

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

STEPHEN J. BARANOWSKI
Town Councilman
FRANK D. LOMBARDI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.ci.carmel.ny.us

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD VOTING MEETING/ WORK SESSION
Wednesday, January 19, 2022 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Roll Call - Attendance**
- **Public Comment Three (3) Minutes Agenda Items Only**

Town Board Voting Meeting:

- Accept Town Board Minutes December 15, 2021
1. Res: Making Probationary Promotional Appointment of Detective Town of Carmel Police Department
 2. Res: Authorizing the Scheduling of Public Hearing on the Fire Protection Districts and Ambulance Districts for 2022 Contracts (February 9, 2022)
 3. Res: Making Appointment of Assessment Assistant – Office of Town Assessor
 4. Res: Making Probationary Appointment of Real Property Appraiser- Office of Town Assessor
 5. Res: Making Appointment of Senior Account Clerk – Town of Carmel Accounting Department
 6. Res: Authorizing Request for Proposal Pursuant to Property Maintenance Law Chapter 114
 7. Res: Authorizing Improvements at Sycamore Park (Eagle Scout Candidate Conor Watts, Troop 1, Mahopac)
 8. Res: Authorizing Renewal of Licensing Agreement with ASCAP (American Society of Composers, Authors and Publishers)
 9. Res: Authorizing Request for Proposals – Concession Stand at Sycamore Park
 10. Res: Authorizing Advertisement for Bids – Dry Hydrant Installation Carmel Fire Protection District #2
 11. Res: Acknowledging Emergency Repairs/Services – Carmel Water and Sewer Districts
 12. Res: Authorizing Entry into Agreement with East of Hudson Watershed Corporation for Installation of Stormwater Retrofit Project

13. Res: Authorizing the Purchase of Microfiltration Membrane Units- Carmel Sewer District #2 Wastewater Treatment Plant
14. Res: Accepting Proposals for Professional Services Environmental Remediation
15. Res: Authorizing Attendance at Seminar (Town Engineer Richard Franzetti – New York Water Environment Association Conference February 7, 2022)
16. Res: Authorizing Signing of Change Order #1 Carmel Sewer District #2 Wastewater Treatment Plant Bar Screen and Grit Classifier Replacement – Contract # C275
17. Res: Approving Application for Tuition Reimbursement Carmel Police Department
18. Res: Authorizing Advertising for Bids for Cleaning of Police Uniforms
19. Res: Authorizing Award of Bid for Purchase of Gasoline for Town Vehicles
20. Res: Authorizing Award of Bid for Purchase of Police Uniforms
21. Res: Authorizing Acceptance of Proposal for Police Vehicle Equipment Installation
22. Res: Pursuant to Governor Hochul Executive Order No. 11.1- Assessor Exemption Applications
23. Res: Authorizing Awarding of Bid for the Purchase of Road Salt-Town of Carmel Highway Dept.
 - **Town Board Member Comments/Announcement**
 - **Motion to Adjourn Voting Meeting**

Motion to Open Town Board Work Session:

- **Public Comment Three (3) Minutes Agenda Items Only**
 - Review of Town Board Minutes January 5, 2022
1. Consider Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
 2. James Gilchrist, Director of Recreation & Parks and Nina Kallmeyer, Senior Recreation Leader – Consider Request to Authorize Purchase and Installation of Playground Equipment – Town of Carmel Airport Park
 3. Richard Franzetti, PE, Town Engineer – Consider Request to Acknowledge Emergency Repairs and Services Carmel Sewer District #2
 4. Richard Franzetti, PE, Town Engineer – Hazen Arcadis – Presentation of East of Hudson Community Wastewater Planning Assistance Program

Motion to Move Into Executive Session:

1. Glenn Droese, Town Assessor – Gregory Folchetti, Town Legal Counsel – Certiorari Litigation Update

RESOLUTION #1

**RESOLUTION MAKING PROBATIONARY PROMOTIONAL
APPOINTMENT OF DETECTIVE
TOWN OF CARMEL POLICE DEPARTMENT**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Police Department hereby appoints Officer Daniel Shea to the position of Detective, effective immediately, on a promotional probationary basis subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #2

RESOLUTION AUTHORIZING THE SCHEDULING OF PUBLIC HEARING

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts for the year 2022, to be held on the 9th day of February 2022 at the Town Hall, 60 McAlpin Avenue, Mahopac, NY at 7:00 p.m. or soon thereafter that evening as possible; said contracts to be advertised and posted as follows:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$ 846,500.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$ 1,500,000.00
Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$ 888,375.00
Carmel Volunteer Ambulance Corps	Ambulance Service Carmel Ambulance District #1	\$ 220,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services Carmel Ambulance District #1	\$ 13,000.00

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to publish a notice of the Public Hearing in the official newspapers of the Town and to post a notice of said hearing on the bulletin board of the Town, said notices to be published and posted a minimum of ten days prior to the Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #3

**RESOLUTION MAKING APPOINTMENT OF
ASSESSMENT ASSISTANT
OFFICE OF THE TOWN ASSESSOR**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Barbara Alosco to the position of Assessment Assistant in the Town of Carmel Assessor's Office at a CSEA Group 5 Step 2 salary level effective immediately, subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #4

**RESOLUTION MAKING PROBATIONARY APPOINTMENT OF
REAL PROPERTY APPRAISER
OFFICE OF THE TOWN ASSESSOR**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Amanda Clerici to the position of Real Property Appraiser in the Town of Carmel Assessor's Office at a CSEA Group 7 Step 2 salary level effective immediately, on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #5

**RESOLUTION MAKING APPOINTMENT OF
SENIOR ACCOUNT CLERK TOWN OF CARMEL
ACCOUNTING DEPARTMENT**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Doreen Cazzari to the position of Senior Account Clerk in the Town of Carmel Accounting Office at a CSEA Group 5 Step 2 salary level effective immediately, subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #6

RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS PURSUANT TO PROPERTY MAINTENANCE LAW CHAPTER 114

RESOLVED that the Town Board of the Town of Carmel, in accordance with Chapter 114 of the Town of Carmel Town Code titled "Property Maintenance" hereby authorizes Town of Carmel Director of Codes Enforcement, Michael Carnazza to solicit/request proposals for the cleanup and correction of Town Code violations existing for the property located at 300 Seminary Hill Road (Town of Carmel TM#66.-2-20.3).

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #7

RESOLUTION AUTHORIZING IMPROVEMENTS AT SYCAMORE PARK

RESOLVED that the Town Board of the Town of Carmel, in connection with the proposed Eagle Scout project of Conor Watts of Boy Scouts of America Troop #1 Mahopac, hereby authorizes the performance of improvements at Sycamore Park in accordance with the memorandum and plans provided by Director of Recreation and Parks James R. Gilchrist as detailed in his memorandum to the Town Board dated January 3, 2022; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates for all vendors and contractors proposed to perform improvements in connection with this authorization in form acceptable to Town Counsel, the aforesaid work may be commenced.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #8

RESOLUTION AUTHORIZING RENEWAL OF LICENSING AGREEMENT WITH ASCAP

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the renewal of the License Agreement with ASCAP for public performances of copyrighted music for the year 2022 at an annual rate of \$390.00; and

BE IT FURTHER RESOLVED that the James Gilchrist, Director of Recreation and Parks, is hereby authorized to sign any necessary documents and/or reports concerning said renewal on behalf of the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #9

RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS

RESOLVED that, pursuant to the request of the Director of Recreation and Parks, the Town Clerk of the Town of Carmel is hereby authorized to solicit proposals for a vendor to operate the concession stand at Sycamore Park for a three (3) year period commencing March 21, 2022.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #10

RESOLUTION AUTHORIZING ADVERTISEMENT FOR BIDS

RESOLVED that, Ann Spofford, Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for the installation of a dry hydrant within Carmel Fire Protection District #2 at 278 Drewville Road location; and

BE IT FURTHER RESOLVED, that such authorization shall be deemed to include any necessary professional surveying services which may be required in connection with the design and installation/construction of the referenced dry hydrant; and

BE IT FURTHER RESOLVED that upon finalization and completion of bid specifications, Town Engineer Richard J. Franzetti, P.E. is to furnish detailed specifications for the above to the Town Clerk which are to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #11

RESOLUTION ACKNOWLEDGING EMERGENCY REPAIRS/SERVICES CARMEL WATER AND SEWER DISTRICTS

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs as fully detailed in the memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated December 28, 2021, as attached hereto and made a part thereof.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: December 28, 2021

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 2 ~ Radio Network Transmission Troubleshooting

In August and September of 2021, Inframark, the operators for CWD2, notified the Engineering Department that there were communication problems with the radio systems between the Everett Road and Lindy the storage tanks back to the water department building that operates the controls to tell the pumps. It was determined that the programable logic controllers (PLC), which control the pumps feeding the storage tanks needed to be replaced. to turn on and off. The storage tanks, at that time, were being operated manually. The work included site visits and the replaced of the PLCs at the tanks. Attached are invoices in the amount of \$11,105.00 and \$5,896.83 for Engineered Solutions Corporation to make this repair.

- Carmel Sewer District 2 ~ Clarifier Drive Number 3

On December 6, 2021, Inframark, the operators for CSD2, notified the Engineering Department that the clarifier drive for unit #3 has failed. At that time an emergency purchase order (PO) was issued to GMH the amount of \$10,000 to initiate the repair of this unit. This repair is needed due to the potential for hydraulic overloads within in the plant and violations to the SPDES permit. Attached is an invoice in the amount of \$12,844.39 for GMH to make this repair.

We request that this memorandum be put into the agenda as a matter of record.

Engineered Solutions Corporation

**P.O Box 5110
Wayne, NJ 07474-5110
(201) 768-1942**

Invoice

DATE	INVOICE NO.
9/30/2021	22990

BILL TO
Town of Carmel Sewer and Water Districts 60 McAlpin Ave Mahopac, NY 10541

Project Information		TERMS	DUE DATE
Water District		Net 30	12/25/2021
SCADA Support			
DATE	DESCRIPTION	AMOUNT	
9/10/2021	On-site System Troubleshooting Support Two trips made - During the day for Radio Network Troubleshooting and again at night to respond to an emergency situation See Daily Field Service Report for more information Two Engineers Travel to and from Site Daily Field Service Report	5,377.50	
9/11/2021	On-site System Troubleshooting Support Troubleshoot main radio in Treatment Plant and get it working properly. See Daily Field Service Report for more information One Engineer Travel to and from Site Daily Field Service Report	1,711.25	
9/14/2021	On-site System Troubleshooting Support Radios testing and PLC troubleshooting at remote sites (Lindy and Everett Tanks); both PLCs are dead and need replacement per manufacturer support; troubleshoot analog signal wiring in treatment plant See Daily Field Service Report for more information Two Engineers Travel to and from Site Daily Field Service Report	4,016.25	
		Sales Tax (0.0%)	\$0.00
		Total	\$11,105.00

Engineered Solutions Corporation

P.O Box 5110
Wayne, NJ 07474-5110
(201) 768-1942

Invoice

DATE	INVOICE NO.
8/31/2021	22964

BILL TO
Town of Carmel Sewer and Water Districts 60 McAlpin Ave Mahopac, NY 10541

Project Information		TERMS	DUE DATE
Water District		Net 30	12/18/2021
SCADA Support			
DATE	DESCRIPTION	AMOUNT	
8/5/2021	On-site System Troubleshooting Support - Carmel Water Treatment Plant Troubleshooting radio issues at Treatment Plant. Installing radios back at Lindy and Everett. Tracing wiring in the treatment plant. See Daily Field Service Report for more information Three Engineers on site Travel to and from Site Daily Field Service Report	5,559.33	
8/21/2021	Researching PLC programs and Ethernet module configuration in the old PLCs	225.00	
8/26/2021	Further research on old PLCs	112.50	
		Sales Tax (0.0%)	\$0.00
		Total	\$5,896.83

EXHIBIT "B"

**Emergency Justification Form
Town of Carmel Procurement Policy**

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: Engineering

Vendor name: Engineered Solutions Corp

Nature of emergency: PCL Troubleshooting at Water Plant and Storage Tanks

Estimated cost:

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.
- The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.
- Other (provide explanation):

Purchasing Agent's signature for approval: 

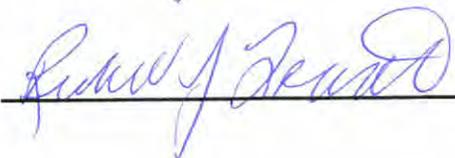
Department Head's signature for approval: 

EXHIBIT "B"

**Emergency Justification Form
Town of Carmel Procurement Policy**

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: Engineering

Vendor names: GMH

Nature of emergency: CSD2 Clarifier Drive #3

Estimated cost:

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.
- The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.
- Other (provide explanation):

Purchasing Agent's signature for approval: Richard Franjth

Department Head's signature for approval: Richard Franjth

Esteves, Donna

From: Brann, Thomas <thomas.brann@inframark.com>
Sent: Monday, December 6, 2021 1:58 PM
To: Franzetti, Richard
Cc: Esteves, Donna; Boyd, Diane; Grippo, Arthur; Harris, Carrie; Batz, Michael
Subject: CSD 2 emergency P.O. request for Clarifier Dr., #3

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Richard,

I'm requesting an emergency purchase order for CSD 2 to possibly repair or number 3# primary clarifier Drive as it has failed and is not functioning at this time. This is a significant problem that needs to be resolved as soon as possible which may not be readily that easy to repair, this could also cause significant plant disruptions and possible long-term violations to our permit as the wastewater treatment plant was designed to operate with 2 clarifiers In service this could create hydraulic overloading conditions.

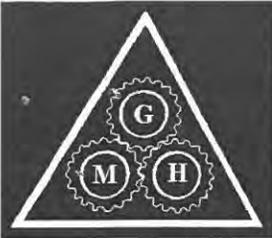
I would like a emergency P.O. for the GMH company out of New Jersey in the amount of \$10,000 to initiate a possible repair. They are an approved vendor for the town and do have the proper knowledge to make this repair if possible.

As you are aware the primary Clarifier Drive tank 1# one is out of service we're waiting on the town to execute a bid proposal to acquire the parts to repair it.

Please generate this purchase order as quickly as you can so I can supply it to the vendor and have them respond. Please know if they will not respond without a purchase order.

Tom Brann

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G.M.H. Associates of America, Inc.

New York State Certified
Service-Disabled Veteran-Owned Business

5 Chelton Way, Bldg. 15, Trenton, N.J. 08638

Mechanical, Electrical Engineering and Sales

(609) 396-4751 Fax: (609)396-1067

Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

Quote #: Q21257G		Quote	Date: 12/09/2021	Quote #: Q21257G
Customer: Carmel SD, Inframark			Attn: Arthur Grippo, Plant Supervisor	
Address: 2 Renwick Street Newburgh, NY 12550		Fax:	Phone: 845-541-3904	
Qty	Line	Description	Unit	Extended
1	1	G.M.H. Associates of America, Inc. will supply all supervision, labor, equipment and materials to do the following: Rebuild Worm Gearbox, Adapter Bearing Assembly, and Motor for #3 Primary Clarifier..... Total Price this Quote..... ***NOTE*** 1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden. 2.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adders +/-25%..		 <u>\$ 12,844.39</u> \$ 12,844.39



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Additional if applicable. Included with installation quote section acceptance.

Delivery: Per factory

Taxes: Additional if applicable.

Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts.
1/3 with order to do shop and site engineering, pre-remanufacturing, stage and order materials and subcontractors (if any).
1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

*** MATERIALS SUPPLY NOTES *** (If applicable)

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.
 - A.) Handrail at tank center.
 - B.) Launder support rods and channels.
 - C.) Spare Parts.
 - D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
 - E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.



G.M.H. Associates of America, Inc.

5 Chelton Way, Bldg. 15, Trenton, N.J. 08638

Mechanical, Electrical Engineering and Sales

(609) 396-4751 Fax: (609)396-1067 Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

New York State Certified
Service-Disabled Veteran-Owned Business

PO #: 29639	Job #: 2112-142	Date: 12/09/2021	Invoice #: 21C12142S
Customer: Carmel SD, Inframark		Attn: Arthur Grippo, Plant Supervisor	
Address: 2 Renwick Street Newburgh, NY 12550		Fax:	Phone: 845-541-3904

Qty	Line	Description	Unit	Extended
1	1	G.M.H. Associates of America, Inc. did supply all supervision, labor, equipment and materials to do the following:		
1	2	Rebuild Worm Gearbox, Adapter Bearing Assembly, and Motor for #3 Primary Clarifier.....		\$ 12,844.39
3		Total Amount Due this Invoice.....		\$ 12,844.39



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Terms: Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee.



G.M.H. Associates of America, Inc.

New York State Certified
Service-Disabled Veteran-Owned Business

5 Chelten Way, Bldg. 15, Trenton, N.J. 08638
Mechanical, Electrical Engineering and Sales

(609) 396-4751 Fax: (609)396-1067 Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

PO #: 29639	Job #: 2112-141	Date: 12/06/2021	Invoice #: 21C12141S
Customer: Carmel SD, Inframark		Attn: Arthur Grippo, Plant Supervisor	
Address: 2 Renwick Street Newburgh, NY 12550		Fax:	Phone: 845-541-3904

Qty	Line	Description	Unit	Extended
	1	G.M.H Associates of America, Inc, did Supply all supervision, labor, equipment and materials to do the following:		
1	2	Service Call for One Person to come up and Troubleshoot Drive Unit.....		\$ 1,500.00
	3	Total Amount Due this Invoice.....		\$ 1,500.00



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Terms: Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee.

RESOLUTION #12

RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT WITH EAST OF HUDSON WATERSHED CORPORATION FOR INSTALLATION OF STORMWATER RETROFIT PROJECT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes entry into an agreement with the East of Hudson Watershed Corporation and the County of Putnam for the Installation of Stormwater Retrofit Facilities on property of the Town of Carmel, said Agreement to be in general form and content as currently on file in the office of the Town Supervisor.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #13

RESOLUTION AUTHORIZING THE PURCHASE OF MICROFILTRATION MEMBRANE UNITS – CARMEL SEWER DISTRICT #2 WASTEWATER TREATMENT PLANT

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has advised the Town Board of the Town of Carmel that the existing microfiltration membrane units at the Carmel Sewer District #2 Wastewater Treatment Plant are in need of replacement; and

WHEREAS, the New York City Department of Environmental Protection (NYCDEP) has agreed to wholly and fully fund the acquisition, design and installation of the replacement microfiltration membrane units to replace the existing units, pursuant to a pilot study commissioned by NYCDEP and conducted at the CSD#2 WWTP; and

WHEREAS the Town Board has determined that the acquisition of the aforesaid membrane units are exempt from the New York General Municipal Law as a “sole source” exception;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2 hereby accordingly authorize the purchase for the acquisition of the microfiltration membrane units from Filmtec Corporation, Edina, MN at a cost not exceed \$285,855.50; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to add the costs authorized herein to CSD#2 Q1 2022 invoice to NYCDEP for regulatory upgrade reimbursement; and

BE IT FURTHER RESOLVED, that the Town Comptroller is hereby authorized to make any and all necessary budget revisions to effect the aforesaid purchase transactions authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #14

RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL SERVICES ENVIRONMENTAL REMEDIATION

RESOLVED, that the Town Board of the Town of Carmel hereby accepts the proposal of Dutchess Environmental Construction, Mahopac, NY for petroleum Spill remediation services at the town-owned property located at South Lake Boulevard in Mahopac, said services being at an estimated a cost of \$19,465.00; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Michael Cazzari is hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #15

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Town Engineer, Richard J. Franzetti, PE to attend the New York Water Environment Association (NYWEA) conference in New York City Marriott Marquis on February 7, 2022 at a cost of \$458.28; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #16

RESOLUTION AUTHORIZING SIGNING OF CHANGE ORDER #1 CARMEL SEWER DISTRICT #2 WASTEWATER TREATMENT PLANT BAR SCREEN AND GRIT CLASSIFIER REPLACEMENT CONTRACT NO. C275

WHEREAS the Town Board of the Town of Carmel has previously awarded the contract for the above project to Wittcon Inc., Thompson Ridge, NY and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No.1 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners Carmel Sewer District #2, hereby authorizes Town Supervisor Michael Cazzari to sign Change Order #1 to the aforementioned contract, resulting in no overall contract price increase or decrease, said Change Order to be in form as attached hereto and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

C275 – CSD2 Bar Screen and Grit Classifier

PROJECT

DATE OF ISSUANCE **12-20-2021** **EFFECTIVE DATE** **12-20-2021**

OWNER **The Town of Carmel**
OWNER's Contractor No. **C275**

CONTRACTOR: **Wittcon Inc.** **ENGINEER:** **Town of Carmel**

You are directed to make the following changes in the Contract Documents.

Reason for Change Order: Original time of completion 10 weeks. Time of completion changed to 30 weeks as identified below.

Description: No Change in Contract Value.

- 6 weeks for design drawings from the manufacturer.
- 3 weeks allowed for Project Engineer to review and approve shop drawings.
- 14 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
- 1 week for shipping.
- 4 weeks for installation.
- 2 weeks for startup/commissioning

Attachments: Contractor Request letter.

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$340,000.00</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: <u>March 1, 2022</u></p> <p>Ready for final payment: _____</p>
<p>Net changes from previous Change Orders No. to No.</p> <p align="center">None</p>	<p>Net change from previous Change Orders No. to No.</p> <p align="center">None</p>
<p>Contract Price prior to this Change Order</p> <p align="center">---</p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: _____</p> <p>Ready for final payment: _____</p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$0</p>	<p>Net Increase of this Change Order</p> <p align="center"><u>140 days</u></p>
<p>Contract Price with all approved Change Orders</p> <p align="center">---</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>July 18, 2022</u></p> <p>Ready for final payment: _____</p> <p>days or dates</p>

RECOMMENDED:

ACCEPTED:

APPROVED:

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Contractor (Authorized Signature) Owner (Authorized Signature)

Date: _____ Date: _____ Date: _____

RESOLUTION #17

RESOLUTION APPROVING APPLICATION FOR TUITION REIMBURSEMENT CARMEL POLICE DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel, in accordance with the terms of the current collective bargaining agreement with the Town of Carmel Police Benevolent Association, hereby pre-approves the application for tuition reimbursement of P.O. Sandy Crecco, for the Fall 2021 academic term at SUNY Empire Online University and in connection with a bachelor of science curriculum.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #18

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of Town of Carmel Chief of Police Anthony Hoffmann, Town Clerk Ann Spofford is hereby authorized to advertise for bids for the cleaning of the Town of Carmel Police Department uniforms for calendar year 2022; and

BE IT FURTHER RESOLVED that Police Chief Anthony Hoffmann is to furnish detailed specifications for the above to Town Clerk Ann Spofford to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #19

RESOLUTION AUTHORIZING AWARD OF BID FOR PURCHASE OF GASOLINE FOR TOWN VEHICLES

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Anthony Hoffmann, hereby authorizes the award of bid for purchase of gasoline for Town vehicles for the period of December 17, 2021 through December 14, 2023 from Global Montebello Group, Waltham, MA under New York State Office of General Services Contract No. PC 69516 at the unit prices set forth therein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #20

RESOLUTION AUTHORIZING AWARD OF BID FOR PURCHASE OF POLICE UNIFORMS

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Anthony Hoffmann, hereby authorizes the award of bid for purchase of uniforms for the Town of Carmel Police Department for the period through May 31, 2025 from Galls, LLC, Lexington, KY under New York State Office of General Services Contract No. PC 69021 at the unit prices set forth therein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #21

RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR POLICE VEHICLE EQUIPMENT INSTALLATION

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Anthony Hoffmann, hereby accepts the proposal of CMJ Emergency Lighting, Copaigue, NY for equipment installation on the Town of Carmel 2021 Ford Police Interceptor utility vehicle at a cost not to exceed \$13,591.33 and in accordance with the proposal of December 31, 2021.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #22

RESOLUTION PURSUANT TO GOVERNOR HOCHUL EXECUTIVE ORDER NO. 11.1 – ASSESSOR EXEMPTION APPLICATIONS

RESOLVED, that pursuant to Executive Order No. 11.1, as well as Subdivisions 7, 7-a and 8 of section 459-c of the Real Property Tax Law, and subdivisions 5, 5-a, 5-b, 5-c and 6 of section 467 of the Real Property Tax Law, Town Assessor Glenn Droese is hereby authorized to grant exemptions pursuant to such section on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons; and

BE IT FURTHER RESOLVED that the Town Assessor may require a renewal application to be filed when he has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or is now deceased.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #23

RESOLUTION AUTHORIZING AWARDING OF BID FOR THE PURCHASE OF ROAD SALT – TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the awarding of bid for the purchase of road salt for the period of September 1, 2021 through August 31, 2022 from Morton Salt, Inc., under New York State Office of General Services Group#1800 Award # 23248 Contract No. PC 69477 at the unit prices set forth therein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___



MAHOPAC VOLUNTEER FIRE DEPARTMENT



Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
741 Route Six

Emergency Dial 911
Phone: (845) 628-3160
Fax: (845)628-2174

January 8, 2022

Ann Spofford, Town Clerk
Town of Carmel
55 McAlpin Av
Mahopac, NY 10541

Dear Ann,

Please make the following changes to the Active membership of the Mahopac Volunteer Fire Department Inc.

Delete the Following Members

With regret the Department announces the passing of 46 Year Life Member John Goodrow. John served a total of 61 years in the fire service with 15 in Bedford Hills and 46 in Mahopac.

Add the Following new Members

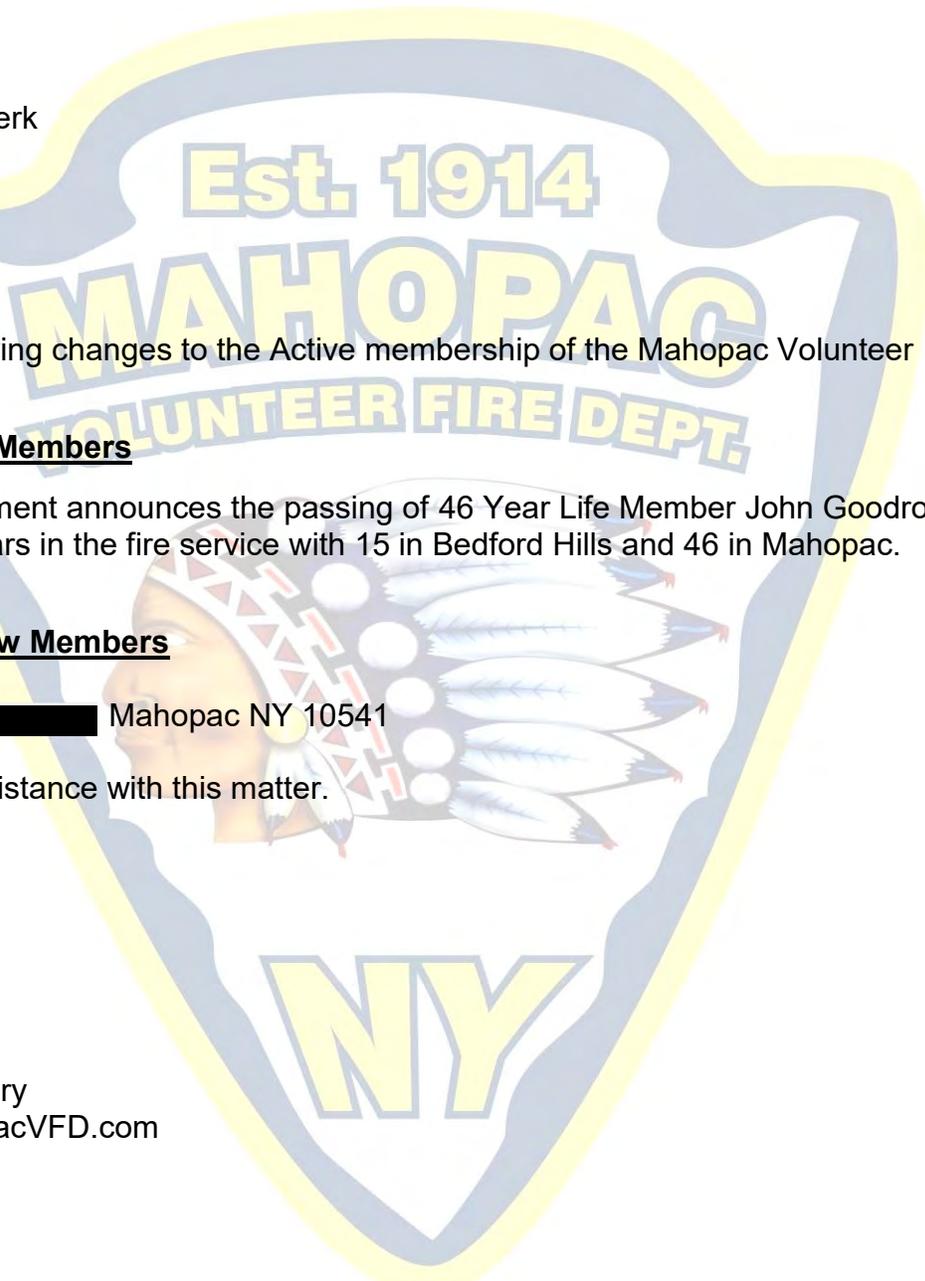
Michael Ricci, [REDACTED] Mahopac NY 10541

Thank you for your assistance with this matter.

Sincerely,

Edward J Scott

Edward J Scott
Ex-Chief
Corresponding Secretary
Edward.Scott@MahopacVFD.com





TOWN OF CARMEL RECREATION & PARKS DEPARTMENT
SYCAMORE PARK, 790 LONG POND ROAD
MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

DATE: January 12, 2022

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

SUBJECT: Airport Park Playground Equipment Purchase

The Airport Park Playground Committee met with three commercial playground equipment companies to discuss plans for the Airport Park playground. Presentations were made by Raymond Michael Ltd./ Playworld Systems, Kompan Inc. and Landscape Structures, Inc.. The Playground Committee and Recreation Advisory Committee reviewed the proposals and unanimously agreed to accept the proposal from Raymond Michael Ltd. who will purchase the equipment from Playworld Systems – PlayPower, Inc., a commercial playground manufacturer on the NYS Bid List; Sourcewell Contract #010521-LTS-8.

Raymond Michael Ltd. will purchase the equipment and provide the installation at a total cost of \$150,622.00; payable to Playworld Inc.. This will be reimbursed with funds from DASNY Grant #19264.

I have attached a copy of the proposal, playground plans and Sourcewell Contract Documents for your review.

Please add this to the January 19, 2022 Town Board Work Session agenda, and contact me with any questions.

/ns
Attachments

Raymond Michael, Ltd.

439 North Terrace Avenue
 Mount Vernon, NY 10552
 Phone: 914-667-6800 Fax: 914-665-8011
 Toll-Free: 800-922-0599

PLAYGROUND SALES - CONSULTATIONS
 INSTALLATIONS - FULLY INSURED

DATE:	1/7/2022
TERMS:	Purchase Order
MISC:	Sourcewell Contract #010521-LTS-8

PROPOSAL & ORDER FORM

ORDER #	CUST. P.O.	CODE	SHIP VIA	Truckload
S	Recreation & Parks Department	S	Airport Park	
O	Town of Carmel	H	Mahopac, NY	
L	790 Long Pond Road	I		
D	Mahopac, NY 10541	P		
T	845-628-7888	T		
O		O		

QTY.	PROD #	DESCRIPTION	UNIT PRICE	TOTAL
PLAYWORLD 2022 PRICING				
1	airportpark4b	Steel SkyTower Composite Structure per Price List Dated 1-7-22		\$ 139,586.00
1	zzxx0224	Accessible Swing Seat for 8' Top Rail		\$ 1,111.00
2	zzxx0260	Belt Seat for 8' Top Rail	\$ 143.00	\$ 286.00
1	zzxx0635	Swing Along Seat for 8' Top Rail		\$ 1,091.00
1	zzxx0818	8' Single Post Swing		\$ 1,415.00
1	zzxx0819	8' Single Post Swing Add-A-Bay		\$ 971.00
2	zzxx0820	Toddler Swing Add-On Beam	\$ 897.00	\$ 1,794.00
		Subtotal		\$ 146,254.00
		(Less Additional Discount)		\$ (34,532.00)
		Equipment Total		\$ 111,722.00
		Installation of Equipment		\$ 35,900.00

*ORDERS MUST BE SIGNED AND DATED

X

Purchase Authorized By _____ Date _____

Signing of this Proposal/Order Form constitutes approval of the purchase of goods and/or services itemized herein.

Provide Certificate of Capital Improvement. No Sales Tax on Installation.

SUBTOTAL		\$ 147,622.00
PLUS INSTALLATION		
PLUS FREIGHT	8,745 Lbs.	\$3,000.00
SALES TAX ON FREIGHT & EQUIP. (If Applicable)		
LOCALE		
TOTAL		\$ 150,622.00
LESS DEPOSIT PAID		
BALANCE DUE		\$ 150,622.00

TERMS: All merchandise is F.O.B. shipping point. Net 30 days from date of invoice to established accounts. All others by deposit with balance due on a C.O.D. basis or Net 10 Days at the discretion of the company.

"Playgrounds of Distinction"

Airport Park

Post/Installation: Steel-Footed

Design Number: airportpark4b - Pricing Schedule
 2022 Pricing - Valid For: 30 Days From Quote Date

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
Modular Playscape:							
Posts							
1	ZZCH0076	1	3.5in OD x 200in STEEL POST W/RIVETED CAP	61.01	336.00	61.01	336.00
2	ZZCH0259	6	3.5in OD x 224in STEEL POST W/O CAP	64.51	346.00	387.06	2,076.00
3	ZZPM0006	8	5in OD X 96in STEEL POST W/ RIVETED CAP	54.21	330.00	433.68	2,640.00
4	ZZPM0008	2	5in OD X 108in STEEL POST W/ RIVETED CAP	60.51	354.00	121.02	708.00
5	ZZPM0016	3	5in OD X 120in STEEL POST W/ RIVETED CAP	67.11	380.00	201.33	1,140.00
6	ZZPM0026	2	5in OD X 132in STEEL POST W/ RIVETED CAP	74.21	401.00	148.42	802.00
Decks & Kick Plates							
7	ZZCH0617	2	TRIANGULAR COATED DECK ASSEMBLY	29.9	822.00	59.80	1,644.00
8	ZZCH0618	3	1/2 HEX COATED DECK ASSEMBLY	78.32	1,470.00	234.96	4,410.00
9	ZZPM0617	1	TRIANGULAR COATED DECK ASSEMBLY	46.4	1,078.00	46.40	1,078.00
10	ZZPM0619	1	HEX COATED DECK ASSEMBLY	228.72	3,260.00	228.72	3,260.00
11	ZZUN2290	4	COATED DECK TO DECK CONNECTION KIT	0.29	0.00	1.16	0.00
12	ZZUN5898	1	CH/PM CONVERSION PLATFORM	59.45	1,190.00	59.45	1,190.00
ADA Items							
13	ZZCH2027	1	TRANSFER STATION (48in DECK)	254.26	3,282.00	254.26	3,282.00
14	ZZPM7328	1	6in RISE DK-DK WHEELCHAIR RAMP W/ GUARDRAILS	201.6	3,044.00	201.60	3,044.00
15	ZZPM7330	1	AEROGLIDER DECK EXTENSION FOR WHEELCHAIR RAMPS	61.32	773.00	61.32	773.00
16	ZZPM7537	1	GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	388.84	6,366.00	388.84	6,366.00
17	ZZPM8230	1	DECK TO DECK ACCESSIBLE CLIMBER (24in RISE)	321.2	6,478.00	321.20	6,478.00
18	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	35.83	457.00	35.83	457.00
19	ZZUN7336	1	AEROGLIDER	1567.12	23,744.00	1,567.12	23,744.00
20	ZZUN7369	1	RAMP TO BERM CONNECTOR	14.87	210.00	14.87	210.00
21	ZZUN9390	1	6in WHEELCHAIR RAMP CENTER SUPPORT	7.93	111.00	7.93	111.00
Slides							
22	ZZCH3006	1	30in ROUND TUBE SLIDE ENTRANCE/EXIT	153.2	3,034.00	153.20	3,034.00
23	ZZCH3206	1	SLITHER SLIDE 2.0 ENTRANCE & EXIT	85.37	1,625.00	85.37	1,625.00
24	ZZPM3538	1	NUVO 36in DOUBLE SLIDE	158.01	2,237.00	158.01	2,237.00
25	ZZUN3008	1	30in ROUND LEFT TUBE SECTION	26.02	645.00	26.02	645.00
26	ZZUN3009	1	30in ROUND RIGHT TUBE SECTION	26.02	641.00	26.02	641.00
27	ZZUN3037	1	ROUND TUBE SLIDE SUPPORT LEG 2ft	15.4	265.00	15.40	265.00
28	ZZUN3207	1	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	19.59	540.00	19.59	540.00
29	ZZUN3208	6	SLITHER SLIDE 2.0 (RIGHT SECTION)	19.59	540.00	117.54	3,240.00



Airport Park

Post/Installation: Steel-Footed

Design Number: airportpark4b - Pricing Schedule
 2022 Pricing - Valid For: 30 Days From Quote Date

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
30	ZZUN3246	1	SLITHER SLIDE 2.0 SUPPORT LEG 6ft-6in	21.61	244.00	21.61	244.00
31	ZZUN3249	1	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	15.01	244.00	15.01	244.00
32	ZZUN8730	1	PLAYCUBE- SLIDE AND BARRIERS	278.2	6,544.00	278.20	6,544.00
Activity Panels							
33	ZZCH4356	1	BALCONY	71.66	1,467.00	71.66	1,467.00
34	ZZCH4646	1	STORE FRONT PANEL	33.98	928.00	33.98	928.00
35	ZZPM0599	2	WHEELCHAIR CURB FOR HALF PANELS	7.87	122.00	15.74	244.00
36	ZZPM4399	1	ACCESSIBLE PLANE PANEL	27.49	1,127.00	27.49	1,127.00
37	ZZPM4407	1	ACCESSIBLE SOLAR SYSTEM PANEL	27.66	1,486.00	27.66	1,486.00
38	ZZUN4438	1	TELESCOPE - PIPE WALL MOUNT WITH LENS (CH/EX)	13.23	787.00	13.23	787.00
Barriers							
39	ZZCH4095	1	CENTERLINE PIPE WALL BARRIER	28.74	545.00	28.74	545.00
40	ZZCH4456	1	UPPER SILO CLIMBER EXTENDED BARRIER	30.28	692.00	30.28	692.00
41	ZZCH4745	1	CONTAINMENT PIPE WALL (HEX TOWER)	36.6	790.00	36.60	790.00
42	ZZCH4811	1	OVAL BUBBLE PANEL (DECK MOUNT)	33.39	1,080.00	33.39	1,080.00
43	ZZUN8729	1	PLAYCUBE- CAP	12.44	399.00	12.44	399.00
Custom Graphics							
44	ZZCH4389	2	DOUBLE SIDED CUSTOM GRAPHIC PANEL (DECK MOUNT)	95.46	2,552.00	190.92	5,104.00
Climbers							
45	ZZCH7410	1	DEEP RUNG ARCH CLIMBER (48in DECK)	93.26	1,995.00	93.26	1,995.00
46	ZZCH7945	1	UPPER SILO CLIMBER	136.94	2,541.00	136.94	2,541.00
47	ZZCH8266	1	48in SINGLE FLEX TREAD	118.67	2,630.00	118.67	2,630.00
48	ZZPM8289	1	RIBBON CLIMBER (36in DECK)	51.98	1,000.00	51.98	1,000.00
49	ZZUN8727	3	PLAYCUBE- GROUND LEVEL	151.62	3,545.00	454.86	10,635.00
50	ZZUN8728	4	PLAYCUBE- ABOVE GROUND- 1 SIDED CONNECTION	98.5	3,100.00	394.00	12,400.00
51	ZZUN8736	1	PLAYCUBES- SUPPORT POST- 4 CUBES HIGH	19.29	153.00	19.29	153.00
52	ZZUN8747	1	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	99.58	3,103.00	99.58	3,103.00
Roofs & Arches							
53	ZZCH9858	1	CH HEX CABANA ROOF	194.15	3,002.00	194.15	3,002.00
Stairs and Ladders							
54	ZZPM9177	1	36in ACCESSIBLE STEPPED PLATFORM (DECK TO DECK)	286.99	4,470.00	286.99	4,470.00
Total:						8,123.80	139,586.00



Airport Park

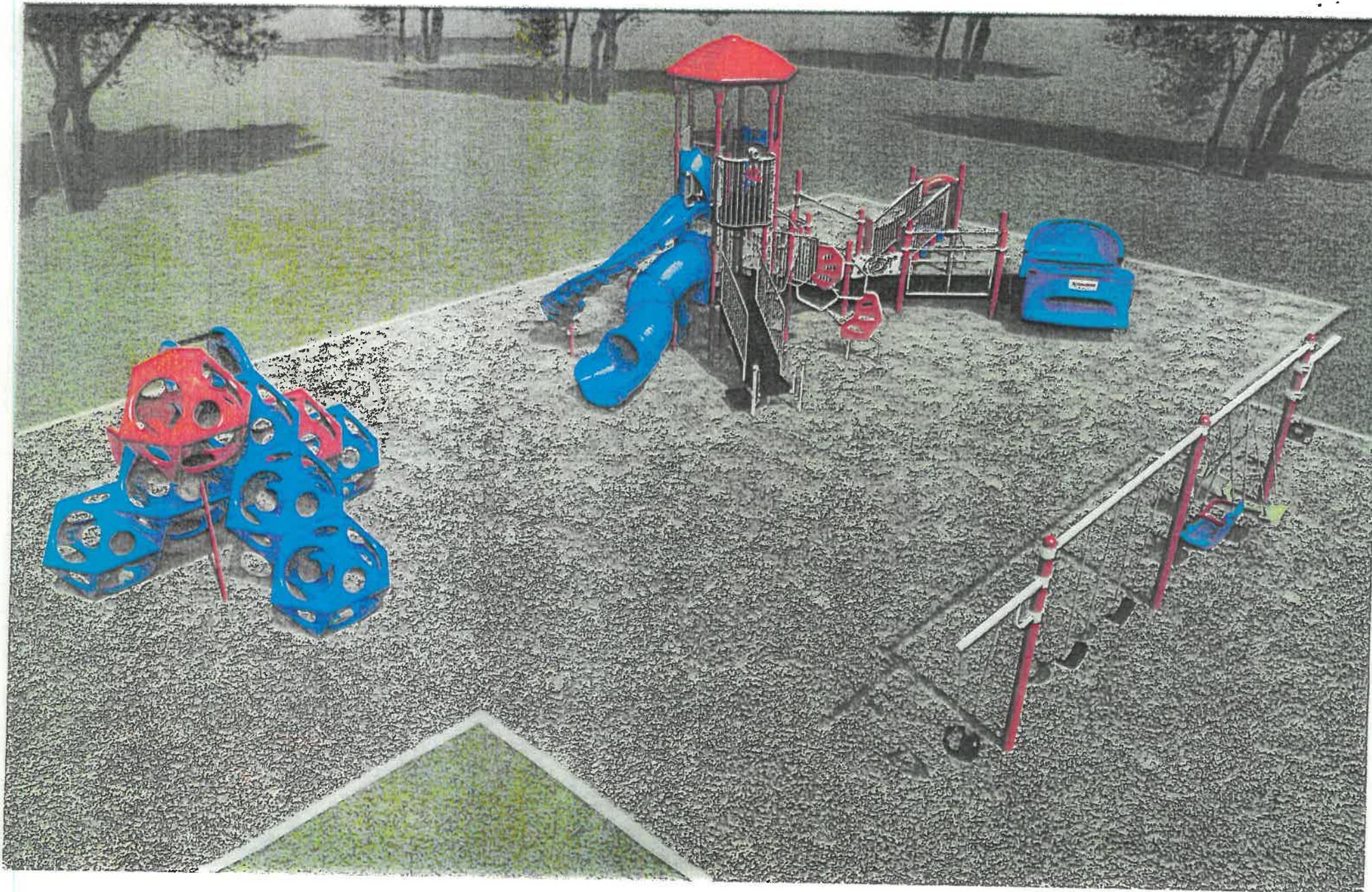
Post/Installation: Steel-Footed

Design Number: airportpark4b - Pricing Schedule
2022 Pricing - Valid For: 30 Days From Quote Date

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
Independent Items:							
1	ZZXX0224	1	ACCESSIBLE SWING SEAT w/SILVER SHIELD CHAIN TO 8ft TOP RAIL	30.45	1,111.00	30.45	1,111.00
2	ZZXX0260	2	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	8.8	143.00	17.60	286.00
3	ZZXX0635	1	SWING ALONG SEAT TO 8ft TOP RAIL	31.84	1,091.00	31.84	1,091.00
4	ZZXX0818	1	8ft SINGLE POST SWING ASSEMBLY	257.68	1,415.00	257.68	1,415.00
5	ZZXX0819	1	8ft SINGLE POST SWING ADD-A-BAY	169.58	971.00	169.58	971.00
6	ZZXX0820	2	TODDLER SWING ADD-ON BEAM	56.97	897.00	113.94	1,794.00
Total:						621.09	6,668.00
Grand Total:						8,744.89	146,254.00











Project Name: AIRPORT PARK
 Attn: Ray@Raymond Michael
 From: Vicki Hummel
 VickiH@Playworld.com
 Date: 8.21.19

Custom Project #: 1908003
 Custom Graphic: DBL SD DECK Custom
 Part #: ZZCH4389
 Custom #: CGF1831
 Custom #: CGR0949
 Background Color: BLUE/SAND
 Inserted Colors: BLK/WHITE, RED, YELLOW,
 COBALT, WHITE
 Side/Sides: 2

Custom Graphic
 Plastic Colors 3/4"

- Red-Sand-Red
- Red-Yellow-Red
- Yellow-Sand-Yellow
- Orange-Sand-Orange
- Lime-Sand-Lime
- Forest Green-Sand-Forest Green
- Blue-Sand-Blue
- Black-Yellow-Black
- Cobalt-Sand-Cobalt
- Plum-Sand-Plum
- Beige-Forest Green-Beige
- Beige-Red-Beige
- Beige-Gray-Beige
- Dark Brown-Sand-Dark Brown
- Gray-Black-Gray
- Black-White-Black
- White-Black-White

Custom Graphic
 Plastic Colors 1/2"

- Red
- Yellow
- Orange
- Lime
- Forest Green
- Blue
- Cobalt
- Plum
- Beige
- Dark Brown
- Tan
- Black
- White



The above image is a representation of the custom graphic that has been created per your specifications.
 PLEASE ATTACH THIS SIGNED FORM WITH YOUR ORDER

In House: _____
 Mfg. By: _____
 Date: _____

Signature _____ Please print name _____ Date _____



Project Name: AIRPORT PARK
 Attn: Ray@Raymond Michael
 From: Vicki Hummel
 VickiH@Playworld.com
 Date: 8.20.19

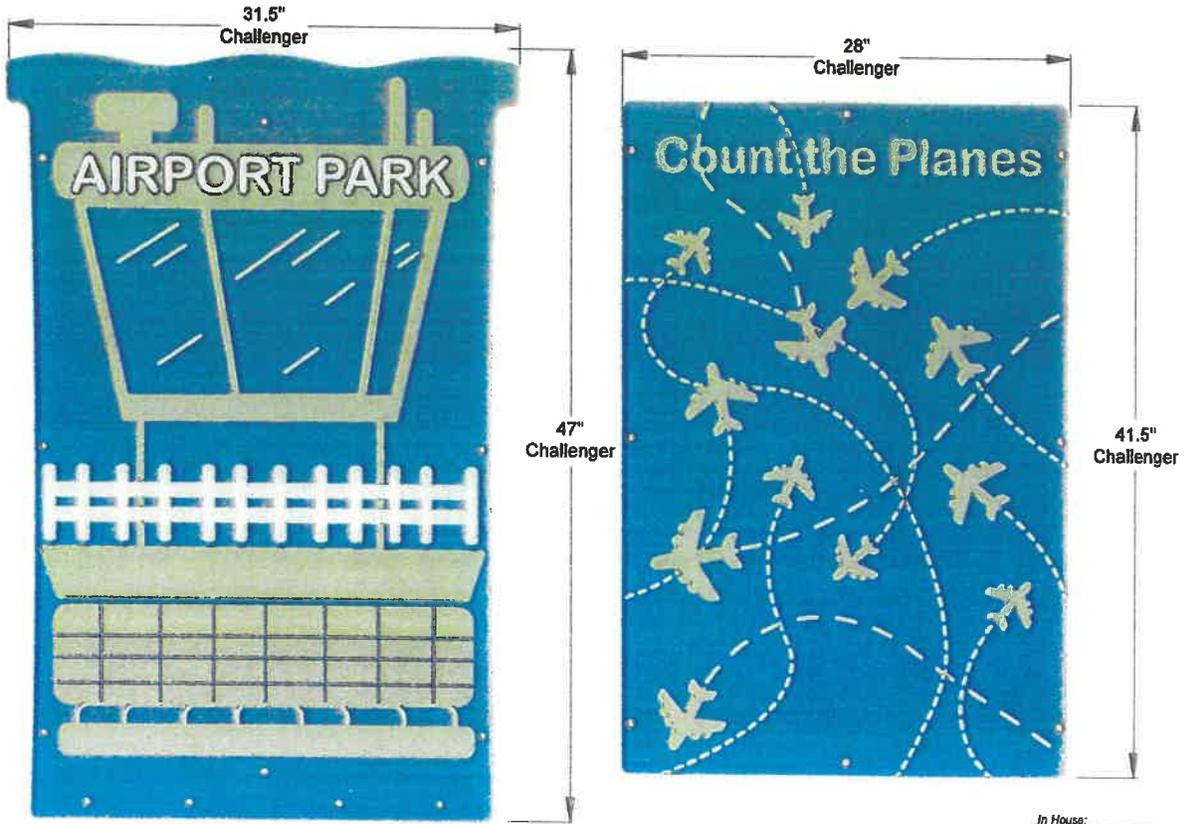
Custom Project #: 1908003
 Custom Graphic: DBL SD DECK Custom
 Part #: ZZCH4388
 Custom #: CGF1632
 Custom #: CGR0650
 Background Color: BLUE/SAND
 Inserted Colors: WHITE
 Side/Sides: 2

Custom Graphic
 Plastic Colors 3/4"

- Red-Red-Red
- Red-Yellow-Red
- Yellow-Orange-Yellow
- Orange-Brown-Orange
- Light-Green-Light
- Forest-Green-Sand-Forest Green
- Blue-Sand-Blue
- Blue-Yellow-Blue
- Cobalt-Red-Cobalt
- Plum-Sand-Plum
- Beige-Forest Green-Beige
- Beige-Red-Beige
- Beige-Grey-Beige
- Dark Brown-Sand-Dark Brown
- Grey-Black-Grey
- Black-White-Black
- White-Black-White

Custom Graphic
 Plastic Colors 1/2"

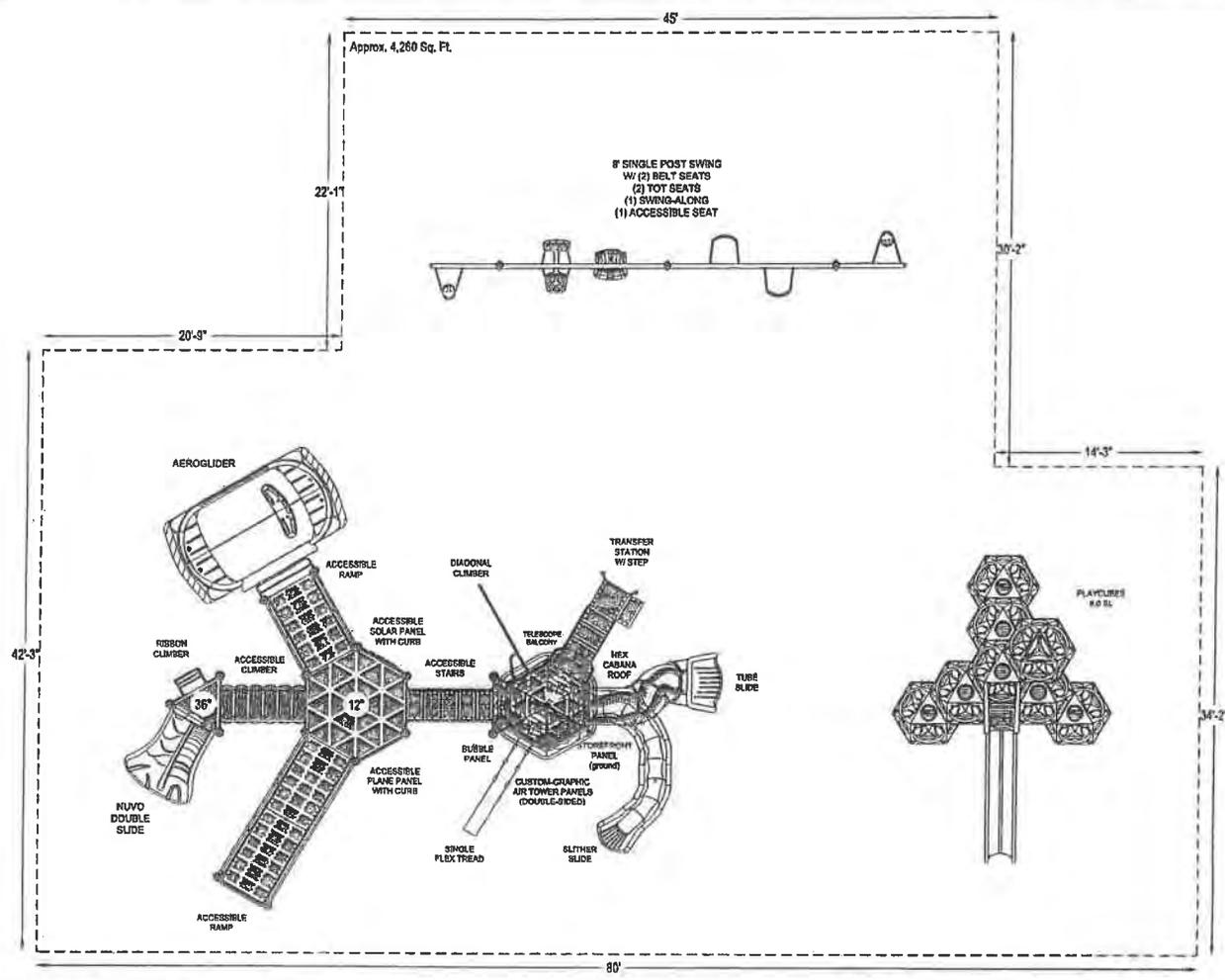
- Red
- Yellow
- Orange
- Light
- Forest Green
- Blue
- Cobalt
- Plum
- Beige
- Dark Brown
- Tan
- Black
- White



The above image is a representation of the custom graphic that has been created per your specifications.
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In House:
 Mfg. By: _____
 Date: _____

Signature _____ Please print name _____ Date _____



**2019
SITE PLAN**

COMPLIES WITH:

- ASTM F1487-17
- ASTM F1487-98
- CPSC #325
- ADA - ADAAG
- CSA 2614-03

SITE PLAN

PROJECT NO: airportpark4b	REV: -
DATE: 7-23-19	
SCALE: 1/8" = 1'-0"	
DRAWN BY: RML	



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Airport Park

Proposed Site Plan for Play Area

Raymond Michael, Ltd.
439 North Terrace Ave.
Mount Vernon, NY 10552
914-667-6800

Kallmeyer,Nina

From: Ray Michael <ray.rmltd@verizon.net>
Sent: Tuesday, July 23, 2019 9:14 AM
To: Kallmeyer,Nina
Cc: Gilchrist, Jim
Subject: Proposal for Airport Park
Attachments: Airport Park - Playworld Proposal 7-23-19.pdf

Please find attached the proposal for play equipment at Airport Park.

When purchasing on the NY State Contract, please be aware that the purchase order must be made out to the following:

Playworld Inc.
1000 Buffalo Road
Lewisburg, PA 17837

Please feel free to contact me with any questions.

Thank you.

Kallmeyer,Nina

From: Ray Michael <ray.rmltd@verizon.net>
Sent: Monday, November 22, 2021 11:39 AM
To: Kallmeyer,Nina
Cc: JRGilchrist3@yahoo.com
Subject: Surfacing Options

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The surfacing options for Airport Park are as follows, based on an area of ~4,300 square feet and a 9' fall-height rating:

- Engineered Wood Fiber Surfacing - 12" Depth \$15,050.00 Delivered to Site For *Installation by Town*
- Brown Rubber Mulch Surfacing - 6" Depth \$30,100.00 Delivered to Site For *Installation by Town*
- 4.5" Rubber Tile Surfacing \$94,600.00 Delivered and Installed at Prevailing-Wage Rates
- Bonded Rubber Mulch Surfacing \$103,200.00 Delivered and Installed at Prevailing-Wage Rates

Please be aware that the Town is responsible for sub-grade preparation and border retention materials for all surfacing options other than the Rubber Tiles.

Please feel free to contact me with any questions.

Thank you.



Playworld Systems - PlayPower, Inc.

Commercial Playground Manufacturer

#010521-LTS-8

Maturity Date: 02/17/2025

Contract Documents



Contract Documents

Playground and Water Play Equipment with Related Accessories and Services

Contract #010521-LTS-8

Effective 02/17/2021 - 02/17/2025

Contract Documentation

 **Request for Proposal (RFP)** (255.7 KB)

 **Contract** (442.48 KB)

Competitive Solicitation Documentation

 **Proof of Publication** (4.99 MB)

 **Proposal Opening Record Page** (154.4 KB)

 **Evaluation Committee Comment & Review** (296.86 KB)

 **Proposal Evaluation** (188.84 KB)

 **Board Resolutions** (940.01 KB)

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

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Playworld Systems - PlayPower, Inc.

Commercial Playground Manufacturer

#010521-LTS-8

Maturity Date: 02/17/2025

Contact Information



Contact Information

Vendor Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

David Sheedy, VP Sales

Mobile: 573-366-6337

Email: david.sheedy@playpower.com

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Jill Beaupre, Supplier Development Administrator

Phone: 218-894-5487

Email: jill.beaupre@sourcewell-mn.gov

Heidi Murray, Supplier Development Specialist

Phone: 218-895-4119

Email: heidi.murray@sourcewell-mn.gov

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Playworld Systems - PlayPower, Inc.

Commercial Playground Manufacturer

#010521-LTS-8

Maturity Date: 02/17/2025

Products & Services ▼

Products & Services

Sourcewell contract 010521-LTS-8 gives access to the following types of goods and services:

- Commercial playground equipment
- Inclusive & accessible play
- Custom & themed playgrounds
- Sensory playground equipment
- Early childhood playgrounds
- Freestanding play

- Playground components
- Site amenities & furnishings
- Outdoor fitness equipment
- Shade structures
- Safety surfacing
- Turnkey solutions

Additional information can be found on the vendor-provided, nongovernment website at:
playworld.com/sourcewell

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

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Sourcewell Contract

From: Ray Michael (ray.rmltd@verizon.net)

To: nkallmeyer@ci.carmel.ny.us

Cc: JRGilchrist3@yahoo.com

Date: Wednesday, November 10, 2021, 12:42 PM EST

Please find below the links to the Sourcewell Contract, as discussed.

We were able to locate the Town of Carmel Highway Department as a member. Their link is included below, along with the registration link if needed.

Please let me know if you need any additional information.

Thanks.

Playworld <https://www.sourcewell-mn.gov/cooperative-purchasing/010521-lts-8>

Carmel Highway Dept <https://www.sourcewell-mn.gov/node/380496>

Registration <https://www.sourcewell-mn.gov/register>

Sourcewell Contract

From: Ray Michael (ray.rmltd@verizon.net)

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Carmel Highway Dept <https://www.sourcewell-mn.gov/node/380496>

Registration <https://www.sourcewell-mn.gov/register>



Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:
W. Todd Brinker
B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

Date: 2/15/2021 | 10:36 PM CST

Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B9F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
Address: 11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
Contact: Christine Stepp
Email: christine.stepp@playpower.com
Phone: 570-259-5466
HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
Submitted On: Tuesday January 05, 2021 16:13:14
Submitted By: Christine Stepp
Email: christine.stepp@playpower.com
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address: 149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
3	Proposer website address:	www.PlayPower.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> • We will launch our contract heavily by targeting Sourcwell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcwell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcwell contract sales would exceed \$100M over the term of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PlayPower, Inc. is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018 																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2018</th> <th>2019</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>CMAS</td> <td>\$429,901.58</td> <td>-</td> <td>-</td> </tr> <tr> <td>COA</td> <td>-</td> <td>\$205,565.74</td> <td>\$55,895.35</td> </tr> <tr> <td>COSTARS</td> <td>\$102,812.68</td> <td>\$376,404.54</td> <td>\$351,116.88</td> </tr> <tr> <td>DE USAGE</td> <td>\$5,690.00</td> <td>\$17,322.82</td> <td>\$10,690.00</td> </tr> <tr> <td>NJ STATE</td> <td>\$295,687.34</td> <td>\$442,753.06</td> <td>\$239,850.35</td> </tr> <tr> <td>PREP</td> <td>-</td> <td>\$237,565.00</td> <td>\$561,812.00</td> </tr> <tr> <td>SOURCEWEL</td> <td>\$38,840,671.82</td> <td>\$29,092,389.51</td> <td>\$26,043,818.71</td> </tr> <tr> <td>HGAC</td> <td>\$1,192,953</td> <td>\$236,858</td> <td>\$87,436</td> </tr> <tr> <td>NASPO</td> <td>\$2,256,692</td> <td>\$946,192</td> <td></td> </tr> <tr> <td>\$288,288</td> <td></td> <td></td> <td></td> </tr> <tr> <td>KPN</td> <td>\$212,068</td> <td>\$15,496</td> <td></td> </tr> <tr> <td>\$2,703</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN	\$212,068	\$15,496		\$2,703			
	2018	2019	2020																																																			
CMAS	\$429,901.58	-	-																																																			
COA	-	\$205,565.74	\$55,895.35																																																			
COSTARS	\$102,812.68	\$376,404.54	\$351,116.88																																																			
DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00																																																			
NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35																																																			
PREP	-	\$237,565.00	\$561,812.00																																																			
SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71																																																			
HGAC	\$1,192,953	\$236,858	\$87,436																																																			
NASPO	\$2,256,692	\$946,192																																																				
\$288,288																																																						
KPN	\$212,068	\$15,496																																																				
\$2,703																																																						
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> <th>2017</th> </tr> </thead> <tbody> <tr> <td>GS-03F-072GA</td> <td>Miracle Recreation</td> <td>\$14,061</td> <td>\$94,426</td> </tr> <tr> <td>GS-03F-055AA</td> <td>Little Tikes Commercial</td> <td>\$41,812</td> <td>\$12,788</td> </tr> <tr> <td>GS-03F-0071T</td> <td>Playworld</td> <td>\$8,680</td> <td>\$78,008</td> </tr> <tr> <td>GS-03F-0001U</td> <td>USA Shade</td> <td>\$75,248</td> <td>\$183,919</td> </tr> <tr> <td>\$246,227</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2019	2018	2017	GS-03F-072GA	Miracle Recreation	\$14,061	\$94,426	GS-03F-055AA	Little Tikes Commercial	\$41,812	\$12,788	GS-03F-0071T	Playworld	\$8,680	\$78,008	GS-03F-0001U	USA Shade	\$75,248	\$183,919	\$246,227																															
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower. *
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees. *
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand. *
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. <ul style="list-style-type: none"> • Little Tikes - Claims can be submitted via email to ltc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld -Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley - Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade - Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states. *
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada. *
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada. *
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so. *
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories. *

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. <p>Websites:</p> <ul style="list-style-type: none"> • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ <p>Email/PR:</p> <ul style="list-style-type: none"> • Email Campaigns <ul style="list-style-type: none"> • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. <p>Social:</p> <ul style="list-style-type: none"> • Social Media Campaigns <ul style="list-style-type: none"> • Posts on various social platforms, including Facebook and LinkedIn, per brand <p>Trade Shows</p> <ul style="list-style-type: none"> • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. <p>Sales Tools/Training</p> <ul style="list-style-type: none"> • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p>Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p>Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry— which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. <p>Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none"> • PlayPower meets ISO 9001, ISO 14001 Standards • Other environmental initiatives: <ul style="list-style-type: none"> • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns 																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards																																							
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table border="0"> <tr> <td>Happy Playgrounds</td> <td>WBE</td> <td>AR, OK</td> </tr> <tr> <td>Imagine Nation</td> <td>WBE</td> <td>IL</td> </tr> <tr> <td>Jefcoat Recreation</td> <td>WBE</td> <td>MS</td> </tr> <tr> <td>Metro Recreation</td> <td>VOSB</td> <td>MD, WV</td> </tr> <tr> <td>Miracle of KY & TN</td> <td>WBE</td> <td>KY, TN</td> </tr> <tr> <td>Playworx</td> <td>VOSB</td> <td>FL, GA</td> </tr> <tr> <td>Recreation Plus</td> <td>DBE, SBE, WMBE</td> <td>CO, WY</td> </tr> <tr> <td>Site Specifics</td> <td>WBE</td> <td>MA</td> </tr> <tr> <td>Hahn Enterprises</td> <td>WMBE</td> <td>LA, AR</td> </tr> <tr> <td>MTS Recreation</td> <td>WBE</td> <td>VA</td> </tr> <tr> <td>Pelican Playground</td> <td>WMBE</td> <td>LA, MS</td> </tr> <tr> <td>Hasley Recreation</td> <td>WBE</td> <td>AI, GA</td> </tr> <tr> <td>Miller Recreation</td> <td>VOSB</td> <td>C. FL</td> </tr> </table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL
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41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<ul style="list-style-type: none"> • PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. <ul style="list-style-type: none"> • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety <ul style="list-style-type: none"> • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing <ul style="list-style-type: none"> • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,999 2% rebate 3. \$1,500,000+ 3% rebate
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> • PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> • Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms <ul style="list-style-type: none"> • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2

1/19/2021 Work Session Agenda Item #3

Richard J. Franzetti, P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board
From: Richard J. Franzetti P.E. Town Engineer 
Date: January 12, 2022
Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Sewer District 2 ~

On January 5, 2022 Inframark, the operators for CSD2, notified the Engineering Department that the control screen for the UV system has failed. Due to the age of the system the controller is not under warranty and a replacement in kind is no longer available. Attached please find a proposal for the replacement which includes the cost for the materials and installation by the manufacturer. The replacement cost is \$19,220.00 and the install will be \$4,760.00.

Inframark is currently running the UV system manually, however they are unable to determine if any bulbs or ballast controls fail and are not able to record the daily intensity and milliwatt output. Per the attached email, the latter information is a regulatory requirement. This work was deemed an emergency and as such the Engineering Department authorized the quote for this work.

As an FYI these projects were completed as a Regulatory Upgrade and were financed through NYS EFC by New York City. These facilities utilize a combination microfiltration elements and ultraviolet disinfection bulbs. Inframark has advised this Department that the UV system installed is a Trojan system and the replacement parts are only provided by Trojan. This Department therefore considers this particular manufacturer to be a sole source

UV3000PLUS 07™ DISINFECTION SYSTEM SCC UPGRADE (TOUCH SMART CONTROLLER)

For

Carmel SD#2, Ny

Date: December 23, 2021

Report No: 511264

CT: 145926

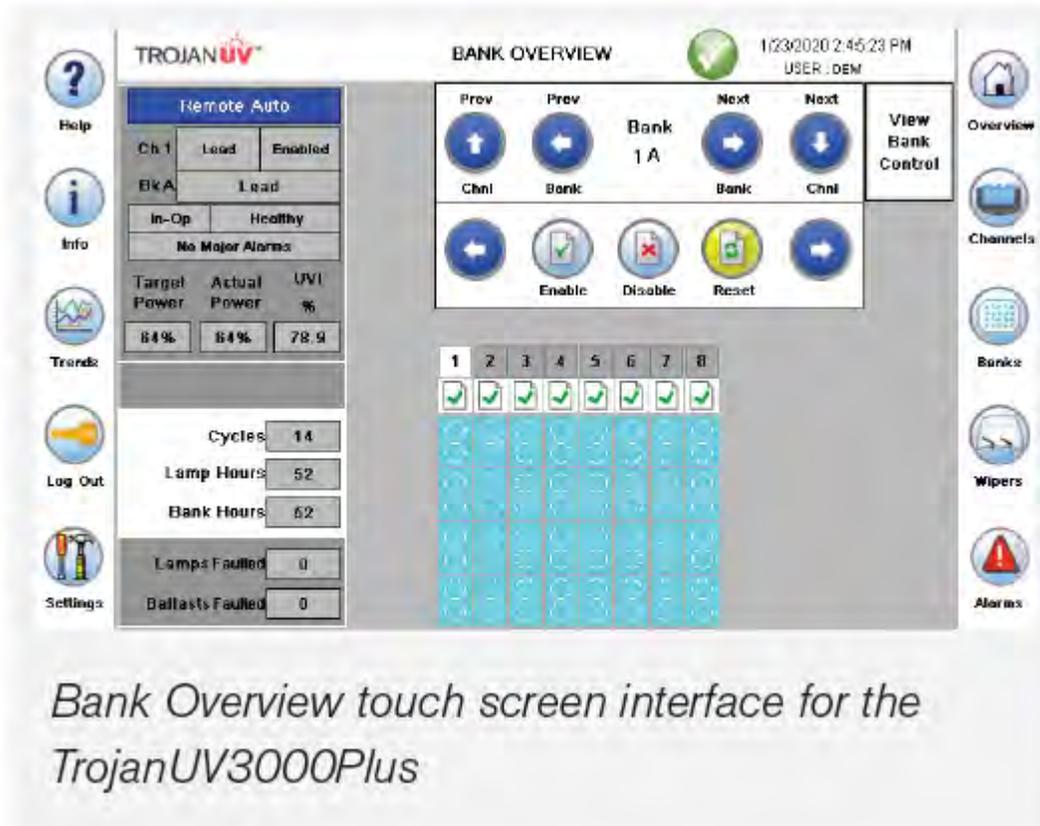
NOTICE

This report is proprietary and may not be reproduced or distributed to parties not directly associated with the Carmel SD #2, Ny without the express written permission of Trojan Technologies.

System Upgrade Recommendations

A proposal to upgrade the existing System Control Center (SCC) is enclosed for your review. The recommended scope of work, equipment and services are described on the enclosed pages and should you require any clarification or if you have any questions then please call or email.

Trojan is offering the new Touch Smart controller which is a microprocessor-based control system.



Bank Overview touch screen interface for the TrojanUV3000Plus

T-Arc IO

- Each IO Slice Addressed Individually, based on IO type Offset and Rotary wheel setting.
- Shares common power and serial connection through Backplane
- No configuration other than addressing required.
- PIT terminals
- Failed IO Cards can be replaced without need to rewire.





COMA

D-sub-9, female

Pin COM1 COM2 CAN

- 1 - RS-422 Tx+, RS-485 Tx+/Rx+ (2 & 4 wire)
- 2 - RS-232 RxD
- 3 - RS-232 TxD
- 4 - RS-422 Rx+, RS-485 Tx+/Rx+(4 Wire)
- 5 - GND
- 6 - RS-422 Tx-, RS-485 Tx-/Rx- (2 & 4 Wire)
- 7 - RS-232 RTS
- 8 - RS-232 CTS
- 9 - RS-422 Rx-, RS-485 Tx-/Rx- (4 wire)

COMB

D-sub-9, female

Pin COM3 CAN

- 1 RS-485 Tx+/Rx+
- 2 TERM+
- 3 - -
- 4 - -
- 5 GND
- 6 RS-485 Tx-/Rx-
- 7 TERM-
- 8 - -
- 9 V_{CC}

- Screens Match PLC template, while maintaining side menu bars.
- Design Dose Safety Factor Added (Recently added to PLC template in Major Update 45)
- Supports all the Same Doses as PLC based Template
- Separate Level/Devices Settings Screen and inputs. Visualized on the Channel Overview screen (New to TouchSmart)
- Data Logging/ Config files and alarm logs are all accessed on the Service Menu screen.
- Ethernet IP, Modbus TCP and Modbus RTU are all standard without the need of converters.
- SCADA drivers can be Enabled/Disabled through the HMI.
- Both Soft Control and HMI files can be downloaded using a USB drive instead of loading software.
- IO amount increased. No longer have to use inputs for multiple devices.
- Minor alarm is now separate.

The recommended scope of work, equipment and services described on the following pages are to provide a new replacement SCC panel to replace the existing unit. Should you require any clarification or if you have any questions then please call or email.

System Control Center (SCC): Parts

The UV SCC shall consist of the components as detailed in the table below. Site service is described separately below.

QTY	DESCRIPTION	UNIT MODEL NUMBER / COMMENT
1	Touch Smart Control Panel -Beijer X2 Extreme microprocessor with 7" colour touch screen interface	Touchsmart Part # Configurable Item
1	SCADA Communications:	Standard: Modbus TCP/IP, Modbus RTU, Ethernet IP
1	Panel	Panel Construction: 304SS NEMA 4X enclosure rating; wall mounted, Heater, UL
1	Analog Inputs	Flow
1	Digital Outputs	Major Minor Critical alarms, Bank 1X On Status
1	Beijer Xtreme Configuration and testing	Downloaded and configured to site control philosophy.
	Total Price USD	\$19, 220.00

Site Service

The following site service will be required to complete the inspection, commissioning and startup of the new SCC.

Description	Certified Service Technician	Total Price
Service Travel Days	2	\$1840.00
Site Days required, estimated, invoice @ actual	2	\$2920.00
Total Service Price (\$USD)		\$4760.00

Site Responsibility:

Site will be responsible for:

- Removal and disposal of existing SCC if applicable.
- Installation, mounting, Wiring and connection of AC power to new SCC.
- SCADA integration during service work. Sample registers to be reviewed, thus ensuring that the correct format is being used, if applicable.
- Site operations available for training on the new SCC control panel
- Supply, installation and connection of the following at the System Control Center (if not already available):

Site will be responsible for the new supply (labor and hardware) or transfer of the following connections from the existing panel (or site source) to the new SCC panel:

1. One (1) 120-240V volt, 50-60 Hz, 1 phase, 2 wire (plus ground), power supply for the SCC – make power connections within the panel but do not apply power. Power requirements can be supplied, typical draw is less than 15 Amps.
2. One (1) communications cable from plant SCADA system, if applicable.
3. Any new or existing power, analog or communications wiring that is too short for direct connection to new SCC will have to be replaced as “splicing” is not allowed

Note: Pull all wiring as required, label, and terminate within panels All conductors, conduit and local disconnects are the responsibility of the Installation Contractor.

Trojan Responsibility:

Trojan will be responsible for providing one electronic copy of the following documentation:

1. SCADA address list.
2. Controls Philosophy.
3. Appropriate corrected sections for the original O&M Manuals

Terms & Conditions:

Freight – Extra (quotation available upon request)

Payment terms: Net 30 days

Quote Valid – May 31, 2022

Delivery: 8-12 weeks, to be confirmed at order placement

SCC Warranty is one (1) year materials.

Refer to Terms & Conditions

In accordance with our terms & conditions refer to our website for details.

<https://www.trojantechnologies.com/sales-terms-conditions/>

From: [Grippe_Arthur](#)
To: [Franzetti, Richard](#); [Brann, Thomas](#)
Cc: [Harris, Carrie](#); [Batz, Michael](#); [Esteves, Donna](#); [Vara, Rob](#); [Maxwell, Mary Ann](#)
Subject: RE: 01-11-2022 RE: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264
Date: Wednesday, January 12, 2022 9:41:24 AM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.jpg](#)
[Outlook-1518542139.png](#)

This should be considered an emergency purchase.

The recording of the intensity/ mW output is part of our normal regulatory reporting as we are required to be above the minimum of 65 mw/cm³ at a flow of 1.5 MGD to meet the minimum disinfection requirement.

I will submit the request now.

Arthur Grippe | Plant Supervisor - Carmel, NY



2 Renwick Street | Newburgh, NY 12550

O: 845-541-3904

From: Franzetti, Richard <rjf@ci.carmel.ny.us>

Sent: Tuesday, January 11, 2022 4:22 PM

To: Grippe, Arthur <arthur.grippe@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>

Cc: Harris, Carrie <Carrie.Harris@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Esteves, Donna <de@ci.carmel.ny.us>; Vara, Rob <rjv2@ci.carmel.ny.us>; Maxwell, Mary Ann <mam@ci.carmel.ny.us>

Subject: 01-11-2022 RE: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

Never mind about the quote. Found it. Please address other questions.

Richard J. Franzetti, P.E, BCEE

Town Engineer

60 McAlpin Avenue

Mahopac, New York 10541

Phone - (845) 628-1500 ext 181

Fax - (845) 628-7085

Cell - (914) 843-4704

rjf@ci.carmel.ny.us

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From: Franzetti, Richard

Sent: Tuesday, January 11, 2022 4:21 PM

To: 'Grippe, Arthur' <arthur.grippe@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>

Cc: Harris, Carrie <Carrie.Harris@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Esteves, Donna <de@ci.carmel.ny.us>; Vara, Rob <rjv2@ci.carmel.ny.us>; Maxwell, Mary Ann <mam@ci.carmel.ny.us>

Subject: RE: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

Importance: High

Arthur

Thanks and sorry for the delay in responding.

Will need the following so that I can present memo to Town Board:

- Quote from the manufacturer
- PO request from Inframark

Note - need this by COB tomorrow as memo is due by 1 PM on Thursday

Is this considered an emergency or are any of these regulatory requirements as you are:

- running the system manually,
- won't know if any bulbs or ballast controls fail and
- not able to record the daily intensity and milliwatt output.

Thanks

Richard J. Franzetti, P.E, BCEE

Town Engineer

60 McAlpin Avenue

Mahopac, New York 10541

Phone - (845) 628-1500 ext 181

Fax - (845) 628-7085

Cell - (914) 843-4704

rjf@ci.carmel.ny.us

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From: Grippe, Arthur <arthur.grippe@inframark.com>

Sent: Wednesday, January 5, 2022 9:26 AM

To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Brann, Thomas <thomas.brann@inframark.com>

Cc: Harris, Carrie <Carrie.Harris@inframark.com>; Batz, Michael <michael.batz@inframark.com>

Subject: Fw: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Richard,

Recently the HMI control screen for the UV system has failed. Unfortunately, the controller isn't under warranty and a replacement is no longer available. I've attached a copy of the proposal for the replacement. This will include the costs for the materials and installation by the manufacturer. The replacement is \$19,220 and the install will be \$4760. In the meantime, I've overwritten the controller and are running the UV system manually at 100%. So the system will continue to run. We just won't know if any bulbs or ballast controls fail. In addition to that we won't be able to record the daily intensity and milliwatt output.

Arthur Grippe | Plant Supervisor - Carmel, NY



2 Renwick Street | Newburgh, NY 12550

O: 845-541-3904

From: Valenti, Shawn <svalenti@trojantechnologies.com>

Sent: Friday, December 24, 2021 11:16 AM

To: TrojanUV Eastern US Municipal Territory <easternus@trojantechnologies.com>; Grippo, Arthur <arthur.grippo@inframark.com>

Subject: RE: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

Hi Arthur,

The controls for your system isn't actually a PLC, but rather a micro controller and HM all built into one unit. This hardware is obsolete and replaced with the next generation which is the Beijer X2. The new hardware also requires all new I/O as well and thus a whole new Scc.

Hopefully that makes sense and we can always discuss in the new year.

Thanks,

Shawn

Confidential - Company Proprietary

From: TrojanUV Eastern US Municipal Territory <easternus@trojantechnologies.com>

Sent: December 24, 2021 10:21 AM

To: Grippo, Arthur <arthur.grippo@inframark.com>

Cc: Valenti, Shawn <svalenti@trojantechnologies.com>

Subject: RE: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

Hi Arthur

Your existing HMI is no longer available – it is obsolete. We only have the TouchSmart panel as the replacement.

Thank you

MIKE D'ORIA Inside Sales Manager - Aftermarket Parts

3020 Gore Road, London, Canada N5V 4T7

(800) 291-0851 ext 2556 office (226)268-9224 cell

easternus@trojantechnologies.com

Any and all quotes/bids submitted by Trojan with this email are subject to the Trojan terms & conditions refer to our website for details. <https://www.trojantechnologies.com/sales-terms-conditions/>

A picture containing graphical user interface Description automatically generated



From: Grippo, Arthur <arthur.grippo@inframark.com>

Sent: Thursday, December 23, 2021 4:47 PM

To: TrojanUV Eastern US Municipal Territory <easternus@trojantechnologies.com>

Subject: Re: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

Mike,

Our facility's normal hours of operation are from 7am-3pm.

Just to clarify. A replacement unit will be in the neighborhood of \$20,000 plus installation?

If so can you please explain why? I would just need a functioning navigation screen. The PLC controls appear to still be operating.

How long will the new units be covered under warranty?

Sent from my iPhone

From: TrojanUV Eastern US Municipal Territory <easternus@trojantechnologies.com>

Sent: Thursday, December 23, 2021 4:40:04 PM

To: Grippo, Arthur <arthur.grippo@inframark.com>

Subject: RE: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

Hi Arthur

Attached is the proposal for the replacement HMI. Please note the existing HMI is no longer supported and would need to be replaced with the TouchSmart.

Please review the attached proposal and advise should you have any questions.

When would you need to take delivery?

Thank you

MIKE D'ORIA Inside Sales Manager - Aftermarket Parts

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A picture containing graphical user interface Description automatically generated



From: Grippo, Arthur <arthur.grippo@inframark.com>

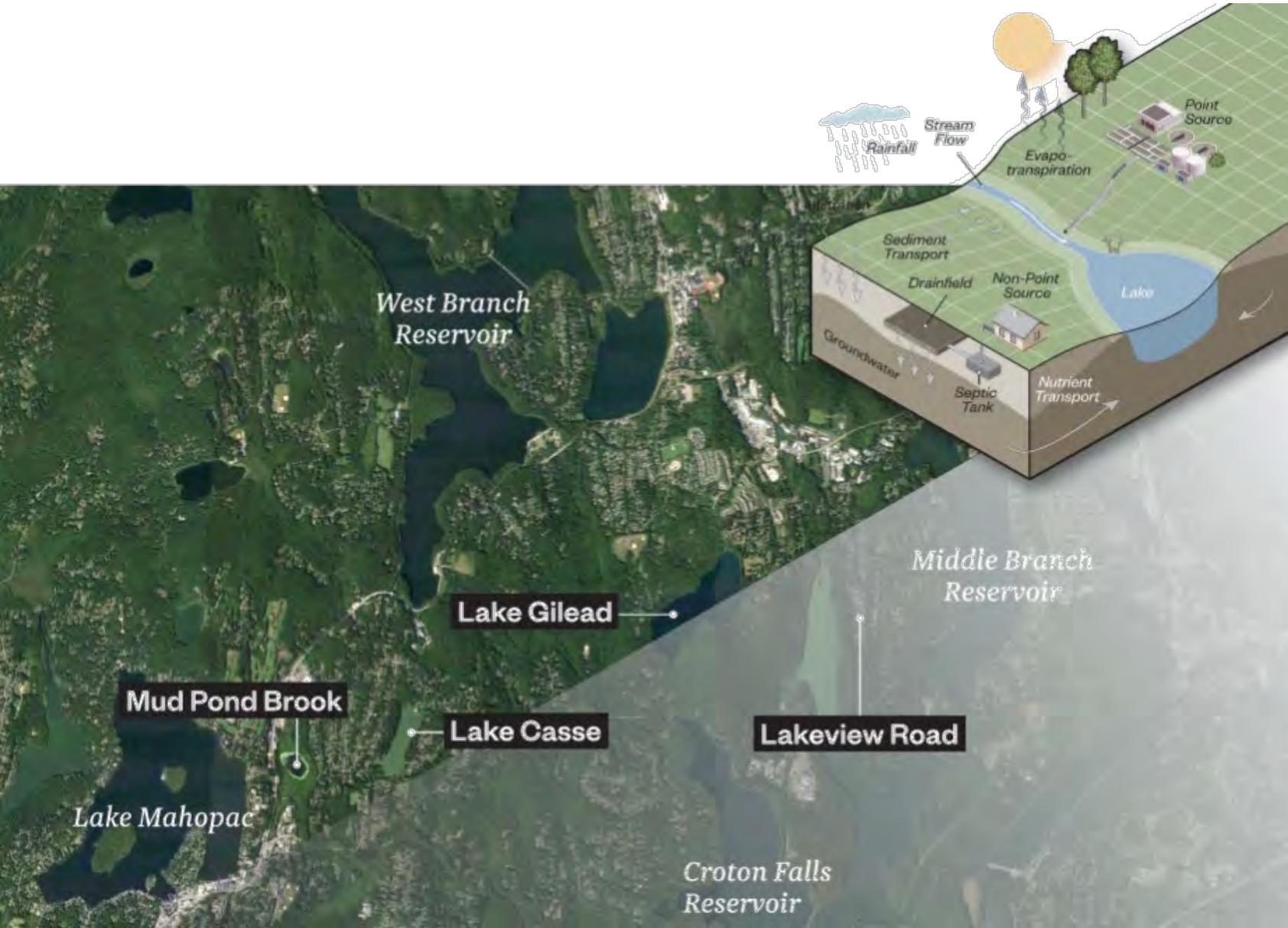
Sent: Tuesday, December 21, 2021 10:45 AM

To: TrojanUV Eastern US Municipal Territory <easternus@trojantechnologies.com>

Subject: Town of Carmel, NY - Sewer District #2(CT145926-HMI quote) 511264

Good Morning,

I would like to purchase a replacement HMI panel for out UV 3000plus. The screen is no longer functioning. We've gone through several of these over the past 10 years. I wasn't sure if this would be covered under warranty or not. Below is a photograph of the information located on the back of the panel.



East of Hudson Community Wastewater Planning Assistance Program



Agenda



Background

Lake Gilead and Lakeview Road

Mud Pond Brook and Lake Casse

Study Background



- Evaluate potential wastewater solutions and water quality impacts from septic systems on local water bodies.
- NYCDEP identified eight (8) areas where poorly functioning individual septic systems may have the potential to impact the water quality of the NYDEP's unfiltered water supply.
- Areas included:
 - Town of Carmel Lake Casse, Lake Gilead, Lake View Road, and Mud Pond Brook
 - Town of Kent – Palmer Lake
 - Town of Lewisboro, and Lake Waccabuc, Lake Truesdale and Lake Kitchawan
- Town area included the Croton Falls Reservoir system is part of NYC's EOH water supply watershed, and the Lower Hudson River Watershed.

Study Background



- Study was requested to support requirements of the 2017 update to the New York City Filtration Avoidance Determination (2017 FAD).
- Study was funded by the New York City Department of Environmental Protection (NYCDEP) grants as part of the East of Hudson Community Wastewater Planning Assistance Grant Program.
- The funds are to be used by eligible municipalities to finance engineering studies in evaluating wastewater solutions that could be taken to mitigate identified water quality impacts.
- Reports are to:
 - Plan and determine costs for identified wastewater solution projects.
 - Seek financing through State or Federal funding sources, including, but not limited to, the 2017 Clean Water Infrastructure Act.

Study Background



- Town circulated request for proposals to 13 engineering firms in September 2020.
- Six (6) firms responded.
- November 2020 Town selected
 - Arcadis of New York for the Lake Gilead and Lakeview study areas.
 - Hazen for the Lake Casse and Mud Pond Brook study area.
- Project commenced in December 2020 and the final report submitted on December 1, 2021.

Alternatives Studied



- Treatment alternatives required by the contract including **Septic Maintenance District formation and conveying sewage to either an existing WWTP, a new community septic system, or a new WWTP with groundwater discharge.**
- A **No Action alternative** was also considered reflective of the limited opportunity to further reduce phosphorous, and served as a baseline against which other alternatives were compared.

Study Areas Awarded to Arcadis



- The Lake Gilead study area is an approximately 247-acre drainage area which drains to the Croton Falls Reservoir through the 118-acre Lake Gilead and includes 178 non-vacant residential parcels.
- The Lakeview study area is an approximately 45-acre drainage area which drains directly into the 1,062-acre Croton Falls Reservoir. It consists of 62 non-vacant residential parcels.

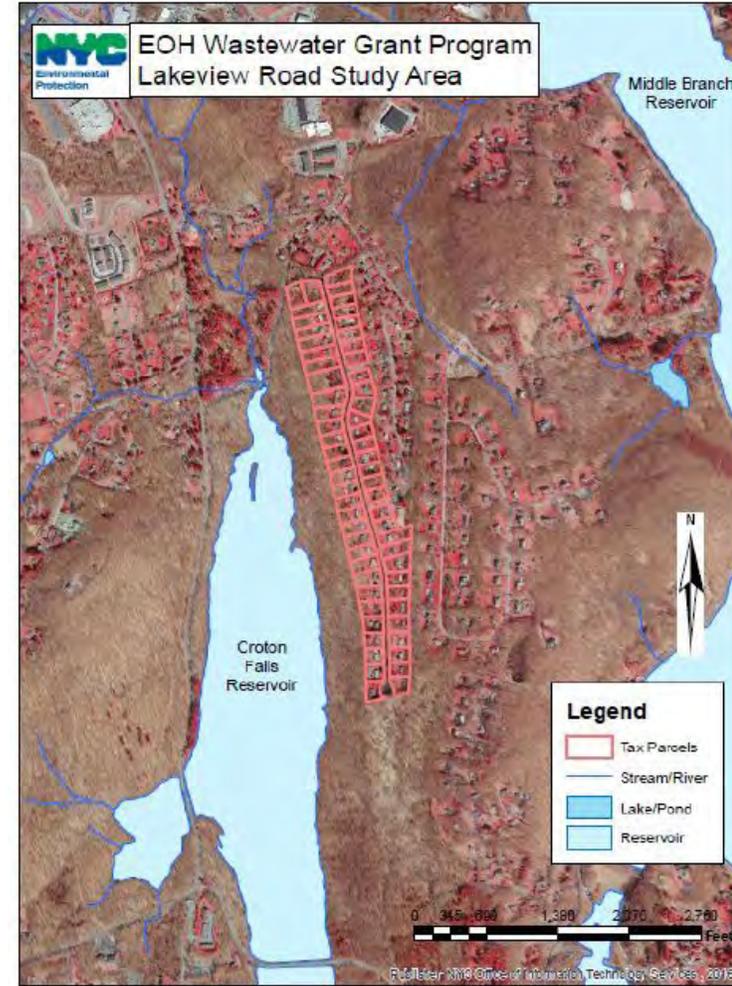
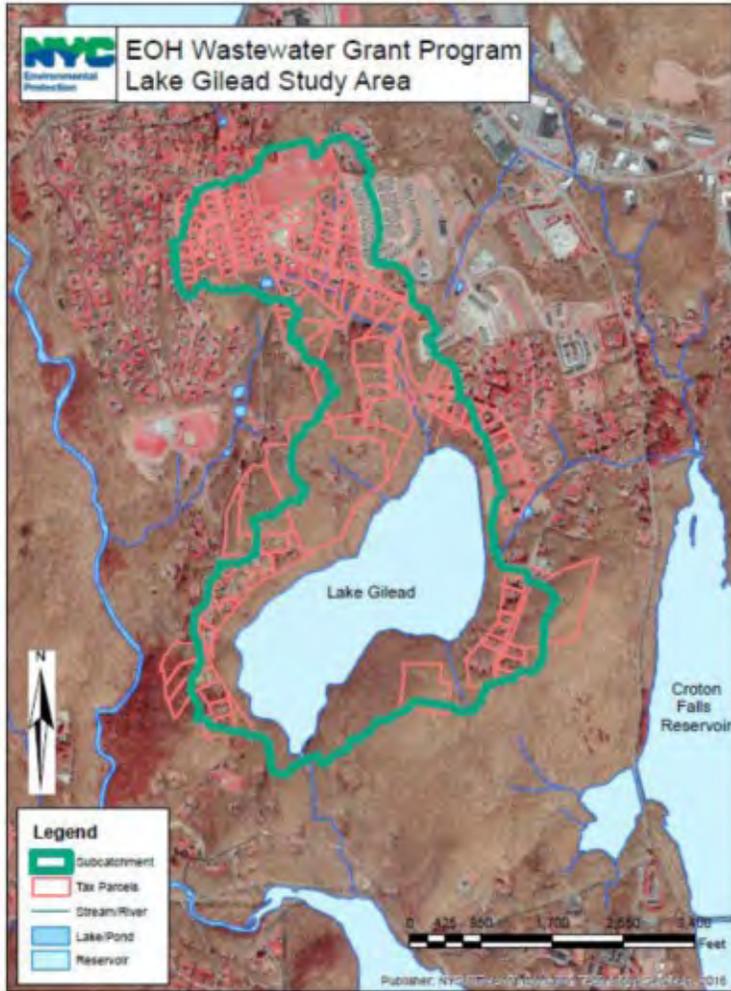
Study Areas Awarded to Hazen



- The Mud Pond Brook study area is an approximately 467-acre drainage area which drains to the Croton Falls Reservoir through the 13-acre Mud Pond and the Mud Pond Brook and includes 209 non-vacant residential parcels.
- The Lake Casse Study Area is an approximately 255-acre drainage area which drains to the Croton Falls Reservoir through the 32-acre Lake Casse and includes 243 non-vacant residential parcels.

Lake Gilead and Lakeview Road

Project Locations





Ways Septic Systems Pollute Waterbodies

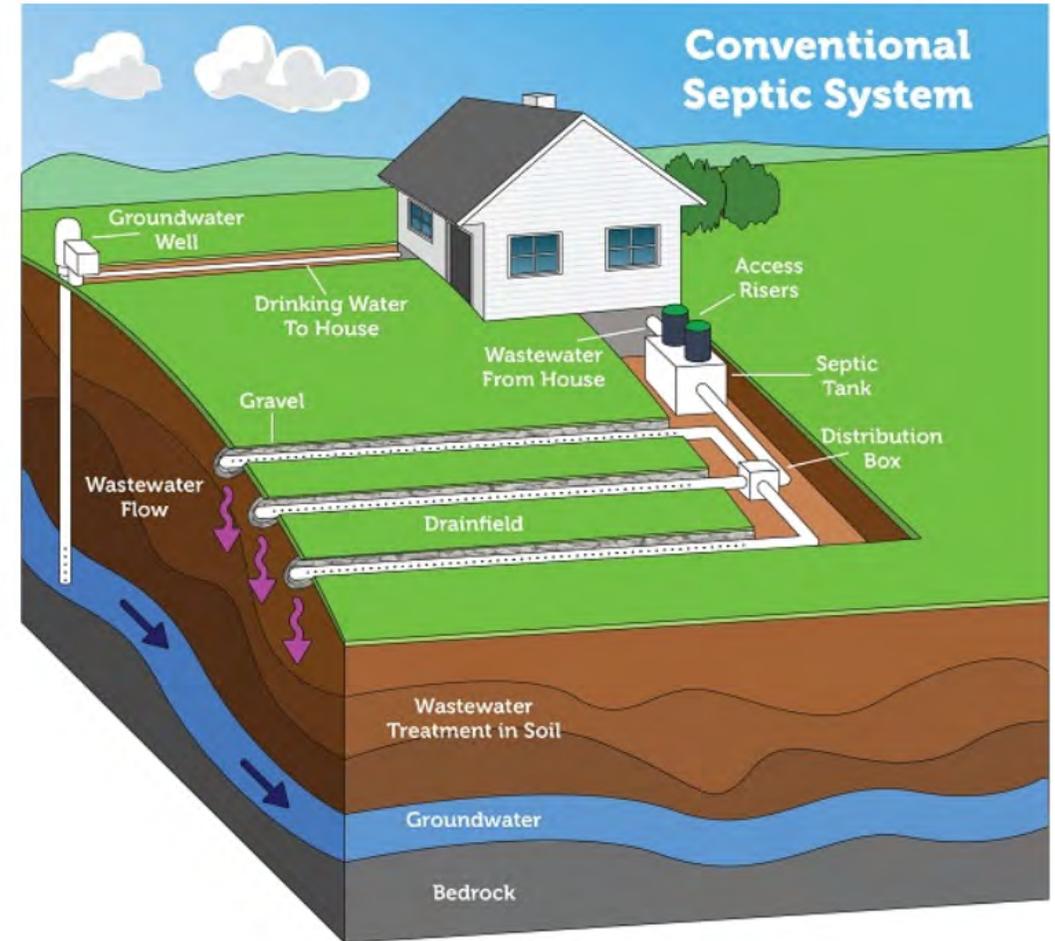
- Ponding
- Short circuiting
- Direct discharge



Ponding



Direct Discharge



Please note: Septic systems vary. Diagram is not to scale.

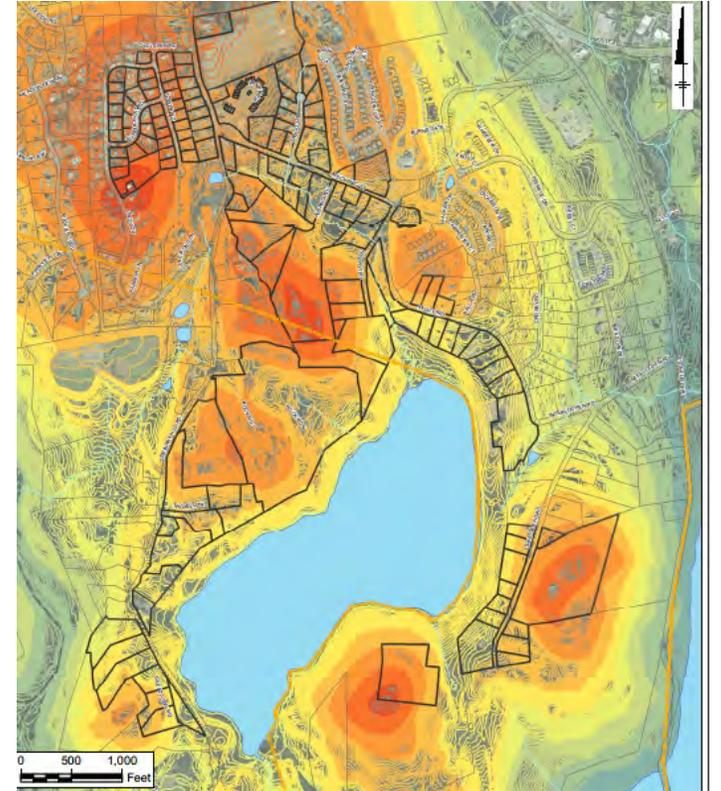


Evaluation of Existing Conditions

- Environmental setting
- Historical data
- Existing infrastructure
- Water Quality



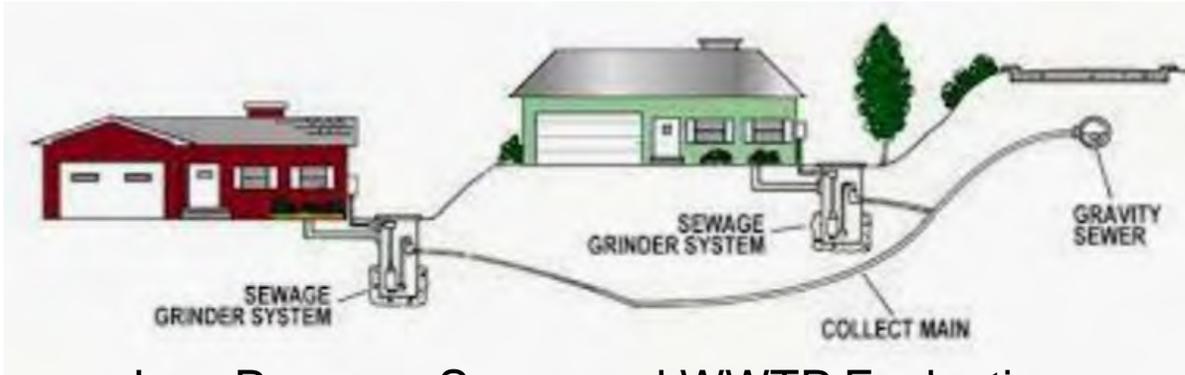
Existing Sewer



Topography



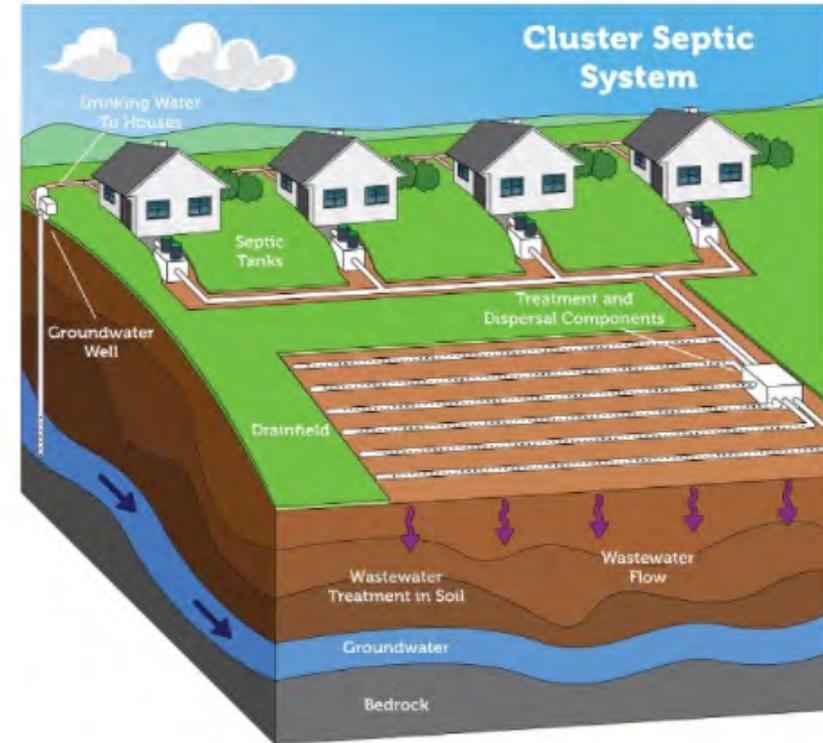
Evaluation of Alternatives



Low Pressure Sewer and WWTP Evaluation



Septic System Maintenance Program



Please note: Septic systems vary. Diagram is not to scale.

Community Septic System



Current Septic Impact – Lake Gilead

- 53 non-vacant, residential homes served by private sewer with 2.8 people per home yields **16,324 gallons per day of septic effluent**.
- Soil data obtained through USDA NRCS showed 66.9% of soil in the study area having **Somewhat Limited** soils and 33.1% as **Very Limited**.
- Review of septic repair permits filed with PCDOH since 1971 showed a **3.8% per year failure rate**, which is approximately 2 out of 53 homes in any given year.
- Modeling results for phosphorous loading from an assumed 3.8% per year failure rate **6.6 lb/year**, which is **14.4%** of the annual phosphorous loading to Lake Gilead(excluding phosphorous cycling internal to the lake.)

Current Septic Impact – Lakeview Road

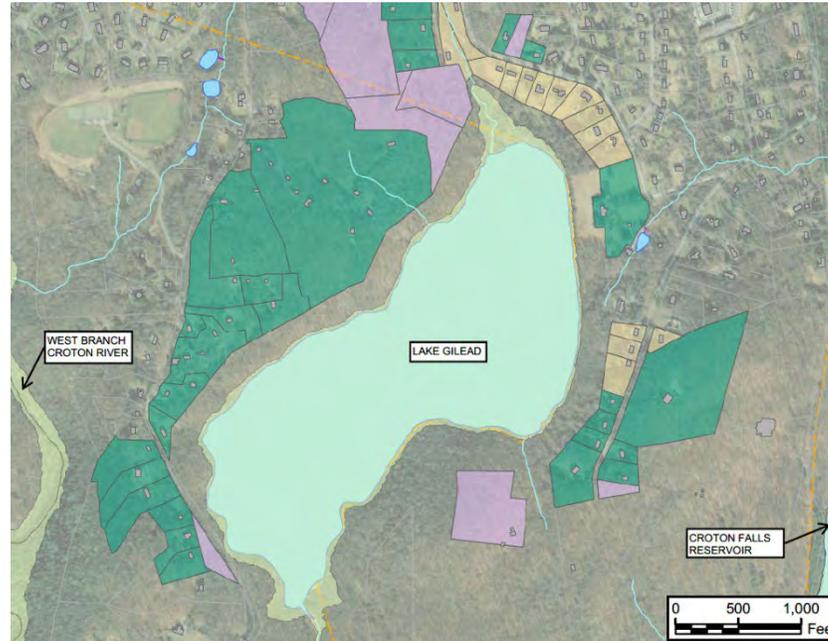


- 62 non-vacant residential homes with 2.8 people per parcel yields **19,100 gallons per day of septic effluent.**
- Soil data obtained through USDA NRCS showed the soils within the study area to be considered **Very Limited.**
- Review of septic repair permits filed with PCDOH since 1997 showed only **1.6% per year failure rate**, which is approximately 1 home in any given year.
- Modeling results for phosphorous loading from an assumed 1.6% per year failure rate is **~4.7 lbs/yr**, or **2.9% of the annual phosphorous loading to Croton Falls Reservoir from the Lakeview Study Area**(excluding phosphorous cycling internal to the lake.)

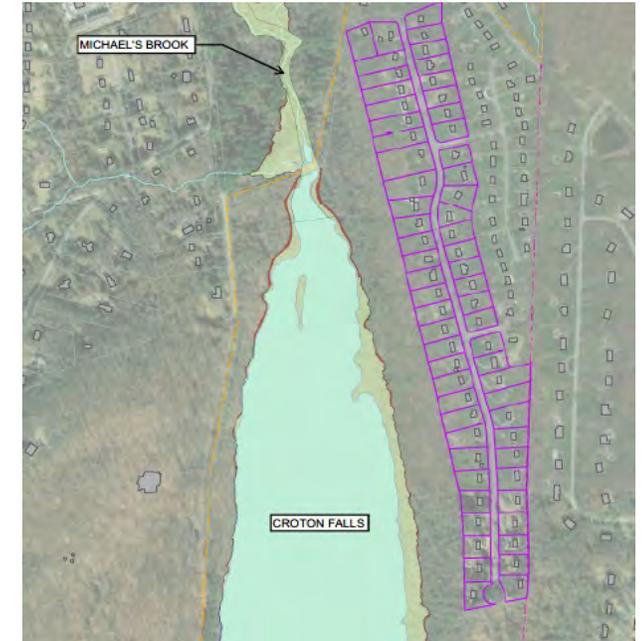
Results



- Conditions not favorable for Septic, but no evidence of systematic or premature septic system failure or direct discharge
- Distance to waterbodies – low risk
- Some evidence of failing system, or no record of pump out



Lake Gilead



Lakeview Road

Net Present Cost of Alternatives (30-years)



		No Action (Continue with Septic Systems)	Low Pressure Sewer	New Service Connections to Existing Sewer*
Lake Gilead	Entire Study Area	\$1,806,000	\$3,523,000	\$210,000
	Per Home	\$43,000	\$84,000	\$19,100
Lakeview	Entire Study Area	\$2,666,000	\$3,570,000	NA
	Per Home	\$43,000	\$57,600	NA

*Note: New service connections are only applicable to 11 homes on the north side of Lake Gilead where there is existing sewer.

Recommendations

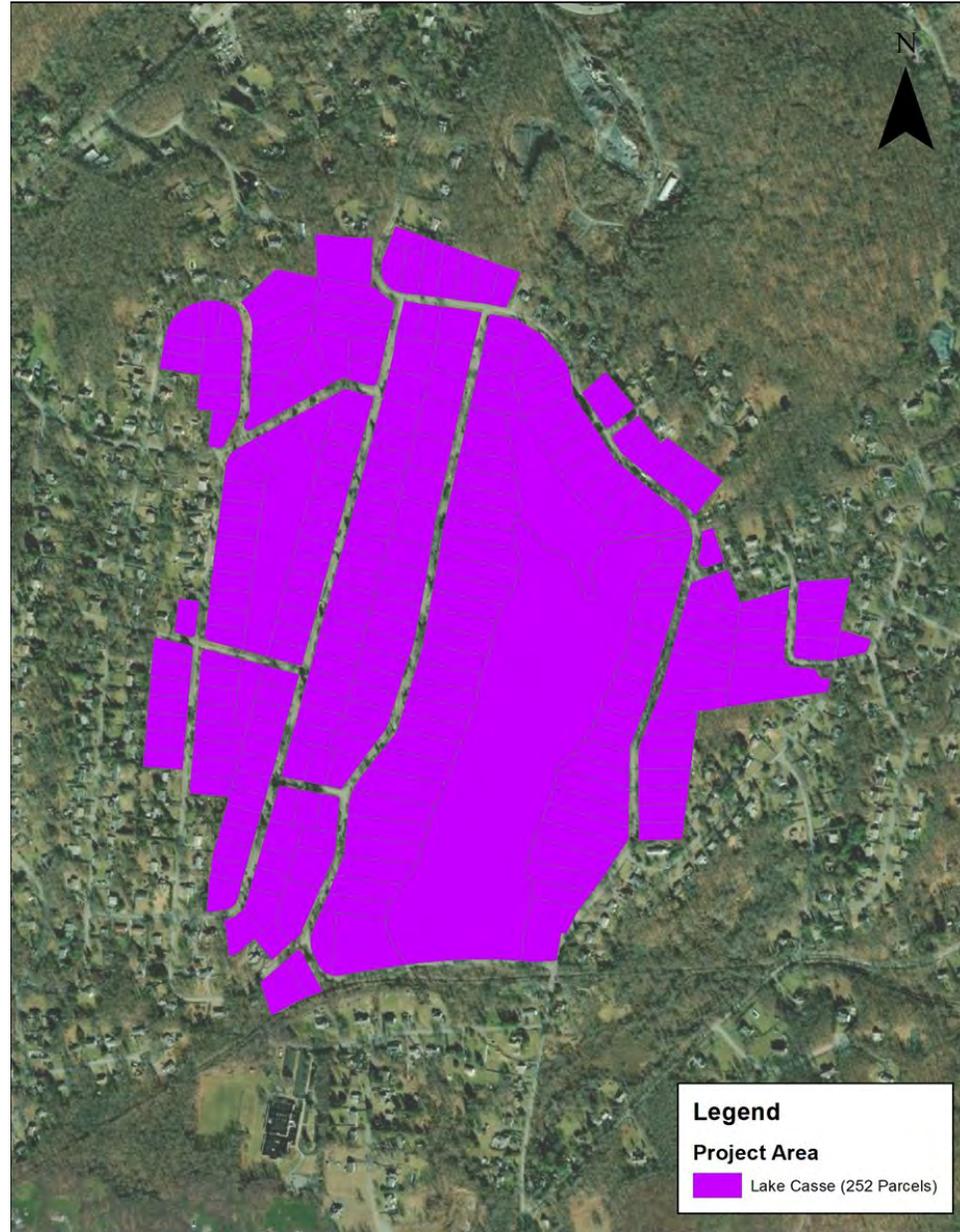
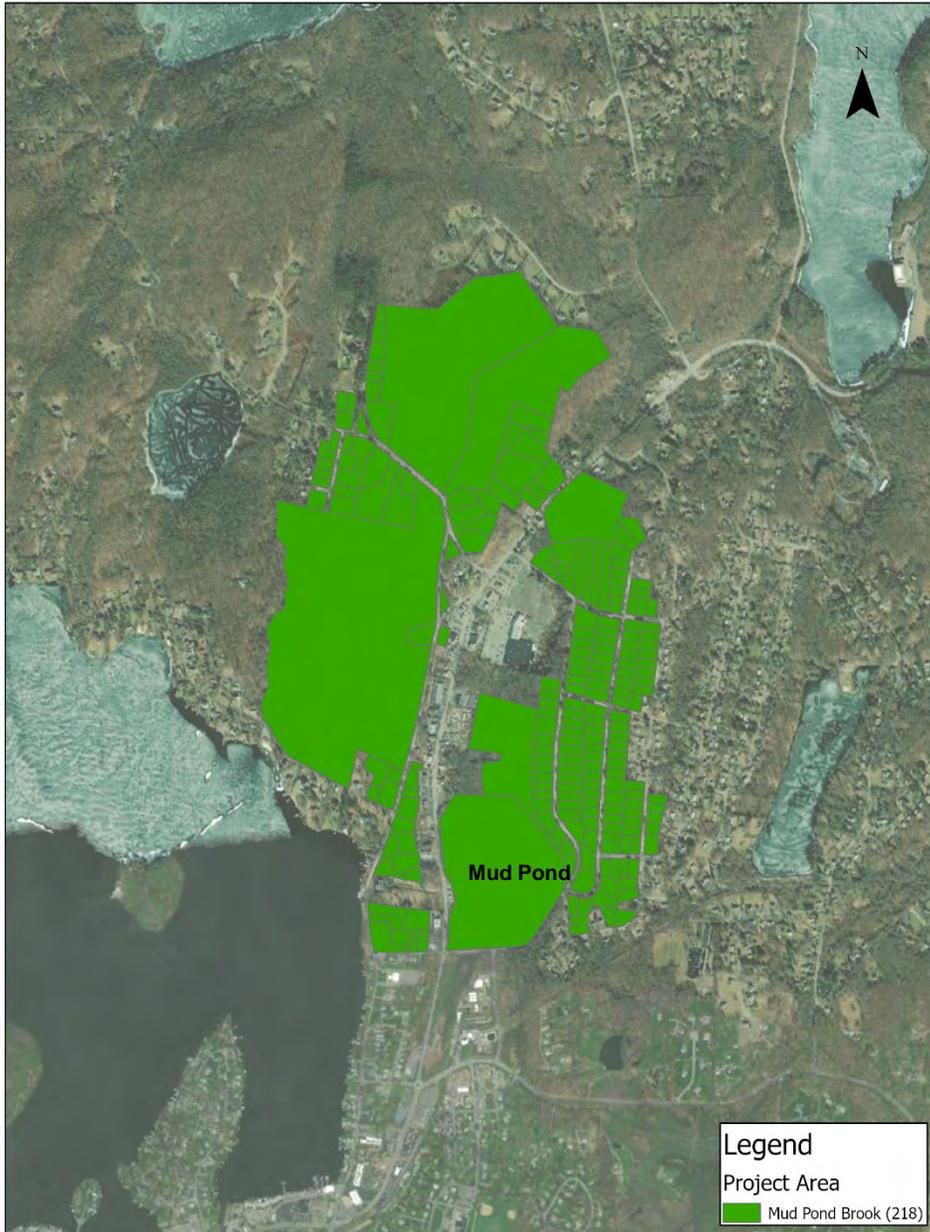


- **No Action – Continue with septic systems**
- Homeowners in Lake Gilead area with access to public sewer should connect when septic needs replacement
- **Septic System Maintenance Program**
 - Complete septic system inspections for homes with no current record and request documentation of most recent pump out
 - Require septic inspection at time of property transfer
 - Review available DOH data on an annual basis
 - Educational material on web page and mailings



EPA Educational Material

Mud Pond Brook and Lake Casse



Current Septic Impact – Mud Pond Brook



- 209 non-vacant residential parcels with 2.91 people per parcel yields **82,390 gallons per day of septic effluent.**
- Water quality modeling and literature review, show a **well-functioning septic systems set back more than 250' from surface water do not contribute phosphorous to the watershed.**
- Review of septic repair permits filed with PCDOH since 1987 showed only **0.6% per year failure rate**, which is approximately 1 to 2 parcels in any given year.
- Modeling results for phosphorous loading from failing septic systems is ~7.6 lbs/yr, or **9% of the annual phosphorous loading to Mud Pond** (excluding phosphorous cycling internal to the lake), and **0.1% of the total non-point source phosphorous load to the Croton Falls Reservoir.**

Current Septic Impact – Lake Casse



- 243 non-vacant residential parcels with 2.91 people per parcel yields **86,040 gallons per day of septic effluent.**
- Water quality modeling and literature review, show a **well-functioning septic systems set back more than 250' from surface water do not contribute phosphorous to the watershed.**
- Review of septic repair permits filed with PCDOH since 1987 showed only **0.6% per year failure rate**, which is approximately 1 to 2 parcels in any given year.
- Modeling results indicated phosphorous loading from failing septic systems is ~7.6 lbs/yr, or **23% of the annual phosphorous loading to Lake Casse** (excluding phosphorous cycling internal to the lake) and **0.1% of the total non-point source phosphorous load to the Croton Falls Reservoir.**

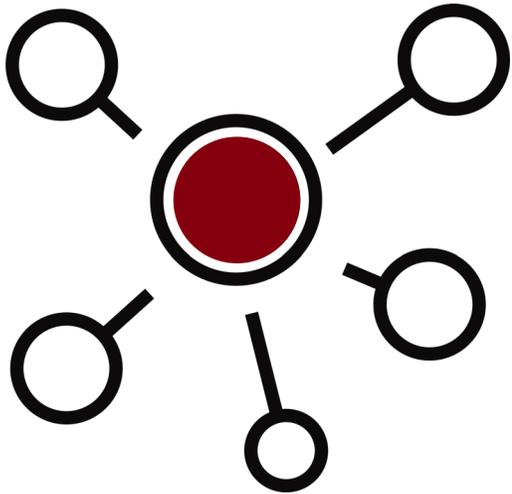
Water Quality Modeling Final Results



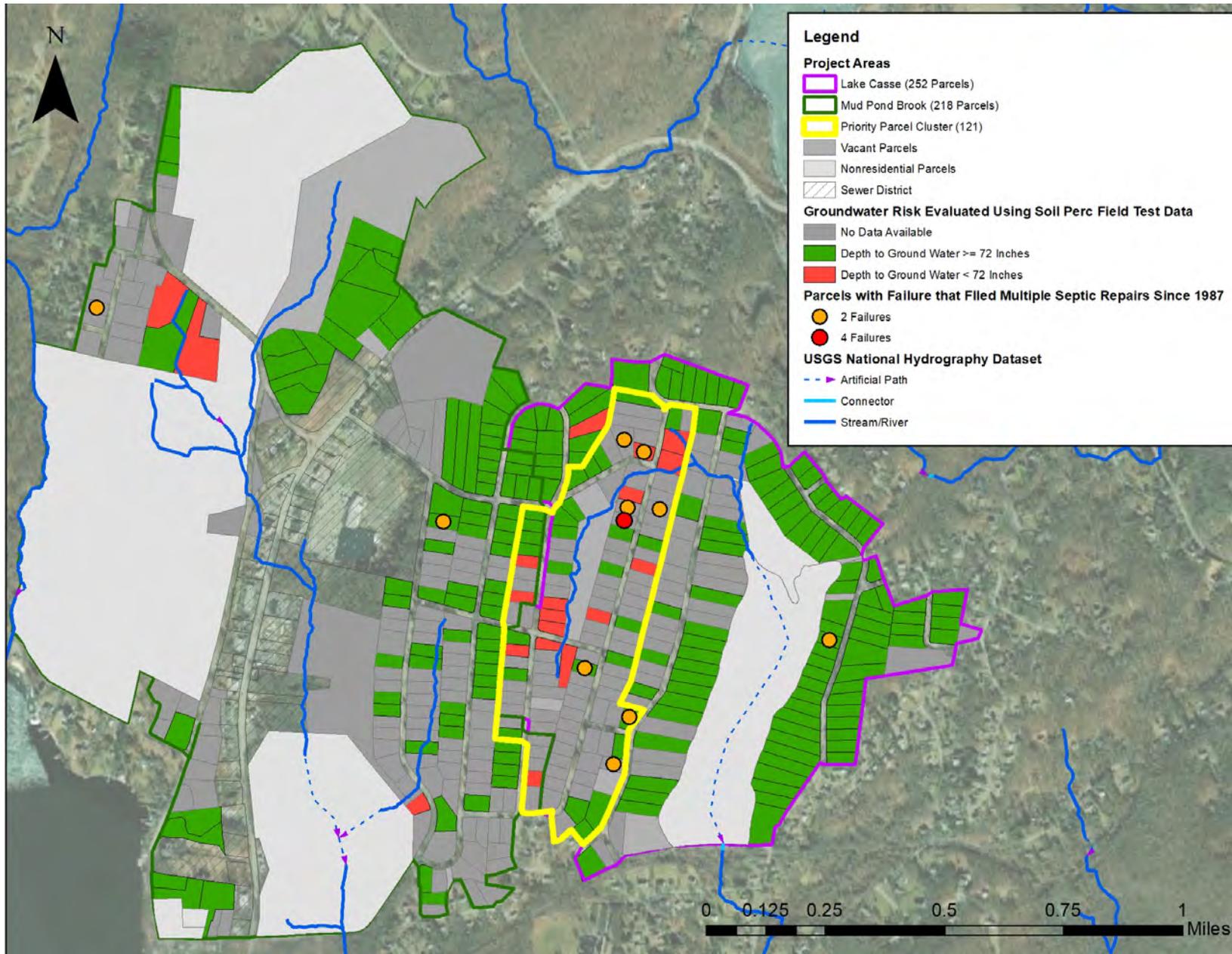
	Mud Pond	Lake Casse
Runoff (lbs/yr)	44.9	9.7
Groundwater (lbs/yr)	20.6	10.8
Streambank Erosion (lbs/yr)	8.8	4.4
Septic (lbs/yr)	7.6	7.6
Internal Lake Loads (lbs/yr)	25.4	62.5
TOTAL	107.4	95.0

Total P loads to Croton Falls Reservoir approx. 7,300 lbs/yr

Priority Cluster



- **72% of parcels reporting multiple failures were located in an area representing 26% of the total parcels in both study areas, referred to as the Cluster.**
- The Cluster represents 121 parcels, 16 in Mud Pond and 105 in the Lake Casse.
- Average daily flows from the Cluster would be **39,680 gallons per day.**



Selection Criteria



Criteria	Metric	Normalization
Water Quality / Phosphorus Load Change	lb/year	Against annual average loading (high is better)
Economic (Cost/lb-year P reduction)	\$/year (capitalized)	Against current cost of septic (high is worse)
Economic (Cost per User)	\$/year (capitalized)	Against current cost of septic (high is worse)
Lots Impacted (Land Use Conversion)	Number of Lots	0 to Study Area (high is worse)
ROW Impact	LF	0 to Study Area (high is worse)
Space Requirement	Acreage	Min to Max (high is worse)
Permitting / Funding Complexity	Level of Effort to Prepare/Approve (hours)	Min to Max (high is worse)
Other Benefits <ul style="list-style-type: none"> • Aesthetic • Natural Resources • Property appreciation (improved water quality associated with lake) • Recreational amenities 	Qualitative	0 to 4 (high is better)

Net Present Cost of Alternatives



	No Action	Septic Maintenance District (Conventional)	Septic Maintenance District (Advanced)	Community Septic System	Connection to Existing WWTP	New WWTP
Cluster	\$2,160,000	\$5,573,000	\$13,560,000	\$19,829,000	\$15,473,000	\$23,120,000
Mud Pond Brook (Entire Study Area)	\$3,880,000	\$10,026,000	\$24,276,000	N/A	N/A	N/A
Lake Casse (Entire Study Area)	\$4,500,000	\$11,530,000	\$28,039,000	N/A	N/A	N/A

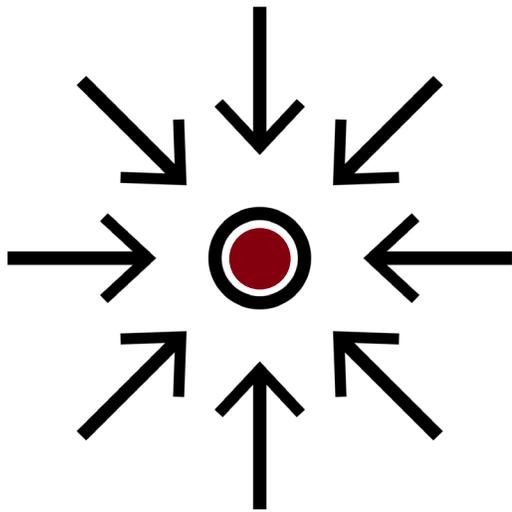
Wastewater Alternatives – Final Scores



	MPB	LC	Cluster
No Action	94 (96)	91 (95)	96 (96)
Septic Maintenance District	91 (92)	90.5 (92)	93 (93)
Advanced Onsite	81 (82)	80 (81)	85 (85)
Community Septic	FF	FF	33 (35)
Existing WWTP	FF	FF	51 (52)
New WWTP	FF	FF	24 (26)

Numbers in parentheses include the impact of internal lake loads

Recommended Alternative



The multi-criteria decision analysis indicated that **No Action across the Study area had the highest weighted and normalized score**. The scoring reflected the relatively low potential benefit for further phosphorus reductions given the already low septic failure rate in the study area, and the relatively high cost per user for the other alternatives compared to No Action.

Questions