk lamp	12
9	10 (attached)	desk chair	14
10	10(attached)	round table with 4 chairs	13
11	11(attached)	bookcase	12
12	no pic	wooden lateral file cabinet	12
EXECUTIVE FURNITURE			
13	12	receptionist desk set up with chairs and credenza	1
14	13	credenza	10
15	14	queen ann chairs	8
CONFERENCE ROOM FURNITURE			
16	no pic	Conference table and chairs seats 16	1
17	15	guest chairs to match 16 seat set - 72	116
18	no pic	Conference table and chairs - seats 10	2
19	16	Conference table and chairs - seats 8	1
20	17	Conference table and chairs seats 6	2
21	18	Conference table wood and chairs seats 8	2
22	19	Oval table with 4 chairs	3
MISCELLANOUS ITEMS			
23	20 (attached)	Glass curios	5
24	21	7' X 7' wall divider w/wings	2
25	22	stand alone white board	1
26	23	wall mount white board	3
27	24	art work	24
28	27	small round table	1
29	31	work table black	2
30	32	desk chair	5
31	33	guest chair	4
32	34	high back desk chair	57
33	35	stationary chair	12
34	no pic	book cases various sizes	23
35	no pic	cork board wall mount	1
36	no pic	shredder	1
37	no pic	tables 84" x 36"	2
38	no pic	tables 48" x 36"	1
39	no pic	file cabinets vertical 4 or 5 letter size	10
			517

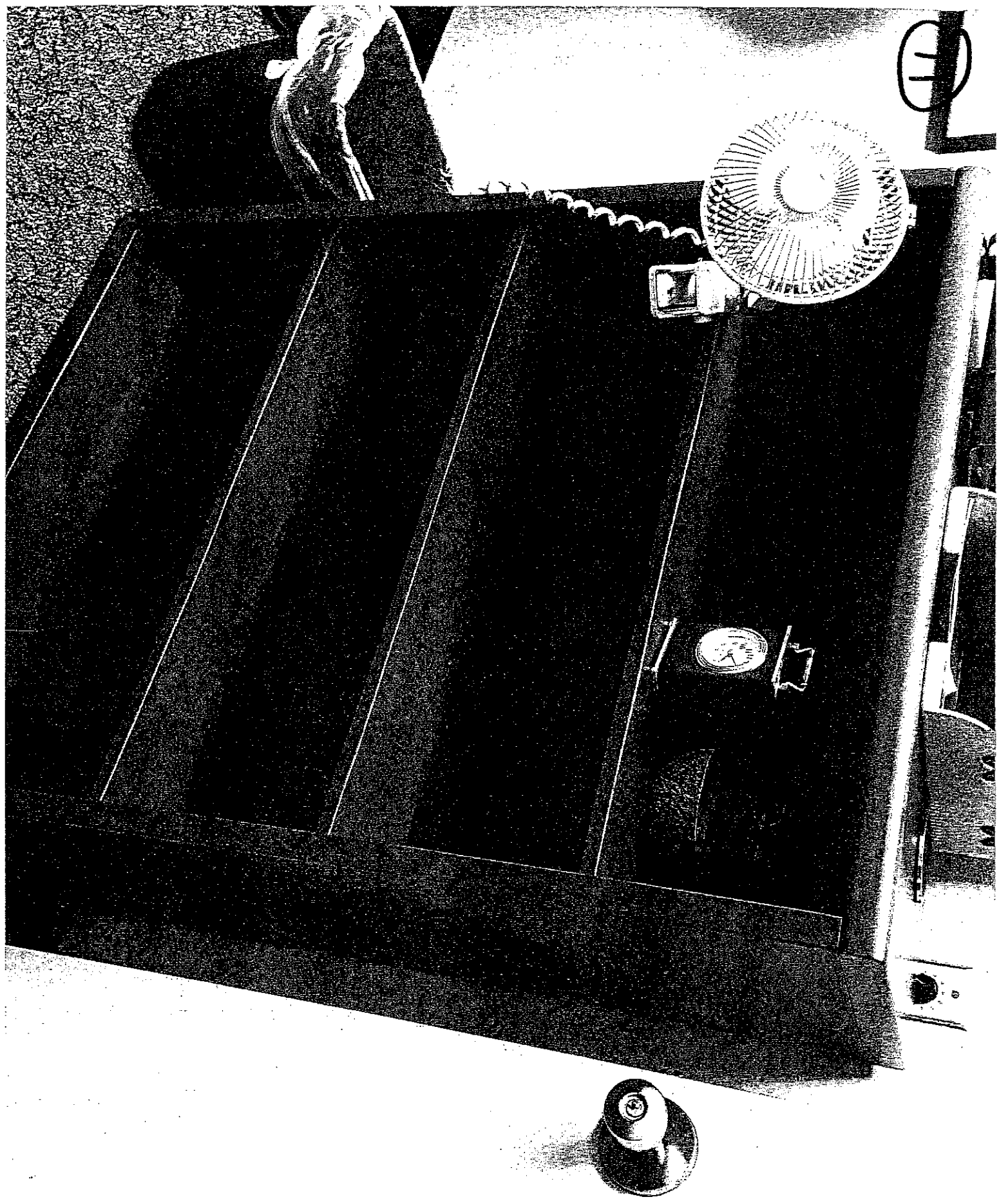
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1A
1/24/84









CODE: 25-360 MIS/Professional Services
25-303 MIS/Telephone

SECTION 56-10

Request permission to piggyback MPA #404

Bid2017-147 State of RI Telecommunication Services/Installation & Parts

American Tele-Connect Services, Inc.
64 Pettaconsett Ave.
Cranston, RI 02920

ePlus Technology, Inc.
13595 Dulles Technology Dr.
Herndon, VA 20171

Signet Electronic Systems, Inc.
106 Longwater Dr.
Norwell, MA 02061

Sertex, LLC
22 Center Pkwy.
Plainfield, CT 06374

3rd Millennium Communications, Inc.
29 Nate Whipple Hwy.
Cumberland, RI 02864

Synet, Inc.
205 Hallene Rd., Ste. 101
Warwick, RI 02886

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

Contract Award: \$10,000.00

Contract Period: Date of award – 8/31/18



CITY OF WARWICK
DIVISION OF MANAGEMENT
INFORMATION SERVICES
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL 401-738-2000

FAX 401-732-1307

SCOTT AVEDISIAN
MAYOR

CARLOS ZAMBRANO
MIS ADMINISTRATOR

To: Patricia A. Peshka, Purchasing Agent
From: Carlos D. Zambrano, MIS Administrator *CDZ*
Date: Tuesday, September 13, 2016
Re: Telecommunications Services – Installations and Parts

This is a request under City Ordinance 56-10 to piggy back the State Master Price Agreement (MPA) Number 404 with an Award Number of 3454850, 3454871, 3454869, 3454870, 3454860, 3454872 and 3454851 for Telecommunications Services-Installation and Parts to the companies listed below. The effective through date of this MPA is August 31, 2018.

AMERICAN TELE-CONNECT SERVICES INC
64 PETTACONSETT AVE
CRANSTON, RI 02920

THIRD MILLENNIUM COMMUNICATIONS INC
29 NATE WHIPPLE HWY
CUMBERLAND, RI 02864

EPLUS TECHNOLOGY INC
13595 DULLES TECHNOLOGY DR
HERNDON, VA 20171

SYNET INC
205 HALLENE RD STE 101
WARWICK, RI 02886

SIGNET ELECTRONIC SYSTEMS INC
106 LONGWATER DR
NORWELL, MA 02061

AZ CORP
46 NORWICH WESTERLY RD PO BOX 370
NORTH STONINGTON, CT 06359

SERTEX LLC
22 CENTER PKWY
PLAINFIELD, CT 06374

This bid will allow the City of Warwick to run cat 6 wiring to some buildings to include the police department, DPW buildings in Sandy Lane and fire stations 2, 4, and 9. This will allow the city to extend the wireless network. This project will also allow Verizon Wireless to install signal extenders in Fire stations 2, 4, and 9, they have low signal strength in those fire stations.

This bid is not to exceed \$10,000.00.

The effective through date of this bid is August 31, 2018, the funds will come out of fiscal year 2017.

Cc: Ernie Zmyslinski, Finance Director

Notice of Contract Purchase Agreement



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

V E N D O R	EPLUS TECHNOLOGY INC 13595 DULLES TECHNOLOGY DR HERNDON, VA 20171 United States
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MPA #404 - TELECOMMUNICATIONS SERVICES	
Award Number	3454872
Revision Number	0
Effective Period	01-FEB-2016 - 31-AUG-2018
Vendor Number	14603-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Solicitation Number	7550009
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadoret, David

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

MPA #404 - TELECOMMUNICATIONS SERVICES

BLANKET REQUIREMENTS: 2/1/16 - 8/31/18

AGENCIES MUST GET 3 FORMAL QUOTES. NOT TO EXCEED \$30,000 PER PROJECT. ANY PROJECT EXCEEDING \$30,000 REQUIRES THE APPROVAL OF THE DIVISION OF PURCHASES.

VENDOR CONTACT INFORMATION:
JENNIFER BRICKHILL
PHONE: 401-473-2814
E-MAIL: JBRICKHILL@EPLUS.COM
Reference Documents: USER GUIDE AND PRICING

INVOICE TO

MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST, RI MPA
United States

STATE PURCHASING AGENT


Nancy R. McIntyre

Notice of Contract Purchase Agreement



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

V E N D O R	AMERICAN TELE-CONNECT SERVICES INC 64 PETTACONSETT AVE CRANSTON, RI 02920 United States
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MPA #404 - TELECOMMUNICATIONS SERVICES	
Award Number	3454851
Revision Number	0
Effective Period	01-FEB-2016 - 31-AUG-2018
Vendor Number	29023-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Solicitation Number	7550009
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadoret, David

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

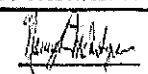
MPA #404 - TELECOMMUNICATIONS SERVICES

BLANKET REQUIREMENTS: 2/1/16 - 8/31/18

AGENCIES MUST GET 3 FORMAL QUOTES. NOT TO EXCEED \$30,000 PER PROJECT. ANY PROJECT EXCEEDING \$30,000 REQUIRES THE APPROVAL OF THE DIVISION OF PURCHASES.

VENDOR CONTACT INFORMATION:
KEVIN SILVEIRA, MAIN POINT OF CONTACT
PHONE: 401-941-9000
EMAIL: KSILV@ATSEAGLE.COM

DEB LOTOCKI, BILLING POINT OF CONTACT
PHONE: 401-941-9000
EMAIL: DEBBI@ATSEAGLE.COM

INVOICE TO MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	STATE PURCHASING AGENT  Nancy R. McIntyre
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Notice of Contract Purchase Agreement



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

V E N D O R	SIGNET ELECTRONIC SYSTEMS INC 106 LONGWATER DR NORWELL, MA 02061 United States
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MPA #404 - TELCOMMUNICATIONS SERVICES	
Award Number	3454870
Revision Number	0
Effective Period	01-FEB-2016 - 31-AUG-2018
Vendor Number	22476-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Solicitation Number	7550009
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadore, David

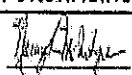
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MPA #404 - TELECOMMUNICATIONS SERVICES

BLANKET REQUIREMENTS: 2/1/16 - 8/31/18

AGENCIES MUST GET 3 FORMAL QUOTES. NOT TO EXCEED \$30,000 PER PROJECT. ANY PROJECT EXCEEDING \$30,000 REQUIRES THE APPROVAL OF THE DIVISION OF PURCHASES.

VENDOR CONTACT INFORMATION:
 JAMES COHEN
 PHONE: 781-871-5888 X 1190
 CELL: 781-962-5662
 E-MAIL: JAMES.COHEN@SIGNETGROUP.NET
 Reference Documents: USER GUIDE AND PRICING

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Notice of Contract Purchase Agreement



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

V E N D O R	SERTEX LLC 22 CENTER PKWY PLAINFIELD, CT 06374 United States
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MPA #404 - TELECOMMUNICATIONS SERVICES	
Award Number	3454871
Revision Number	0
Effective Period	01-FEB-2016 - 31-AUG-2018
Vendor Number	11640-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Solicitation Number	7550009
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadoret, David

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

MPA #404 - TELECOMMUNICATIONS SERVICES

BLANKET REQUIREMENTS: 2/1/16 - 8/31/18

AGENCIES MUST GET 3 FORMAL QUOTES. NOT TO EXCEED \$30,000 PER PROJECT. ANY PROJECT EXCEEDING \$30,000 REQUIRES THE APPROVAL OF THE DIVISION OF PURCHASES.

VENDOR CONTACT INFORMATION:
MICHAEL A. SOLITRO, CEO
PHONE: 860-317-1006
CELL: 401-230-2420
E-MAIL: MSOLITRO@SERTEXLLC.COM

SHAWN HARMON, VP OPERATIONS
PHONE: 860-317-1006 X 151

INVOICE TO
MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

STATE PURCHASING AGENT
 Nancy R. McIntyre

Notice of Contract Purchase Agreement



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

V E N D O R	THIRD MILLENNIUM COMMUNICATIONS INC 29 NATE WHIPPLE HWY CUMBERLAND, RI 02864 United States
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MPA #404 - TELECOMMUNICATIONS SERVICES	
Award Number	3454869
Revision Number	0
Effective Period	01-FEB-2016 - 31-AUG-2018
Vendor Number	3834-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Solicitation Number	7550009
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadoret, David

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MPA #404 - TELECOMMUNICATIONS SERVICES

BLANKET REQUIREMENTS: 2/1/16 - 8/31/18

AGENCIES MUST GET 3 FORMAL QUOTES. NOT TO EXCEED \$30,000 PER PROJECT.
 ANY PROJECT EXCEEDING \$30,000 REQUIRES THE APPROVAL OF THE DIVISION OF PURCHASES.

VENDOR CONTACT INFORMATION:

ALAN GRANT
 PHONE: 401-658-0145
 CELL: 401-439-8705
 E-MAIL: TMC10@COX.NET

PETER GRANT
 PHONE: 401-658-0145

INVOICE TO

MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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STATE PURCHASING AGENT
 Nancy R. McIntyre

Notice of Contract Purchase Agreement



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

V E N D O R	SYNET INC 205 HALLENE RD STE 101 WARWICK, RI 02886 United States
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MPA #404 - TELECOMMUNICATIONS SERVICES	
Award Number	3454860
Revision Number	0
Effective Period	01-FEB-2016 - 31-AUG-2018
Vendor Number	920-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Solicitation Number	7550009
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadoret, David

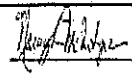
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MPA #404 - TELECOMMUNICATIONS SERVICES

BLANKET REQUIREMENTS: 2/1/16 - 8/31/18

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 ANY PROJECT EXCEEDING \$30,000 REQUIRES THE APPROVAL OF THE DIVISION OF PURCHASES.

VENDOR CONTACT INFORMATION:
DANA A. CAGGIANO
PHONE: 401-736-6450 X 15
CELL: 401-374-2795
E-MAIL: DCAGGIANO@SYNETINC.COM
Reference Documents: USER GUIDE AND PRICING

INVOICE TO	STATE PURCHASING AGENT
MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	 Nancy R. McInby

Notice of Contract Purchase Agreement



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

V E N D O R	AZ CORP 46 NORWICH WESTERLY RD PO BOX 370 NORTH STONINGTON, CT 06359 United States
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MPA #404 - TELECOMMUNICATIONS SERVICES	
Award Number	3454850
Revision Number	0
Effective Period	01-FEB-2016 - 31-AUG-2018
Vendor Number	20313-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Solicitation Number	7550009
Freight	Paid
Payment Terms	NET 30
Buyer	- Cadoret, David

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MPA #404 - TELECOMMUNICATIONS SERVICES

BLANKET REQUIREMENTS: 2/1/16 - 8/31/18

AGENCIES MUST GET 3 FORMAL QUOTES. NOT TO EXCEED \$30,000 PER PROJECT. ANY PROJECT EXCEEDING \$30,000 REQUIRES THE APPROVAL OF THE DIVISION OF PURCHASES.

VENDOR CONTACT INFORMATION:
 ROBERT NAULT
 PHONE: 800-400-2420 X 5308
 CELL PHONE: 781-223-1069
 E-MAIL: RNAULT@A-ZCORP.COM
 Reference Documents: USER GUIDE AND PRICING

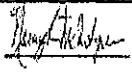
INVOICE TO

MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

STATE PURCHASING AGENT
 Nancy R. McIntyre

ANNE POWERS, ESCALATION POINT OF CONTACT
PHONE: 401-941-9000
EMAIL: APOWERS@ATSEAGLE.COM

ORDERS POINT OF CONTACT
PHONE: 401-941-9000
EMAIL: SERVICE@ATSEAGLE.COM
Reference Documents: USER GUIDE AND PRICING

INVOICE TO		
MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States		STATE PURCHASING AGENT  Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....IV
PURCHASE ORDER STANDARD TERMS AND CONDITIONSIV
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERIV
INSURANCE REQUIREMENTS (ADDITIONAL)IV
MULTI YEAR AWARDIV
PURCHASE AGREEMENT AWARDIV
AUTHORIZATION AND RELEASEIV
PARTIAL PAYMENTSV
EQUAL OPPORTUNITY COMPLIANCEV
CAMPAIGN FINANCE COMPLIANCEV
TERMS AND CONDITIONS OF PRICING AGREEMENTV

Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**CONTRACT USER GUIDE
TELECOMMUNICATIONS SERVICES
MASTER PRICE AGREEMENT ("MPA") #404
BID SOLICITATION #7550009
CONTRACT TERM 2/1/2016 – 8/31/2018
THERE ARE NO RENEWAL OPTIONS AVAILABLE FOR THIS MPA**

Agencies and Vendors should review the following information.

Work specifications:

Vendors to provide services/materials to state agencies, municipalities and higher education to support, maintain, and expand various types of telecommunication and infrastructure systems already installed.

Who can use this contract:

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

Agency requirements:

1. Project cap is \$30,000. Any project over \$30,000 will require prior written approval by the Purchasing Agent; agency should provide written request to buyer.
2. Agencies are required to obtain 3 written quotes; a Certified Minority Business Enterprise should be solicited whenever possible.
3. Agency should obtain Certificates of Insurance in accordance with the MPA Bid Solicitation. When commercial general liability is required, ensure that the Agency is the Certificate Holder and Both the Agency and the State of Rhode Island are Additional Insured.
4. The prices/rates provided in this MPA represent the maximum price/rate that may be charged by Vendors. The unit pricing includes regular time and overtime rates per hour.
5. All labor billed as person hours, or as part of equipment operation hours, shall be compensated at Rhode Island prevailing wage rates.
6. No engagements for multiple sites shall be negotiated; each site requires a separate quotation and engagement.
7. No Vendor shall provide services or begin work unless and until a purchase order has been issued for the respective project and received by Vendor. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy.
8. Agencies should be familiar with the requirements including maintaining vendor "time-in/time-out" logs and verifying billable hours against the logs.
9. State agencies are required to comply with the following procedures and spending limits of purchase as described below:

Vendor requirements:

- Contractors must have an understanding of the operation and maintenance of tools and equipment of the trade.
- Contractors must establish and maintain effective working relationships with those contacted in the course of the Project such as customers, project managers, inspectors, and other crafts, including assisting others and working cooperatively.
- Contractors shall maintain records related to work performed including use of computers.
- Contractors must be able to read and interpret plans, diagrams, drawings, instructions, and related technical materials.
- Contractors must be able to plan and direct the work of semi-skilled and apprentice workers.
- Contractors shall be responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed or damaged must be restored to their original condition.
- Contractor must respond to agency requests for service. Repeated non-responses by a contractor may be cause for removal from the MPA.
- Contractors must receive prior approval from the User Agency to perform any and all projects including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and contractors shall not be compensated for such services. In addition Contractors shall be held accountable for any unauthorized services and responsible for compensating the User Agency if any damage occurs. User Agencies the contracting authority shall be responsible for requesting Contractor service and compensating Contractors.
- Contractors shall be responsible for cleaning the work area after the Project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition.
- Contractors shall be responsible for informing designated User Agency personnel to status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates and accrued and project costs.
- The User Agency must be advised and must approve if more than (1) person is necessary on the project.
- Contractors shall be required to complete User Agency "time-in/time-out logs. All Projects related work is to be coordinated through designated User Agency personnel. In addition, a suitable Contractor work order form shall be maintained by the User Agency documenting Contractor personnel on the Project site, together with start and completion times. The Contractor representatives must sign the work order form and retain a copy for his/her files.
Work order forms shall be used for verifying billable hours.
- All Contractors personnel shall dress appropriately with clear identification of the employee's name.
- Travel time shall not be an allowable expense. All billable time is for on-site services unless approved in writing by the User Agency.
- Contractors shall be responsible for supplying all equipment needed to complete Projects. All tools and equipment are to be included in the Contractors hourly rate. Charges for additional equipment beyond the scope of a standard service call must be authorized in

writing by the User Agency.

- In addition to license requirements, Contractors must certify that all work/services performed for User Agencies shall be performed by an individual(s) holding valid Rhode Island licenses.

Vendor contact information is below and also on each purchase order.

Vendor pricing is attached to each purchase order.

PO 3454851

AMERICAN TELE-CONNECT SERVICES:

KEVIN SILVEIRA, MAIN POINT OF CONTACT

PHONE: 401-941-9000

EMAIL: KSILV@ATSEAGLE.COM

DEB LOTOCKI, BILLING POINT OF CONTACT

PHONE: 401-941-9000

EMAIL: DEBBI@ATSEAGLE.COM

ANNE POWERS, ESCALATION POINT OF CONTACT

PHONE: 401-941-9000

EMAIL: APOWERS@ATSEAGLE.COM

ORDERS POINT OF CONTACT

PHONE: 401-941-9000

EMAIL: SERVICE@ATSEAGLE.COM

PO 3454872

EPLUS TECHNOLOGY

JENNIFER BRICKHILL

PHONE: 401-473-2814

EMAIL: JBRICKHILL@EPLUS.COM

PO 3454850

AZ CORP

ROBERT NAULT

PHONE: 800-400-2420 X 5308

CELL PHONE: 781-223-1069

EMAIL: RNAULT@A-ZCORP.COM

PO 3454860

SYNET INC

DANA A. CAGGIANO

PHONE: 401-736-6450 X 15

CELL: 401-374-2795

EMAIL: DCAGGIANO@SYNETINC.COM

Continued on next page

PO 3454869

THIRD MILLENIUM

ALAN GRANT

PHONE: 401-658-0145

CELL: 401-439-8705

EMAIL: TMC10@COX.NET

PETER GRANT

PHONE: 401-658-0145

CELL: 401-529-6085

EMAIL: PCGRANTPCG@YAHOO.COM

LAURIE GRANT

PHONE: 401-658-0145

EMAIL: LGRANT.TMC10@YAHOO.COM

PO 3454870

SIGNET

JAMES COHEN

PHONE: 781-871-5888 X 1190

CELL: 781-962-5662

EMAIL: JAMES.COHEN@SIGNETGROUP.NET

PO 3454871

SERTEX

MICHAEL A. SOLITRO, CEO

PHONE: 860-317-1006

CELL: 401-230-2420

EMAIL: MSOLITRO@SERTEXLLC.COM

SHAWN HARMON, VP OPERATIONS

PHONE: 860-317-1006 X 151

CELL: 860-771-1992

EMAIL: SHARMON@SERTEXLLC.COM

LAUREL PEPIN, OFFICE MANAGER/ACCOUNTING

PHONE: 860-317-1006 X 114

EMAIL: LPEPIN@SERTEXLLC.COM

DIVISION OF PURCHASES CONTACT:

Name: David A. Cadoret

Title: Chief Buyer

Tel: 401-574-8131

Email: david.cadoret@purchasing.ri.gov

OPENING DATE & TIME: 12/18/2015 AT 2PM		BLANKET REQUIREMENTS: 02/17/2016 to 08/31/16		ATTACHMENT 'A'		SYRTEX		THRUWIRE/MI/EN/UM/MS/SE		AMERICAN TELECONNECT		AZCORP		SIGNET	
Line	DESCRIPTION	QTY	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	TSA Telecom Installation Apprentice rate 1-01-16 to 12-31-16	240	Hour	\$66.00	\$15,840.00	\$65.00	\$15,600.00	\$65.49	\$15,717.60	\$140.00	\$33,600.00	\$95.00	\$22,800.00	\$95.00	\$22,800.00
2	TSA Telecom Installation Apprentice rate 1-01-17 to 12-31-17	240	Hour	\$71.00	\$17,040.00	\$65.00	\$15,600.00	\$66.77	\$16,008.00	\$140.00	\$33,600.00	\$90.00	\$21,600.00	\$90.00	\$21,600.00
3	TSA Telecom Installation Apprentice rate 1-01-18 to 8-31-18	240	Hour	\$72.00	\$17,280.00	\$70.00	\$16,800.00	\$72.21	\$17,330.40	\$140.00	\$33,600.00	\$95.00	\$22,800.00	\$95.00	\$22,800.00
4	TST Telecom Installation Technician rate 1-01-16 to 12-31-16	800	Hour	\$88.00	\$70,400.00	\$70.00	\$56,000.00	\$85.40	\$68,320.00	\$140.00	\$112,000.00	\$90.00	\$72,000.00	\$90.00	\$72,000.00
5	TST Telecom Installation Technician rate 1-01-17 to 12-31-17	800	Hour	\$90.00	\$72,000.00	\$70.00	\$56,000.00	\$85.77	\$68,616.00	\$140.00	\$112,000.00	\$95.00	\$76,000.00	\$95.00	\$76,000.00
6	TST Telecom Installation Technician rate 1-01-18 to 8-31-18	800	Hour	\$92.00	\$73,600.00	\$70.00	\$56,000.00	\$72.21	\$57,768.00	\$140.00	\$112,000.00	\$100.00	\$80,000.00	\$100.00	\$80,000.00
7	TST Telecom Service Technician rate 1-01-16 to 12-31-16	800	Hour	\$84.00	\$67,200.00	\$70.00	\$56,000.00	\$65.49	\$52,392.00	\$140.00	\$112,000.00	\$90.00	\$72,000.00	\$90.00	\$72,000.00
8	TST Telecom Service Technician rate 1-01-17 to 12-31-17	800	Hour	\$96.00	\$76,800.00	\$70.00	\$56,000.00	\$65.77	\$52,616.00	\$140.00	\$112,000.00	\$95.00	\$76,000.00	\$95.00	\$76,000.00
9	TSA Telecom Service Technician rate 1-01-18 to 8-31-18	800	Hour	\$88.00	\$70,400.00	\$95.00	\$76,000.00	\$72.21	\$57,768.00	\$140.00	\$112,000.00	\$100.00	\$80,000.00	\$100.00	\$80,000.00
10	Telecommunications Engineering rate 1-01-16 to 12-31-16	400	Hour	\$82.00	\$32,800.00	\$95.00	\$38,000.00	\$176.00	\$70,400.00	\$140.00	\$56,000.00	\$90.00	\$36,000.00	\$90.00	\$36,000.00
11	Telecommunications Engineering rate 1-01-17 to 12-31-17	400	Hour	\$84.00	\$33,600.00	\$95.00	\$38,000.00	\$190.00	\$76,000.00	\$140.00	\$56,000.00	\$95.00	\$38,000.00	\$95.00	\$38,000.00
12	Telecommunications Engineering rate 1-01-18 to 8-31-18	400	Hour	\$87.00	\$34,800.00	\$105.00	\$42,000.00	\$136.00	\$54,400.00	\$140.00	\$56,000.00	\$100.00	\$40,000.00	\$100.00	\$40,000.00
13	Telecommunications Project Manager rate 1-01-16 to 12-31-16	240	Hour	\$103.00	\$24,720.00	\$75.00	\$18,000.00	\$125.00	\$30,000.00	\$125.00	\$30,000.00	\$90.00	\$21,600.00	\$90.00	\$21,600.00
14	Telecommunications Project Manager rate 1-01-17 to 12-31-17	240	Hour	\$103.00	\$24,720.00	\$79.00	\$18,960.00	\$130.00	\$31,200.00	\$125.00	\$30,000.00	\$95.00	\$22,800.00	\$95.00	\$22,800.00
15	Telecommunications Project Manager rate 1-01-18 to 8-31-18	240	Hour	\$106.00	\$25,440.00	\$82.00	\$19,680.00	\$135.00	\$32,400.00	\$125.00	\$30,000.00	\$100.00	\$24,000.00	\$100.00	\$24,000.00
16	AutoCAD Documentation Tech rate 1-01-16 to 12-31-17	160	Hour	\$57.00	\$9,120.00	\$95.00	\$15,200.00	\$121.00	\$19,360.00	\$140.00	\$22,400.00	\$60.00	\$9,600.00	\$60.00	\$9,600.00
17	AutoCAD Documentation Tech rate 1-01-17 to 12-31-17	160	Hour	\$60.00	\$9,600.00	\$95.00	\$15,200.00	\$150.00	\$24,000.00	\$140.00	\$22,400.00	\$65.00	\$10,400.00	\$65.00	\$10,400.00
18	AutoCAD Documentation Tech rate 1-01-18 to 8-31-18	160	Hour	\$62.00	\$9,920.00	\$95.00	\$15,200.00	\$136.00	\$21,760.00	\$140.00	\$22,400.00	\$90.00	\$14,400.00	\$90.00	\$14,400.00
19	Fusion Splices Per Hour 1-01-16 to 12-31-16	160	Hour	\$105.00	\$16,800.00	\$50.00	\$8,000.00	\$65.48	\$10,476.80	\$110.00	\$17,600.00	\$90.00	\$14,400.00	\$90.00	\$14,400.00

OPENING DATE & TIME: 12/18/2015 AT 2PM BLANKET REQUIREMENTS: 02/01/2016 to 08/31/18 ATTACHMENT: A		THIRD MILLENNIUM AMERICAN TELECONNECT										SIGNET					
		SERTECH	SYNET														
20	Fusion Splicer Per Hour 1-01-17 to 12-31-17	160 Hour	\$107.00	\$17,120.00	\$97.00	\$15,520.00	\$50.00	\$15,520.00	\$97.00	\$8,000.00	\$68.75	\$11,003.20	\$110.00	\$17,600.00	\$35,600.00	\$19,200.00	
21	Fusion Splicer Per Hour 1-01-18 to 8-31-18	160 Hour	\$110.00	\$17,600.00	\$105.00	\$16,800.00	\$50.00	\$16,800.00	\$105.00	\$9,000.00	\$72.31	\$11,553.60	\$110.00	\$17,600.00	\$19,000.00	\$16,000.00	
22	OVERTIME RATE Per Hour Telecom Installation Apprentice 1-01-18 to 12-31-18	160 Hour	\$96.00	\$14,960.00	\$77.00	\$12,320.00	\$97.50	\$12,320.00	\$97.50	\$15,600.00	\$91.69	\$14,670.40	\$210.00	\$33,600.00	\$16,600.00	\$17,600.00	
23	OVERTIME RATE Per Hour Telecom Installation Apprentice 1-01-17 to 12-31-17	160 Hour	\$90.00	\$14,400.00	\$79.00	\$12,640.00	\$97.50	\$12,640.00	\$97.50	\$15,600.00	\$96.26	\$15,404.80	\$210.00	\$33,600.00	\$11,500.00	\$16,400.00	
24	OVERTIME RATE Per Hour Telecom Installation Apprentice 1-01-18 to 8-31-18	160 Hour	\$92.00	\$14,720.00	\$90.00	\$12,800.00	\$105.00	\$12,800.00	\$105.00	\$16,800.00	\$101.09	\$16,174.40	\$210.00	\$33,600.00	\$12,000.00	\$19,200.00	
25	OVERTIME RATE Per Hour TST Telecom Installation Technician 1-01-18 to 12-31-18	160 Hour	\$107.00	\$17,120.00	\$95.00	\$14,880.00	\$105.00	\$14,880.00	\$105.00	\$16,800.00	\$91.69	\$14,670.40	\$210.00	\$33,600.00	\$10,000.00	\$17,600.00	
26	OVERTIME RATE Per Hour TST Telecom Installation Technician 1-01-17 to 12-31-17	160 Hour	\$110.00	\$17,600.00	\$95.00	\$15,200.00	\$105.00	\$15,200.00	\$105.00	\$16,800.00	\$96.26	\$15,404.80	\$210.00	\$33,600.00	\$11,500.00	\$18,400.00	
27	OVERTIME RATE Per Hour TST Telecom Installation Technician 1-01-18 to 8-31-18	160 Hour	\$113.00	\$18,080.00	\$98.00	\$15,680.00	\$105.00	\$15,680.00	\$105.00	\$16,800.00	\$101.09	\$16,174.40	\$210.00	\$33,600.00	\$12,000.00	\$19,200.00	
28	OVERTIME RATE Per Hour Telecom Service Technician 1-01-18 to 12-31-18	160 Hour	\$115.00	\$18,400.00	\$98.00	\$15,200.00	\$105.00	\$15,200.00	\$105.00	\$16,800.00	\$91.69	\$14,670.40	\$210.00	\$33,600.00	\$11,000.00	\$17,600.00	
29	OVERTIME RATE Per Hour Telecom Service Technician 1-01-17 to 12-31-17	160 Hour	\$116.00	\$18,560.00	\$98.00	\$15,360.00	\$105.00	\$15,360.00	\$105.00	\$16,800.00	\$96.26	\$15,404.80	\$210.00	\$33,600.00	\$11,500.00	\$18,400.00	
30	OVERTIME RATE Per Hour Telecom Service Technician 1-01-18 to 8-31-18	160 Hour	\$121.00	\$19,360.00	\$98.00	\$15,680.00	\$105.00	\$15,680.00	\$105.00	\$16,800.00	\$101.09	\$16,174.40	\$210.00	\$33,600.00	\$12,000.00	\$19,200.00	
31	OVERTIME RATE Per Hour Telecommunications Engineering 1-01-18 to 12-31-18	160 Hour	\$62.00	\$13,120.00	\$110.00	\$17,600.00	\$142.50	\$17,600.00	\$142.50	\$22,800.00	\$125.00	\$20,000.00	\$210.00	\$33,600.00	\$11,000.00	\$17,600.00	
32	OVERTIME RATE Per Hour Telecommunications Engineering 1-01-17 to 12-31-17	160 Hour	\$64.00	\$13,440.00	\$112.00	\$17,920.00	\$142.50	\$17,920.00	\$142.50	\$22,800.00	\$130.00	\$20,800.00	\$210.00	\$33,600.00	\$11,500.00	\$18,400.00	
33	OVERTIME RATE Per Hour Telecommunications Engineering 1-01-18 to 8-31-18	160 Hour	\$67.00	\$13,920.00	\$115.00	\$18,400.00	\$142.50	\$18,400.00	\$142.50	\$22,800.00	\$135.00	\$21,600.00	\$187.50	\$30,000.00	\$12,000.00	\$19,200.00	
34	OVERTIME RATE Per Hour Telecommunications Project Manager 1-01-18 to 12-31-18	160 Hour	\$100.00	\$16,000.00	\$97.00	\$15,520.00	\$142.50	\$15,520.00	\$142.50	\$22,800.00	\$125.00	\$20,000.00	\$187.50	\$30,000.00	\$11,000.00	\$17,600.00	
35	OVERTIME RATE Per Hour Telecommunications Project Manager 1-01-17 to 12-31-17	160 Hour	\$103.00	\$16,480.00	\$99.00	\$15,840.00	\$142.50	\$15,840.00	\$142.50	\$22,800.00	\$130.00	\$20,800.00	\$187.50	\$30,000.00	\$11,500.00	\$18,400.00	
36	OVERTIME RATE Per Hour Telecommunications Project Manager 1-01-18 to 8-31-18	160 Hour	\$108.00	\$17,280.00	\$101.00	\$16,160.00	\$142.50	\$16,160.00	\$142.50	\$22,800.00	\$135.00	\$21,600.00	\$187.50	\$30,000.00	\$12,000.00	\$19,200.00	
37	OVERTIME RATE Per Hour AutoCAD Documentation Tech 1-01-16 to 12-31-16	160 Hour	\$77.00	\$12,320.00	\$105.00	\$16,800.00	\$142.50	\$16,800.00	\$142.50	\$22,800.00	\$125.00	\$20,000.00	\$210.00	\$33,600.00	\$10,500.00	\$16,800.00	
38	OVERTIME RATE Per Hour AutoCAD Documentation Tech 1-01-17 to 12-31-17	160 Hour															

OPENING DATE & TIME: 12/18/2015 AT 2:28PM BLANKET REQUIREMENTS: 02/01/2016 to 08/31/16 ATTACHMENT "A"		AMERICAN TELECONNECT										
		SYNET	THIRD MILLENNIUM	AMERICAN TELECONNECT	AZ CORP	SYNET	THIRD MILLENNIUM	AMERICAN TELECONNECT	AZ CORP	SYNET	THIRD MILLENNIUM	
39	OVERTIME RATE Per Hour AutoCAD Documentation Tech 1-01-16 to 8-31-16	160 Hour	\$12,800.00	\$17,280.00	\$142.50	\$22,800.00	\$13,000.00	\$22,800.00	\$20,800.00	\$210.00	\$33,600.00	\$17,600.00
40	OVERTIME RATE Per Hour Fusion Splicer 1-01-16 to 12-31-16	160 Hour	\$13,440.00	\$17,600.00	\$142.50	\$22,800.00	\$13,500.00	\$22,800.00	\$21,600.00	\$210.00	\$33,600.00	\$18,400.00
41	OVERTIME RATE Per Hour Fusion Splicer 1-01-17 to 12-31-17	160 Hour	\$20,160.00	\$20,000.00	\$75.00	\$12,000.00	\$16,500.00	\$12,000.00	\$14,670.40	\$165.00	\$26,400.00	\$18,400.00
42	OVERTIME RATE Per Hour Fusion Splicer 1-01-18 to 8-31-18	160 Hour	\$20,640.00	\$20,640.00	\$75.00	\$12,000.00	\$19,200.00	\$12,000.00	\$15,404.80	\$165.00	\$26,400.00	\$19,200.00
43	Material & Equipments Rates: Telescopic or Slinger Boom Bucket Truck 29' to 32' per hour 1-01-16 to 12-31-16	240 Hour	\$7,680.00	\$30,000.00	\$80.00	\$19,200.00	\$25,000.00	\$19,200.00	\$6,240.00	\$125.00	\$30,000.00	no bid
44	Telescopic or Slinger Boom Bucket Truck 29' to 32' per hour 1-01-17 to 12-31-17	240 Hour	\$7,920.00	\$36,000.00	\$80.00	\$19,200.00	\$26,000.00	\$19,200.00	\$6,720.00	\$125.00	\$30,000.00	no bid
45	Telescopic or Slinger Boom Bucket Truck 29' to 32' per hour 1-01-18 to 8-31-18	240 Hour	\$9,160.00	\$42,000.00	\$60.00	\$19,200.00	\$50,000.00	\$19,200.00	\$7,200.00	\$125.00	\$30,000.00	no bid
46	Line Truck with a Telescopic or Slinger Boom Bucket per hour 1-01-16 to 12-31-16	80 Hour	\$3,600.00	\$0.00	\$100.00	\$8,000.00	\$0.00	\$8,000.00	no bid	\$125.00	\$10,000.00	no bid
47	Bucket per hour 1-01-17 to 12-31-17	80 Hour	\$3,760.00	\$0.00	\$100.00	\$8,000.00	\$0.00	\$8,000.00	no bid	\$125.00	\$10,000.00	no bid
48	Line Truck with a Telescopic or Slinger Boom Bucket per hour 1-01-18 to 8-31-18	80 Hour	\$3,840.00	\$0.00	\$100.00	\$8,000.00	\$0.00	\$8,000.00	no bid	\$125.00	\$10,000.00	no bid
49	4000W-5000W Portable Generator Per Hour 1-01-16 to 12-31-16	180 Hour	\$1,600.00	\$0.00	\$25.00	\$4,000.00	\$0.00	\$4,000.00	\$800.00	N/A	N/A	no bid
50	4000W-5000W Portable Generator Per Hour 1-01-17 to 12-31-17	180 Hour	\$1,780.00	\$0.00	\$25.00	\$4,000.00	\$0.00	\$4,000.00	\$960.00	N/A	N/A	no bid
51	4000W-5000W Portable Generator Per Hour 1-01-18 to 8-31-18	180 Hour	\$1,920.00	\$0.00	\$25.00	\$4,000.00	\$0.00	\$4,000.00	\$1,120.00	N/A	N/A	no bid

SERIEX		SYNET		THIRD MILLENNIUM		AMERICAN TELECONNECT		AZ CORP		SYNET		TELECOM	
PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
OPENING DATE & TIME: 12/18/2015 AT 2PM BLANKET REQUIREMENTS: 02/01/2016 to 06/31/18 ATTACHMENT "A"													
Provide % Mark-Up on Materials over cost:													
52	01-16 to 12-31-16	15	10	10	10	20	20	15	15	15	15	15	15
53	01-17 to 12-31-17	15	12	12	12	20	20	15	15	15	15	15	15
54	01-18 to 6-31-18	15	14	14	14	20	20	15	15	15	15	15	15
Provide % Mark-Up on Manufactures Equipment over cost:													
55	ADC	15.00%	\$15.00	15	15.00%	20.00%	20.00%	15	15	15	15	15	15
56	3M	15.00%	\$15.00	15	15.00%	20.00%	20.00%	15	15	15	15	15	15
57	American Power Conversion	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
58	AMP	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
59	Belden	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
60	NEXAN	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
61	B-Line	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
62	Carlson	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
63	Chatsworth	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
64	Commscope	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
65	Corning	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
66	Eaton	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
67	Fluke	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
68	Galat	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
69	General Cable	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
70	Guardian Telecom	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
71	Hubbell	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
72	Leviton	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
73	Maxwell	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
74	Middle Atlantic	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
75	Mohawk	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
76	Molex	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
77	Ontronics	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
78	Panduit	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
79	Rittal	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
80	Supalot Essex	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
81	Systemax	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
82	Tripp Lite	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
83	Whitford	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
84	Mita	15.00%	15	15	15	20.00%	20.00%	15	15	15	15	15	15
85	Minimum % Mark-Up for Manufactures Equipment Cost not listed.	15.00%	15.00%	15	15.00%	20.00%	20.00%	15	15	15	15	15	15