

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	Fiscal Year
2016-4	Collection Services	Rossi Law Offices, LTD 28 Thurber Blvd. Smithfield, RI 02917-1881	\$500,000.00	7/1/17-6/30/19	1	6-12	FY 18/19
2016-323	Maintenance Contract for Panasonic Cf-74 Mobile Laptops	CTS Services, Inc. 260 Maple St. Bellingham, MA 02019	\$1495.00		2	6-12	
2017-82	Professional Consulting Firm to Assist with the Development of a Renewable Energy Strategy	Clean Economy Development, LLC 127 Dorrance St., 5 th Floor Providence, RI 02903	\$5,000.00				

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code	Fiscal Year
2017-199	Health & Dental Insurance Consultant	Cornerstone Gencorp 931 Jefferson Blvd. #3001 Warwick, RI 02886	\$16,000.00	Date of Award through April 2017			
2017-209	Taser Cartridges	TASER International 17800 N 85 th St. Scottsdale, AZ 85255	\$4,298.90			56-6	
2017-210	Map Conversion, indexing, Tagging, Linking and Loading on to the 20/20 System	ACS/XEROX 7301 Fly Rd. East Syracuse, NY 13057	\$22,725.75			56-6	

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

1. Request permission to extend PCR 57-15 (Sub A) from \$940,000.00 to \$1,440,000.00 and extend from July 1, 2017 to June 30, 2019.
2. Request permission to increase PCR 75-16 (Sub A) from \$8,360.00 to \$9,855.00

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: December 22, 2016

RE: Bids for the Finance Committee on Wednesday, January 4, 2017

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CODE: 22-360 Professional Services

SECTION 6-12

Request permission to extend PCR 57-15 (Sub A) from \$940,000.00 to \$1,440,000.00 and extend from July 1, 2017 to June 30, 2019.

2016-4 Collection Services

Rossi Law Offices, LTD
28 Thurber Blvd.
Smithfield, RI 02917-1881

Contract Increase: \$500,000

Contract Period: 7/1/17 – 6/30/19



Kyla A Jones
Tax Collector

Scott Avedisian
Mayor

CITY OF WARWICK
Tax Collectors Office
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
(401) 738-2000

December 13, 2016

Council Members
3275 Post Road
Warwick, RI 02886

Re: 6-12 Alteration of Collection Services Contract Bid # 2016-4

Dear Council Members:

The City of Warwick's Tax Collectors office is recommending a 6-12 Alteration of the Collections Service Contract Bid # 2016-4. The cost for the service is based on the amount of taxes collected for non-litigation services of 14.5% and ligation collection services for 24%. Rossi Law Office was the lowest qualified bidder awarded the current contract and we would like to extend the contract under the same terms and conditions as the current contract. At this point in time Rossi Law Office holds approximately 26,000 accounts and have already successfully notified and helped to collect approximately \$10,000. Attempting to move this collection to another agency could disrupt current collection activity and the Tax Collector's Office would not recommend doing so.

Respectfully Submitted,

Kyla A Jones
Tax Collector

ROSSI LAW OFFICES, LTD.

December 9, 2016

ROBERT V. ROSSI
Admitted in MA and RI only

RONALD A. MORIN
Admitted in RI and CT only

LISA MADDEN O'NEIL
Admitted in RI and CT only

Kyla A Jones
Tax Collector for the City of Warwick
Warwick City Hall
3275 Post Road
Warwick, RI 02886

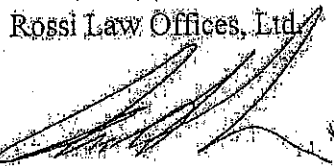
RE: Contract for Collection of Delinquent Tangible and Motor Vehicle Excise Taxes

Dear Ms. Jones:

I request that our contract with the City of Warwick for the collection of delinquent tangible and motor vehicle excise taxes be extended for another two (2) years. This extension is under the same terms and conditions as stated in our contract.

Thank you for your consideration.

Yours truly,
Rossi Law Offices, Ltd.



Robert V. Rossi

/rvt

28 THURBER BOULEVARD
SMITHFIELD, RI 02917-1881
PHONE: 401.281.7700
FAX: 401.282.5466

CODE: 30-340 Service Contracts

SECTION 6-12

Request permission to increase PCR 75-16 (Sub A) from \$8,360.00 to \$9,855.00

2016-323 Maintenance Contract for Panasonic Cf-74 Mobile Laptops

CTS Services, Inc.
260 Maple St.
Bellingham, MA 02019

Contract Increase: \$1,495.00

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

December 13, 2016

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

Dear Mrs. Peshka;

Spending Authorization: Laptop Warranties (40)
Bid# 2016-323 6-12 Alteration to Maintenance Contracts
Funding Source: Police Operating Budget Code: 30-340

The Police Department is requesting an alteration to Bid 2016-323 to allow for the addition of 9 laptop computers that were mistakenly left off of the original bid. This alteration will cover these computers under this bid contract until it expires on June 1, 2017.

The contract for this extended warranty coverage was awarded to CTS Services Inc. and has been priced at \$1,495.00 for the remaining six months of the contract. This additional cost would increase this award from \$8,360.00 to \$9,855.00 for the contract period.

Funding for this purchase, if approved, will be from Police Operating Budget Code-30-340

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

Sincerely,

A handwritten signature in black ink that reads "Robert S. Nelson".

Robert S. Nelson
Major
Administrative Bureau Commander

CTS Services, Inc.

Phone: 508.528.7720
Fax: 508.966.9734
260 Maple Street
Bellingham, MA 02019



Quote

No.: **103637**
Date: **12/7/2016**

Prepared for:
Chris Cunningham (401) 275-3348
Warwick City Police Department
99 Veterans Memorial Drive
Warwick, RI 02886 USA

Prepared by: Michelle Carlow
Account No.: 13321
Phone: (401) 468-4200

Quantity	Description	UOM	Sell	Total
9	CF-53 Service Agreement 1 Year Back to Depot w/ADP <i>Panasonic CF-74 Extended Service Contract with Accidental Damage Coverage Includes Pickup and Return to Depot 1 Year Contract Includes all system components except consumable items: battery, battery charger, stylus pen and printing on keyboard, screen protection sheets The program covers up to one major failure per unit, per year for the LCD screen, keyboard, hard drive and motherboard The maximum benefit is one major component repair per unit, per year. Major components include: LCD, motherboard, keyboard or hard drive. This agreement does not cover such situations as intentional abuse, fire, loss, theft, normal wear, cosmetic issues not affecting functionality</i> Pricing Reflects 6 month Contract Pricing Contract Period: December 1, 2016 -May 31 2017 CF 53 AugZY1M, SN Covered TBD SN Covered SN Covered: Excluded from Contract consumable items not covered under contract battery, battery charger, stylus pen and printing on keyboard all other parts covered	EA	\$299.00	\$2,691.00

Item Total:	<u>\$2,791.00</u>
Your Price:	\$1,495.00
Total:	<u>\$1,495.00</u>

Prices are firm until 12/31/2016

Terms: Net 15

Prepared by: Michelle Carlow, mcarlow@ctsservices.com

Date: 12/7/2016

Accepted by: _____

Date: _____

Disclaimer

All prices quoted are valid for 15 business days unless otherwise noted. Please return signed quote so that your order can be placed. Thank you for your business.

Bid2017-82 Professional Consulting Firm to Assist with the Development of a Renewable Energy Strategy

- 2 bids submitted

CODE: 18-400 Contingency/Expense

MANNER OF AWARD \$5,000

RECOMMEND Clean Energy Development, LLC

Clean Economy Development, LLC	127 Dorrance St., 5 th Floor	Providence, RI 02903
Best Practice Energy, LLC	24 Salt Pond Rd., Ste. H3	Wakefield, RI 02879

PRICING AS FOLLOWS

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.



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.

VENDOR	ADDRESS	CITY	STATE
Best Practice Energy, LLC	24 Salt Pond Rd, Ste. H3	Wakefield	RI
E2Sol	10 Dorrance St., Ste. 700	Providence	RI
Rethinking Power Management	745 Boylston St., 7th Floor	Boston	MA
Clean Economy Development, LLC	127 Dorrance St., 5th Floor	Providence	RI

Bid2017-199 Health & Dental Insurance Consultant

- 3 bids submitted

CODE: 75-188 Health Insurance Consultant \$15,000.00

CODE: 18-360 Professional Services/Expense \$1,000.00

MANNER OF AWARD \$16,000

RECOMMEND Cornerstone Gencorp

=====

The Hilb Group of New England, LLC Cornerstone Gencorp

931 Jefferson Blvd. #3001 Warwick, RI 02886

Group Benefits Strategies 11 Midstate Drive, Suite 200 Auburn, MA 015201

USI Insurance Services 475 Kilvert Street Warwick, RI 02886

	GBS	USI	Cornerstone
Cost for this services as outlined in this RFP (Section II)	\$15,540.00	\$48,800.00	\$16,000.00
Any Additional Costs	\$0.00	\$0.00	\$0.00
Total Cost	*\$15,450.00	\$48,800.00	\$16,000.00

*This cost proposal assumes six (6) in-person meetings at the City of Warwick. Additional meetings will be billed at an hourly rate of \$125 and will not include travel time.

Any work requested to be performed outside of the scope of services will be billed at an hourly rate of \$125



Jean Bouchard
Personnel Director

Scott Avedisian
Mayor

CITY OF WARWICK
DIVISION OF PERSONNEL
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
Tel (401) 738-2000 - Fax (401) 732-7636
T.D.D. (401) 739-9158

TO: Honorable City Council
FROM: Jean Bouchard, Director of Personnel *Jmb*
DATE: December 20, 2016
SUBJECT: Health and Dental Insurance Consultant

The City issued an RFP for Health and Dental consultant services to assist with the solicitation, review, and evaluation of health and dental insurance plan coverage.

As shown below, three (3) submittals were received with the accompanying fee proposals.

	Group Benefit Strategies (GBS)	Hilb Group of New England (Cornerstone)	USI Insurance Services
Cost of Services	\$15,450	\$16,000	\$48,800
Additional services/meeting attendance	\$125/hour	na	na

The scope of work for the consulting service includes:

- Analyzing and evaluating proposals in connection with health and dental insurance procurement and making a final recommendation to the City Administration and the City Council.
- Recommending and negotiating with various third parties to procure health and dental insurance coverage, prescription drug coverage, vision coverage and Medicare Supplement coverage.
- Preparation of a report and meeting with the City Administration and City Council.

Both GBS and Cornerstone submitted responsive, competitive offers to provide the level of services that the City requires to obtain cost-effective group health and dental insurance coverage for active and retired employees for the fiscal year beginning July 1, 2017.

Although their fee represents a minor additional direct cost (\$550), we are recommending award of the bid to Cornerstone in the amount of \$16,000. The firm is based in Warwick and the City has had a successful experience working with their lead consultant with each of the three most recent health bid solicitations. In addition, Cornerstone has offered to meet onsite as needed while GBS's offer provides 6 local meetings after which a \$125/hour charge is incurred.

Contract Period: N/A
CODE: 30-340 Service Contracts

SECTION 56-6

Request permission to purchase Taser Cartridges from TASER International as a proprietary source of all equipment and supply of Taser related products.

2017-209 Taser Cartridges

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

Contract Award: \$4,298.90

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

December 14, 2016

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

Re: Request for Spending Authorization
City Ordinance 56-6 Exception to Bid
Purchase Taser System Cartridges/Battery packs
Funding Source: Budget Code 30-340

Dear Mrs. Peshka,

The Police Department is seeking authorization to purchase 100 Taser Cartridges for the purpose of training and re-certification of our current qualified officers. Additionally, the Police Department is requesting to purchase 10 battery packs. The Warwick Police Department currently uses 20 Electronic Control Devices (ECD) from Taser International, Model X26P and has a number of officers qualified to deploy the weapons as necessary. The cartridges that are being purchased will be used by officers during a re-certification training to be held at a future date. The re-certification training requires the deployment of two cartridges per officer. The additional cartridges will be held by the department as spares in inventory. Because they are only compatible with the X26P, these cartridges must be purchased from Taser International as a proprietary source of all equipment and supply of Taser related products.

The items to be purchased are listed below:

100 Training Cartridges.....	\$2,472.00
50 Hybrid Cartridges.....	\$1,432.50
10 DMP Battery packs.....	\$ 385.40
Total.....	\$4,298.90

We would be purchasing this equipment directly from Taser International Products for a total cost of \$4,298.90. If approved, funding for this purchase will be from the Police Operating Budget Code: 30-340. Please feel free to contact me if you have any questions.

Sincerely,

Robert S. Nelson
Major
Administrative Bureau Commander

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

INTEROFFICE MEMORANDUM

TO: Deputy Chief Babula
FROM: Captain Brad Connor
SUBJECT: Taser Purchase
DATE: 12/12/2016

Deputy Chief Babula,

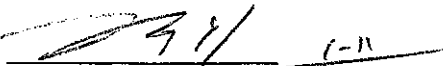
In regards to our conversation on December 12, I have sought out and received price quotes from Taser Internationals for the purchase of Taser equipment. Specifically, it is requested that we purchase the following items:

10 DMP Battery packs.....\$385.40
100 Training Cartridges.....\$2,472
50 25' Hybrid Cartridges.....\$1,432
Total:.....\$4,298

Currently, we have only 1 battery pack in our inventory and we have been seeing a number of batteries fail. Therefore it is imperative that we resupply our back up batteries. Additionally, we will be conducting mandatory end user Taser recertification this spring which will require each user to fire 2 Taser cartridges. We currently have 75 15" cartridges that were initially purchased for training but can be used operationally if needed. These cartridges, along with 100 newly purchased training cartridges would be needed to complete the recertification.

We are also looking to purchase 50 25' cartridges to resupply our inventory. Currently, we have zero 25' units which require us to rely on the 15' cartridges; which is not ideal.

Thank you for your consideration in this matter,


Captain Brad Connor
Professional Standards Division

TASER International

Protect Life. Protect Truth.

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

Bradford Connor
(508) 647-9500
(401) 468-4327
bradford.connor@warwickri.com



TASER

Quotation

Quote: Q-93854-1
Date: 12/13/2016 7:33 AM
Quote Expiration: 12/30/2016
Contract Start Date*: 12/13/2016
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:
Bradford Connor
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
10	26700	DPM Battery PK Assembled	USD 38.54	USD 385.40	USD 0.00	USD 385.40
100	44205	Cartridge - Simulation	USD 24.72	USD 2,472.00	USD 0.00	USD 2,472.00
50	44203	CARTRIDGE - 25' HYBRID	USD 28.65	USD 1,432.50	USD 0.00	USD 1,432.50
Hardware Total Before Discounts:						USD 4,289.90
Hardware Net Amount Due:						USD 4,289.90

Grand Total USD 4,289.90

**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:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-93854-1

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.
© 2013 TASER International, Inc. All rights reserved.

Contract Period: N/A
CODE: 308-408 Land Evidence Restricted Fund

SECTION 56-6

Request permission to utilize ACS (Xerox) as a sole source vendor.

2017-210 Map Conversion, Indexing, Tagging, Linking and Loading on to the 20/20 System

ACS/XEROX
7301 Fly Rd.
East Syracuse, NY 13057

Contract Award: \$22,725.75



CITY OF WARWICK
OFFICE OF THE CITY CLERK
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000, ext. 6221
FAX (401) 738-6639
T.D.D. 739-9150

SCOTT AVEDISIAN
MAYOR

JUDY WILD
CITY CLERK

To Patricia Peshka, Purchasing Agent
From: Judy Wild - City Clerk
Date: December 13, 2016
RE: EXCEPTION TO PUBLICATION – SOLE SOURCE VENDOR

Please consider this memo a request for an exception to publication under 56-6 of the Warwick Code of Ordinances, since ACS (Xerox) is a sole source vendor for this service. The project will enable the City to add Plat Cards/Maps to the 20/20 System for the Land Evidence Division of the City Clerk's Office.

This project will be funded thru Code 308-0408 – Land Evidence Restricted Fund.

The Project: Map conversion, indexing, tagging, linking and loading on to the 20/20 System:

1. Indexing of 2,249 maps into Customer's 20/20 System - \$6,184.75
2. 1174 – Aperture Cards Maps Scanning and Placing on Film includes tagging, linking, and loading of maps in system - \$10,566.00
3. 1075 - Non Aperture Card Maps Scanning and Placing of Film includes tagging, linking, and loading of maps in system - \$5375.00
4. Maps pick-up and Drop Off round trip from East Syracuse to Warwick - \$600.00

**ongoing map conversion to digital image, placing on film, indexing, tagging, linking and loading to 20/20 system \$5.00 per map

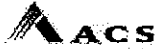
All work will be performed in our secure film laboratory located in Syracuse, NY

ALL MAPS WILL BE COPIED TO A CD AND SHIPPED TO CITY CLERK'S OFFICE

COST OF PROJECT: \$22,725.75

Project will add the map indexing program to the 20/20 System allowing the user to search, view and print any map/plat from the terminals and also on the on-line service program offered by the City of Warwick which will generate additional revenue to the city clerk's office.

If you have any questions, I can be reached at ext. 6212.



A XEROX Company

Sales Order #

CUSTOMER NO 287192	DATE 12/13/2016	Platform 20/20 / Foresight	Cost center (Sales support)
------------------------------	---------------------------	--------------------------------------	-----------------------------

Please use new customer number from the customer list.

B City Clerk I _____	S Same H _____
L City Hall L _____	I _____
3275 Post Road T _____	P _____
O Warwick, RI 02886 O _____	T _____

E-mail address: judy.wild@warwickri.com

CUSTOMER CONTACT: Judy Wild PHONE: 401-838-2000 P.O. NO.: _____

SALES REP: Alfredo Frauenfelder SALES REP'S NO.: _____

PRODUCT - sales support	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Map Conversion, Indexing, Tagging, Linking, Loading			\$ -
	1) Indexing of 2,249 maps into Customer's 20/20 System	2,249	\$ 2.75	\$ 6,184.75
	2) Aperture Card Maps Scanning and Placing on Film	1,174	\$ 9.00	\$ 10,566.00
	Includes tagging, linking, and loading of maps in system			\$ -
	3) Non Aperture Card Maps Scanning and Placing of Film	1,075	\$ 5.00	\$ 5,375.00
	Includes tagging, linking, and loading of maps in system			\$ -
	All maps will be copied to a CD and shipped to customer			\$ -
	4) Maps Pick Up and Drop Off round trip from East Syracuse to Warwick - All staff time and travel expenses included	2	\$ 300.00	\$ 600.00
				\$ -
	5) Ongoing map conversion to digital image, placing on film, indexing, tagging, linking, and loading to 20/20 System	Ongoing	\$ 5.00	Ongoing
				\$ -

SPECIAL INSTRUCTIONS: SUBTOTAL \$ 22,725.75

The Xerox Account Rep will travel to the offices of the City Clerk in Warwick to package and pick up the current 2,249 maps. Once these maps have been processed, they will be returned to the City Clerk by Xerox traveling from the East Syracuse Production Facility to the City Clerk's Office in Warwick. For the ongoing processing of maps, the City Clerk will make a full size copy of the recorded map and ship the copy of the map to Bob DeBarr at 7301 Fly Road, East Syracuse, NY 13057. Once the copied map has been processed, the copy will be destroyed. This will be carried out on an ongoing basis. The customer will be billed on an ongoing basis as maps are processed at the per-unit rate shown in this Sales Order.

TAX %
i.e. .08 or .0725

SALES TAX \$0.00

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize ACS to proceed on this matter as set forth herein.

FREIGHT F.O.B.

CUSTOMER SIGNATURE: _____ DATE: _____

SALES APPROVAL Alfredo Frauenfelder 12/13/2016 TOTAL \$ 22,725.75

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to ACS within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this agreement, then ACS shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. ACS shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requestd ACS to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes ACS to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL ACS BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY-FIVE PERCENT (25%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ACS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST ACS ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL ACS BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to ACS, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: ACS shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of ACS, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from ACS within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, ACS may terminate this agreement for breach. Termination by ACS shall be effective upon written notice to Customer. Customer agrees to discontinue use of all ACS-owned materials no later than the effective date of termination and return such ACS-owned materials to ACS within thirty (30) calendar days after termination.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides ACS with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by ACS throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate ACS for all services performed through the effective date of the cancellation.

Stop Work: ACS is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will ACS be required to perform services or provide deliverables in the absence of available funding.