4a

FINANCE DEPARTMENT

Memo

To: The Board of Selectmen

From: Rawle Dummett

Date: October 20, 2022

Re: **Disposal of surplus assets**

Dear Mr. Brule,

In accordance with the Town Property Ordinance, Chapter 3.08.020 it is requested that the Board of Selectmen please consider an act to surplus for disposal, as part of the fleet plan, a 2009 Ford Escape, VIN# 1FMCU93G79KC38309 Asset ID: 100517, on Behalf of the Recreation and Parks Department. Upon your approval, the Purchasing Agent will dispose of this item by auction.

This vehicle will not be replaced.

Thank you for your consideration

Rawle Dummett
Purchasing Agent,
Town of Waterford

04

FIFTEEN ROPE FERRY ROAD

Town of Waterford

WATERFORD, CT 06385-2886

WATERFORD RECREATION AND PARKS COMMISSION

DATE: October 20, 2022

TO: Board of Selectmen

FROM: Ryan McNamara, Interim Director of Recreation & Parks

SUBJECT: Fleet Management Surplus

The Recreation and Parks Department requests your consideration for transferring the following assets to the Purchasing Agent to declare surplus in accordance with policy:

Asset #: 100517 – Tag R2/33WFD a 2009 Ford Escape has been identified as a DNR – Do Not Replace. This is part of action items to assist in Fleet reduction costs. A vehicle from Town Hall can be requested for office staff during high peak periods.

This vehicle can be processed for surplus. It is currently located in the Community Center parking lot.

Thank you for your time and consideration.

If you have any further questions, please call.

SIGNED ____________________

Ryan McNamara, Interim Director
Recreation and Parks Commission

#5

Finance Department

Memo

October 21, 2022

Re: **Cooperative Purchasing - Police Vehicles**

Mr. Brule:

In keeping with Section; 3.08.010 of the Purchasing Ordinance. The Purchasing Department on behalf of the Police Department respectfully seeks the Board's approval to purchase two (2) 2023 Chevy Tahoes provided by Sullivan's Northwest Hills Chevy totaling $81,631.20 per State Contract 19PSX0161. These purchases are in accordance with the Fleet Replacement Plan.

Funds will be available from Line Item 24207-54070 Vehicle Replacement.

Respectfully

Rawle Dummett
Purchasing Agent,
Town of Waterford

Northwest Hills Automotive, LLC
2065 East Main Street
Torrington, CT 06790
www.northwesthillsdealerships.com
(203)528-6674

Sullivan's
NORTHWEST HILLS

Quote # :10/20/2022

Prepared For:WATERFORD PD

State Contract Award # : 19PSX0161

Make	Model Year	BASE BID MODEL DESCRIPTION
CHEVROLET	2023	CHEVROLET TAHOE SSV 4X4

Base Warranty 36Mos 360000 Miles
Powertrain Warranty 5yr 100000 miles

Base Contract Price	$38,586.00

Vehicle to include all manufacturers standard and optional equipment as described in the original bid specifications plus the following options:

Option or Model #	Discount %	Upgrades / Factory Options	QTY	MSRP ($)	Discount ($)	Net Amount ($)
A50	12.00%	FRONT BUCKET SEATS	1	$350.00	$42.00	$308.00
AMF	12.00%	REMOTE KEYLEES PKG	1	$75.00	$9.00	$66.00
BTV	12.00%	REMOTE START PKG	1	$300.00	$36.00	$264.00
PQA	12.00%	1FL SAFETY PKG	1	$395.00	$47.40	$347.60
V76	12.00%	FRONT RECOVERY HOOKS	1	$50.00	$6.00	$44.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	
PAINT 4 DOOR		PAINT 4 DOORS WHITE	1	$1,200.00	$0.00	$1,200.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
		Totals:		$2,370.00	$140.40	$2,229.60

After Market Options

Item #	MFR	Discount	Description	QTY	List Price	State Discount ($)	Net Amount ($)
1						$ -	0.00
			Labor				0.00
2						$ -	0.00
			Labor			$ -	0.00
3						$ -	0.00
			Labor			$ -	0.00
4						$ -	0.00
			Labor			$ -	0.00
5						$ -	0.00
			Labor			$ -	0.00
6						$ -	0.00
			Labor			$ -	0.00
			Parts Acessories and Labor				0.00
			Connecticut Motor Vehicle Fees				
			Total Standard, Optional, and Aftermarket Equipment :		each $		$40,815.60
				Units: 1		Total:	$40,815.60

	QTY	Exterior	Interior
Name:			
FIN Code:	1	BLACK	BLACK
VIN:			

Warren Ford

Signature

10/20/2022
Date

Warren Ford
Fleet and Municipal Manager

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/11/19
Prev. Rev. 11/22/16

Peter Hunter
Contract Specialist

860-713-5257
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.: 19PSX0161
Contract Award Date: 1 October 2019
Proposal Due Date: 20 August 2019
SUPPLEMENT DATE: **11 March 2020**

CONTRACT AWARD SUPPLEMENT #5

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Purchase of Cars and Light Duty Trucks**

FOR: **Department of Administrative Services, All Using State Agencies, and Political Subdivisions and Not-for-Profit Organizations**		TERM OF CONTRACT: **1 October 2019 through 30 September 2023** AGENCY REQUISITION NUMBER: 0000005768	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.
NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement #5 is issued to clarify that this Contract is open to Not-for-Profit Organizations.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED______________________________
PETER HUNTER
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/11/19
Prev. Rev. 11/22/16

Peter Hunter
Contract Specialist

860-713-5257
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:	**19PSX0161**
Contract Award Date:	1 October 2019
Proposal Due Date:	20 August 2019
SUPPLEMENT DATE:	**10 December 2019**

CONTRACT AWARD SUPPLEMENT #4

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Purchase of Cars and Light Duty Trucks**

FOR:		TERM OF CONTRACT:	
Department of Administrative Services, All Using State Agencies, and Political Subdivisions		**1 October 2019 through 30 September 2023**	
		AGENCY REQUISITION NUMBER: 0000005768	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
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NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement #4 incorporates the results of solicitation 19PSX0263, adding additional vehicles and an updated Exhibit B Price Schedule to this Contract.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED______________________
PETER HUNTER
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/11/19
Prev. Rev. 11/22/16

Peter Hunter
Contract Specialist

860-713-5257
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.: 19PSX0161
Contract Award Date: 1 October 2019
Proposal Due Date: 20 August 2019
SUPPLEMENT DATE: 21 October 2019

CONTRACT AWARD SUPPLEMENT #3

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Purchase of Cars and Light Duty Trucks**

FOR: **Department of Administrative Services, All Using State Agencies, and Political Subdivisions**	**TERM OF CONTRACT:** **1 October 2019 through 30 September 2023**
	AGENCY REQUISITION NUMBER: 0000005768

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.
NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement 3 issued to post an updated Exhibit B Price Schedule.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED________________________________
PETER HUNTER
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/11/19
Prev. Rev. 11/22/16

Peter Hunter
Contract Specialist

860-713-5257
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:
19PSX0161
Contract Award Date: 1 October 2019
Proposal Due Date: 20 August 2019
SUPPLEMENT DATE: **17 October 2019**

CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Purchase of Cars and Light Duty Trucks**

FOR: **Department of Administrative Services, All Using State Agencies, and Political Subdivisions**		TERM OF CONTRACT: **1 October 2019 through 30 September 2023**	
		AGENCY REQUISITION NUMBER: 0000005768	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

<u>NOTICE TO CONTRACTORS:</u> This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do <u>not</u> reflect any expected purchase amounts (actual or implied). They are for CHRO use only.
<u>NOTICE TO AGENCIES:</u> A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
<u>CASH DISCOUNTS:</u> Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
<u>PRICE BASIS:</u> Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

<u>PLEASE NOTE:</u>

Supplement 2 issued to remove Gengras Chevrolet Inc. and Manchester Sports Center Inc., d/b/a/Carter Chevrolet from the General Motors portion of this Contract, and to post an updated Exhibit B Price Schedule.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED____________________
PETER HUNTER
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/11/19
Prev. Rev. 11/22/16

Peter Hunter
Contract Specialist

860-713-5257
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:
19PSX0161
Contract Award Date: 1 October 2019
Proposal Due Date: 20 August 2019
SUPPLEMENT DATE: **2 October 2019**

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Purchase of Cars and Light Duty Trucks**

FOR:	TERM OF CONTRACT:
Department of Administrative Services, All Using State Agencies, and Political Subdivisions	**1 October 2019 through 30 September 2023**
	AGENCY REQUISITION NUMBER: 0000005768

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

<u>NOTICE TO CONTRACTORS:</u> This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
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<u>NOTICE TO AGENCIES:</u> A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
<u>CASH DISCOUNTS:</u> Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
<u>PRICE BASIS:</u> Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

<u>PLEASE NOTE:</u>

Supplement 1 issued to correct the unintentional omission of Robert's Chrysler Inc. from line items 13 through 19 on the Chrysler Exhibit B Price Schedule.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED________________________
PETER HUNTER
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT AWARD
RFP-38 Rev. 4/11/19
Prev. Rev. 11/18/16

Peter Hunter
Contract Specialist

860-713-5257
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:
19PSX0161
Contract Award Date: 01 October 2019
RFP Due Date: 20 August 2019

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Purchase of Cars and Light Duty Trucks**

FOR: **Department of Administrative Services, All Using State Agencies, and Political Subdivisions and Not-for-Profit Organizations**		TERM OF CONTRACT: **01 October 2019 through 30 September 2023**	
		AGENCY REQUISITION NUMBER: 0000005768	
IN STATE (NON-SB) CONTRACT VALUE	**DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE**	**OUT OF STATE CONTRACT VALUE**	**TOTAL CONTRACT AWARD VALUE**
$996,000,000.00 est.	--	$400,000.00 est.	$100,000,000.00 est.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
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CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION: See Overleaf

APPROVED

PETER HUNTER
Contract Specialist, Department of Administrative Services
(Original Signature on Document in Procurement Files)

JOSH GEBALLE
Commissioner, Department of Administrative Services
(Original Signature on Document in Procurement Files)

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: Crowley Chrysler Plymouth, Inc.
Company Address: 1451 Farmington Avenue, Bristol, CT 06010
Contact Person: Gordon Rapp — *Tel. No.:* (860) 793-8885
Company/Contact Person Email Address: fleetsales@crowleyauto.net
Contact Person Address: Above
Remittance Address: Above
Company Web Site: www.crowleyauto.net — *Delivery:* Per Contract
Certification Type (SBE,MBE or None): None — *Contract Value:* $250,000.00 est.
Prompt Payment Terms: 0% 00 Net 45 — *Agrees to Supply Political SubDivisions:* Yes

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Company Name: Gengras Chrysler Dodge Jeep LLC
Company Address: 460 Connecticut Boulevard, Hartford, CT 06108
Contact Person: Gordon Rapp — *Tel. No.:* (860) 727-6302
Company/Contact Person Email Address: grapp@gengras.com
Contact Person Address: Above
Remittance Address: Above
Company Web Site: gengras.com — *Delivery:* Per Contract
Certification Type (SBE,MBE or None): None — *Contract Value:* $1,790,000.00 est.
Prompt Payment Terms: 0% 00 Net 45 — *Agrees to Supply Political SubDivisions:* Yes

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Company Name: Gengras Ford, LLC
Company Address: 225 New Britain Avenue, Plainville, CT 06062
Contact Person: Gordon Rapp — *Tel. No.:* (860) 727-6302
Company/Contact Person Email Address: grapp@gengras.com
Contact Person Address: Above
Remittance Address: Above
Company Web Site: gengras.com — *Delivery:* Per Contract
Certification Type (SBE,MBE or None): None — *Contract Value:* $24,500,000.00 est.
Prompt Payment Terms: 0% 00 Net 45 — *Agrees to Supply Political SubDivisions:* Yes

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Company Name: GHNH Inc
Company Address: 369 Miracle Mile, Lebanon, NH 03766
Contact Person: Gordon Rapp — *Tel. No.:* (860) 727-6302
Company/Contact Person Email Address: grapp@gengras.com
Contact Person Address: Above
Remittance Address: Above
Company Web Site: gengras.com — *Delivery:* Per Contract
Certification Type (SBE,MBE or None): None — *Contract Value:* $400,000.00 est.
Prompt Payment Terms: 0% 00 Net 45 — *Agrees to Supply Political SubDivisions:* Yes

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Company Name: Loehmann Blasius Chevrolet Inc.
Company Address: Interstate 84 at Scott Road, Waterbury, CT 06705
Contact Person: Gene Reilly — *Tel. No.:* (203) 676-4072
Company/Contact Person Email Address: genereilly2@aol.com
Contact Person Address: Above
Remittance Address: Above
Company Web Site: blasiuschevycadillac.com — *Delivery:* Per Contract
Certification Type (SBE,MBE or None): None — *Contract Value:* $10,000,000.00 est.
Prompt Payment Terms: 0% 00 Net 45 — *Agrees to Supply Political SubDivisions:* Yes

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Company Name: **Manchester Sports Center Inc.**
Company Address: **24 Adams Street, Manchester, CT 06042**
Contact Person: **Craig Peters** — *Tel. No.:* **(860) 645-3100**
Company/Contact Person Email Address: **craig.peters@manchesterhonda.com**
Contact Person Address: **Above**
Remittance Address: **Above**
Company Web Site: **www.manchesterhonda.com** — *Delivery:* **Per Contract**
Certification Type (SBE,MBE or None): **None** — *Contract Value:* **$14,555,000.00 est.**
Prompt Payment Terms: **0% 00 Net 45** — *Agrees to Supply Political SubDivisions:* **Yes**

Company Name: **New Country Motor Cars INC**
Company Address: **1 Weston Park Rd., Hartford, CT 06120**
Contact Person: **Tristan R. Kovatis** — *Tel. No.:* **(860) 722-4819**
Company/Contact Person Email Address: **tkovatis@newcountry.com**
Contact Person Address: **Above**
Remittance Address: **Above**
Company Web Site: **https://www.newcountrymercedes.com/** — *Delivery:* **Per Contract**
Certification Type (SBE,MBE or None): **None** — *Contract Value:* **$400,000.00 est.**
Prompt Payment Terms: **0% 00 Net 45** — *Agrees to Supply Political SubDivisions:* **Yes**

Company Name: **Northwest Hills Automotive LLC**
Company Address: **2065 East Main Street, Torrington, CT 06790**
Contact Person: **Warren Ford** — *Tel. No.:* **(203) 528-6674**
Company/Contact Person Email Address: **warren.ford@nwhcars.com**
Contact Person Address: **Above**
Remittance Address: **Above**
Company Web Site: **www.northwesthillsdealerships.com** — *Delivery:* **Per Contract**
Certification Type (SBE,MBE or None): **None** — *Contract Value:* **$10,000,000.00 est.**
Prompt Payment Terms: **0% 00 Net 45** — *Agrees to Supply Political SubDivisions:* **Yes**

Company Name: **Northwest Hills Chrysler Jeep LLC**
Company Address: **2033 East Main Street, Torrington, CT 06790**
Contact Person: **Warren Ford** — *Tel. No.:* **(203) 528-6674**
Company/Contact Person Email Address: **warren.ford@nwhcars.com**
Contact Person Address: **Above**
Remittance Address: **Above**
Company Web Site: **www.northwesthillschrysler.com** — *Delivery:* **Per Contract**
Certification Type (SBE,MBE or None): **None** — *Contract Value:* **$1,415,000.00 est.**
Prompt Payment Terms: **0% 00 Net 45** — *Agrees to Supply Political SubDivisions:* **Yes**

Company Name: **Robert's Chrysler, Inc.**
Company Address: **120 South Broad St., Meriden, CT 06451**
Contact Person: **Peter Willis** — *Tel. No.:* **(203) 430-9212**
Company/Contact Person Email Address: **pwillis@snet.net**
Contact Person Address: **Above**
Remittance Address: **Above**
Company Web Site: **robertschryslerdodge.net** — *Delivery:* **Per Contract**
Certification Type (SBE,MBE or None): **None** — *Contract Value:* **$1,790,000.00 est.**
Prompt Payment Terms: **0% 00 Net 45** — *Agrees to Supply Political SubDivisions:* **Yes**

#6

FINANCE DEPARTMENT

Memo

October 20, 2022

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Cooperative Purchasing-Trenchless Pipeline Rehabilitation Services

Dear Mr. Brule:

In keeping with Section 3.08.010 of the Purchasing Ordinance - Cooperative Purchasing, the Purchasing Department on behalf the Utility Commission, after due diligence and careful consideration, is respectfully seeking the Board's approval to award the contract for the supply of Trenchless Pipeline Rehabilitation Services to Vortex Services LLC. not to exceed $100,000.00. This vendor is contracted to perform these services under the HGACBuy Cooperative Purchasing Program Contract TP07-17.

Funds will be available from Line Item 20531-57685 I and I mitigation and Control.

Respectfully,

Rawle Dummett
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD Town of Waterford WATERFORD, CT 06385

October 18, 2022

Mr. Rob Brule, First Selectman
Town of Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

RE: Request to accept HGAC Buy Cooperative Purchasing Program Bid # TP07-18 Trenchless Pipeline Rehabilitation Services.

Dear Mr. Brule,

The Utility Commission currently possess $310,985.86 in L.I. #20531-57685, Inflow and Infiltration Mitigation and Control.

Our staff routinely conducts sewer system evaluation surveys to identify deficiencies within the sewer infrastructure. These deficiencies allow unwanted ground and surface waters to enter our wastewater collection system resulting in higher treatment costs. Our goal is to correct as many of these deficiencies as possible and within a timely manner. Sporadically, we have conducted robotic trenchless technology to correct pipeline and manhole structure deficiencies utilizing the services of our on-call contractor. This on-call process limits our corrective repair threshold not to exceed $25,000.00

Procuring the aforementioned cooperative bid program will allow us to address more deficiencies in a timelier manner, while maintaining the assurance that the procurement process has been awarded by virtue of a public competitive procurement process.

The Utility Commission respectfully request the Board of Selectman to accept HGAC Buy Bid # TP07-18, Trenchless Pipeline Rehabilitation Services, Vortex Services LLC. Not to exceed $100,000.00

Respectfully submitted for your consideration,

James A. Bartelli,

Director
Utility Commission

Cc: Kim Allen – Director of Finance
Rawle Dummett – Purchasing Agent
Utility Commission

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

Aggregate limit of at least two times the Single Occurrence limit.
Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and VacVision Environmental, LLC, hereinafter referred to as the Contractor, having its principal place of business at 10200 U.S. Highway 92 East, Tampa, FL 33610.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

VacVision Environmental, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/14/2018

H-GAC

DocuSigned by:

Signature
82EC270D5D81423...

Name Chuck Wemple

Title Executive Director

Date 6/13/2018

A73	EA	GPS Survey of Manholes & Cleanouts	400.00
A74	EA	Heavy Debris Removal - MAN ENTRY	250.00
A75	EA	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	500.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	1000.00
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00
B2	LF	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	430.00
B3	LF	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	460.00
B4	LF	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B5	LF	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	678.00
B6	LF	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B7	LF	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B8	LF	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B9	LF	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1075.00
B10	LF	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B11	LF	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B12	LF	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B13	LF	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B14	LF	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B15	SF	NON ROUND SEWER PIPE	55.00
B16	LF	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	405.00
B17	LF	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	430.00
B18	LF	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	460.00
B19	LF	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B20	LF	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	678.00
B21	LF	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B22	LF	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B23	LF	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B24	LF	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	1075.00
B25	LF	90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B26	LF	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B27	LF	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B28	LF	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B29	LF	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B30	SF	EACH ADDITIONAL .5" Thickness	15.00
B31	SF(of WWF)	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	15.00
B32	LF(of Rebar)	REINFORCEMENT WITH REBAR- #3	10.00
B33	LF(of Rebar)	REINFORCEMENT WITH REBAR- #4	20.00
B34	LF(of Rebar)	REINFORCEMENT WITH REBAR- #8	40.00
B35	GALLON	INFILTRATION CONTROL- CHEMICAL GROUT	100.00
B36	PAIL	INFILTRATION CONTROL- QUAD-PLUG	50.00
B37	CF	REBUILD INVERT	75.00
B38	LF	JOINT PREPARATION	20.00
B39	SF	ANTIMICROBIAL APPLICATION	5.00
B40	CY	CHANNEL EXCAVATION	50.00
B41	CY	DEBRIS REMOVAL	65.00
B42	AC	CLEARING AND GRUBBING	4500.00
B43	EACH	TREE REMOVAL (6" – 12")	1500.00
B44	EACH	TREE REMOVAL (13" – 23")	3000.00
B45	EACH	TREE REMOVAL (> 24")	5000.00
B46	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	1200.00
B47	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm STEAM / WATER CURE	36.80
C2	LF	8" x 6.0mm STEAM WATER CURE	34.96
C3	LF	10" x 6.0mm STEAM /WATER CURE	38.64
C4	LF	12" x 6.0mm STEAM /WATER CURE	53.36
C5	LF	15" x 7.5mm STEAM /WATER CURE	64.40
C6	LF	18" x 9.0mm STEAM/WATER CURE	78.20
C7	LF	21" x 9.0mm STEAM/WATER CURE	105.80
C8	LF	24" x 10.5mm STEAM/WATER CURE	128.80
C9	LF	27" x 10.5mm STEAM /WATER CURE	147.20
C10	LF	30" x 12.0mm STEAM /WATER CURE	174.80
C11	LF	33" x 12.0mm STEAM /WATER CURE	207.00
C12	LF	36" x 12.0mm STEAM /WATER CURE	230.00
C13	LF	42" x 13.5mm STEAM/WATER CURE	257.60
C14	LF	48" x 15.0mm STEAM /WATER CURE	432.40
C15	LF	54" x 18.0mm STEAM/WATER CURE	552.00
C16	LF	60" x 22.5mm STEAM /WATER CURE	650.00
C17	LF	6" & 8" Additional 1.5mm	0.92
C18	LF	10" & 12" Additional 1.5mm	4.60
C19	LF	15" & 18" Additional 1.5mm	13.80
C20	LF	21" & 24" Additional 1.5mm	23.00
C21	LF	27" Additional 1.5mm	27.60
C22	LF	30" Additional 1.5mm	32.20
C23	EA	33" Additional 1.5mm	36.80
C24	EA	36" Additional 1.5mm	41.40

D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	4000.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	6500.00
E. Pipe Bursting Rehabilitation for Water Lines			
E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	65.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	80.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	95.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	115.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	135.00
E6	LF	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	165.00
E7	EA	6" Flow Stop	6500.00
E8	EA	8" Flow Stop	7200.00
E9	EA	10" Flow Stop	8800.00
E10	EA	12" Flow Stop	10500.00
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	1000.00
E12	EA	1" Service Tap, Install on 4"-8" Waterline	1200.00
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	1450.00
E14	EA	2" Service Tap, Install on 4"-8" Waterline	2000.00
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	1000.00
E16	EA	1" Service Tap, Install on 10"-12" Waterline	1200.00
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	1450.00
E18	EA	2" Service Tap, Install on 10"-12" Waterline	2000.00
E19	EA	Install 4"-8" tee, to any size	3600.00
E20	EA	Install 10"-12" tee, to any size	4800.00
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	2750.00
E22	EA	Install 10"-12" wet connection, to any size	6000.00
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	305.00
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	595.00
E25	CY	Annual and void space grouting	200.00
E26	EA	Install 1" Corporation Stop with Valve Box	400.00
E27	EA	Install 2" Corporation Stop with Valve Box	700.00
E28	EA	Install 4" gate valve & box	600.00
E29	EA	Install 6" gate valve & box	800.00
E30	EA	Install 8" gate valve & box	1200.00
E31	EA	Install 12" gate valve & box	2200.00
E32	EA	Install 8"x2" service saddle	900.00
E33	EA	Install 12"x1" service saddle	1200.00
E34	EA	Install 12"x2" service saddle	1300.00
E35	EA	Connect new 1" water line w/existing 1" water line	400.00
E36	EA	Connect new 2" water line w/existing 2" water line	500.00
E37	EA	Connect new 4" water line w/existing 4" water line	600.00
E38	EA	Connect new 6" water line w/existing 6" water line	700.00
E39	EA	Connect new 8" water line w/existing 8" water line	800.00
E40	EA	Connect new 12" water line w/existing 12" water line	1000.00
E41	EA	Install 3/4 inch service connections	525.00
E42	EA	Remove and dispose of existing fire hydrant	500.00
E43	EA	Salvage existing fire hydrant and re-install in new location	3200.00
E44	TON	Repair pavement with cold mix asphalt	150.00
E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	535.00
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	625.00
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	4500.00
F. Slip-lining With HDPE or FRP Rehabilitation			
F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	322.00

G44	EA	All Sizes Installation of Manhole Chimney Seal	552.00
G45	EA	New manhole frame and cover-24"	850.00
G46	EA	New manhole frame and cover-32"	1500.00
G47	EA	Premium manhole frame and cover (I.e. CertainTeed PAM locking units etc.)-24"	1600.00
G48	EA	Premium manhole frame and cover (I.e. CertainTeed PAM locking units etc.)-32"	1920.00
G49	EA	Adjust manhole frame and cover up to 1 Ft	950.00
G50	VF	Adjust manhole frame and cover over 1 Ft	500.00
G51	EACH	Invert Installation, 4' Dia.	1400.00
G52	EACH	Invert Installation, 5' Dia.	1500.00
G53	EACH	Invert Installation, 6' Dia.	1700.00
G54	SF	Invert Installation, Other Configurations	2500.00
H. Excavation and Associated Items.			
H1	EA	6" - 8" Point repair (0'- 8' deep)	4830.00
H2	EA	6" - 8" Point repair (8'- 12' deep)	5520.00
H3	EA	6" - 8" Point repair (12'-16' deep)	10350.00
H4	EA	10" - 12" Point repair (0'- 8' deep)	5060.00
H5	EA	10" - 12" Point repair (8'- 12' deep)	5750.00
H6	EA	10" - 12" Point repair (12'-16' deep)	11500.00
H7	EA	15" - 18" Point repair (0'-8' deep)	6900.00
H8	EA	15" - 18" Point repair (8'-12' deep)	8050.00
H9	EA	15" - 18" Point repair (12'-16' deep)	13800.00
H10	EA	21" - 24" Point repair (0'-8' deep)	13800.00
H11	EA	21" - 24" Point repair (8'-12' deep)	16100.00
H12	EA	21" - 24" Point repair (12'-16' deep)	20700.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	89.70
H14	LF	10" - 12" Point repair extra length over 10 linear feet	89.70
H15	LF	15" - 18" Point repair extra length over 10 linear feet	138.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	207.00
H17	EA	Obstruction Removal (0'- 12' deep)	3450.00
H18	EA	Obstruction Removal (12'- 15' deep)	5750.00
H19	EA	External reconnect (0'- 8' deep) up to 5 linear feet	1265.00
H20	EA	External reconnect (8'- 12' deep) up to 5 linear feet	1725.00
H21	EA	External reconnect (12'- 16' deep) up to 5 linear feet	4025.00
H22	EA	External reconnect (16-20' deep) up to 5 linear feet	9775.00
H23	EA	External reconnect (over 20' deep) up to 5 linear feet	14375.00
H24	LF	Extra length service connection over 5 linear feet	127.00
H25	EA	Remove and replace or install cleanout	1840.00
H26	LF	New pipe installation by open cut 6" - 8" (0'- 8' deep)	75.00
H27	LF	New pipe installation by open cut 6" - 8" (8'- 12' deep)	80.00
H28	LF	New pipe installation by open cut 6" - 8" (12'-16' deep)	105.00
H29	LF	New pipe installation by open cut 10" - 12" (0'- 8' deep)	79.00
H30	LF	New pipe installation by open cut 10" - 12" (8'- 12' deep)	86.00
H31	LF	New pipe installation by open cut 10" - 12" (12'-16' deep)	115.00
H32	LF	New pipe installation by open cut 15" - 18" (0'-8' deep)	125.00
H33	LF	New pipe installation by open cut 15" - 18" (8'-12' deep)	145.00
H34	LF	New pipe installation by open cut 15" - 18" (12'-16' deep)	165.00
H35	LF	New pipe installation by open cut 21" - 24" (0'-8' deep)	145.00
H36	LF	New pipe installation by open cut 21" - 24" (8'-12' deep)	165.00
H37	LF	New pipe installation by open cut 21" - 24" (12'-16' deep)	185.00
H38	EA	Mobilization for open cut WO under 200' of pipe	2500.00
H39	EA	Connection to existing manhole for open cut intallation	2000.00
H40	EA	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	3500.00
H41	EA	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	3640.00
H42	EA	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	3780.00
H43	EA	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	4060.00
H44	EA	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	4340.00
H45	EA	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	4760.00
H46	EA	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	5320.00
H47	EA	Access Pit (0'-8' deep)	2875.00
H48	EA	Access Pit (8'-12' deep)	4025.00
H49	EA	Access Pit (12'-16' deep)	7475.00
H50	EA	Access Pit (16'-20' deep)	9775.00
H51	EA	Access Pit (over 20' deep)	15000.00
H52	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	2300.00
H53	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	2875.00
H54	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	4025.00
H55	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	7475.00
H56	LF	Trench safety (0-8' deep)	5.75
H57	LF	Trench safety (8-12' deep)	9.00
H58	LF	Trench safety (12-16' deep)	20.00
H59	LF	Trench safety (16-20' deep)	35.00
H60	LF	Trench safety over 20' deep)	100.00
H61	EA	Install New 4' DIA precast manhole 0' - 6' deep	5980.00
H62	VF	Extra depth 4' DIA precast manhole over 6' deep	633.00
H63	EA	Install New 5' DIA precast manhole 0' - 6' deep	7820.00
H64	VF	Extra depth 5' DIA precast manhole over 6' deep	863.00
H65	EA	Install New 6' DIA precast manhole 0' - 6' deep	11270.00
H66	VF	Extra depth 6' DIA precast manhole over 6' deep	1214.00
H67	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	6325.00

J26	DAY	PUMP 6" VAC ASSIST - DIESEL	163.00
J27	DAY	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	191.00
J28	DAY	PUMP 8" VENTURI PRIME - DIESEL	258.00
J29	DAY	PUMP 8" SUPER VENTURI PRIME - DIESEL	258.00
J30	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	258.00
J31	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	450.00
J32	DAY	PUMP 12" VENTURI PRIME - DIESEL	430.00
J33	DAY	PUMP 12" VAC ASSIST - DIESEL	430.00
J34	DAY	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	600.00
J35	DAY	PUMP 12" SUPERVAC ASSIST - DIESEL	430.00
J36	DAY	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	600.00
J37	DAY	PUMP 14" VAC ASSIST - DIESEL	758.00
J38	DAY	PUMP 18" VAC ASSIST - DIESEL	1225.00
J39	DAY	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	875.00
J40	DAY	PUMP 10X8 VAC ASSIST - DIESEL	438.00
J41	DAY	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	625.00
J42	DAY	PUMP 1" TO 1.5" AOD - POLY	67.00
J43	DAY	PUMP 2" AOD - ALUMINUM	47.00
J44	DAY	PUMP 2" AOD - STAINLESS	95.00
J45	DAY	PUMP 2" AOD - POLY	116.00
J46	DAY	PUMP 3" AOD - ALUMINUM	53.00
J47	DAY	PUMP 3" AOD - STAINLESS	116.00
J48	DAY	PUMP 2" TRASH	75.00
J49	DAY	PUMP 3" TRASH	106.00
J50	DAY	PUMP 4" TRASH	147.00
J51	DAY	PUMP 4" HYDRAULIC HEAD - VORTEX	125.00
J52	DAY	4" HYDRAULIC PUMP HEAD - CAST IRON	125.00
J53	DAY	4" HYDRAULIC PUMP HEAD - SLUDGE	125.00
J54	DAY	6" HYDRAULIC PUMP HEAD - CAST IRON	150.00
J55	DAY	6" HYDRAULIC PUMP HEAD - STAINLESS	150.00
J56	DAY	6" HYDRAULIC PUMP HEAD - SLUDGE	150.00
J57	DAY	8" HYDRAULIC PUMP HEAD - CAST IRON	188.00
J58	DAY	12" HYDRAULIC PUMP HEAD - CAST IRON	250.00
J59	DAY	25HP HYDRAULIC POWER UNIT	188.00
J60	DAY	65HP HYDRAULIC POWER UNIT	250.00
J61	DAY	150HP HYDRAULIC POWER UNIT	584.00
J62	DAY	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	250.00
J63	DAY	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	375.00
J64	DAY	GATE VALVE 6" AND UNDER STAINLESS STEEL	20.00
J65	DAY	GATE VALVE 8"	19.00
J66	DAY	GATE VALVE 8" STAINLESS STEEL	38.00
J67	DAY	GATE VALVE 12"	7.00
J68	DAY	GATE VALVE 12" STAINLESS STEEL	28.00
J69	DAY	GATE VALVE 14"	20.00
J70	DAY	18" KNIFE GATE VALVE	185.00
J71	DAY	GATE VALVE 12"	7.00
J72	DAY	4" CHECK VALVE	16.00
J73	DAY	12" CHECK VALVE	47.00
J74	DAY	STANDALONE PUMP MANIFOLD	188.00
J75	DAY	HOSE 2X20 PVC SUCTION - CAMLOCK	12.00
J76	DAY	HOSE 2X20 RUBBER SUCTION - CAMLOCK	12.00
J77	DAY	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	12.00
J78	DAY	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	9.00
J79	DAY	HOSE 3X20 PVC SUCTION - CAMLOCK	33.00
J80	DAY	HOSE 3X20 TANK TRUCK - CAMLOCK	33.00
J81	DAY	HOSE 3X20 RUBBER SUCTION - CAMLOCK	33.00
J82	DAY	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	10.00
J83	DAY	HOSE 4X10 RUBBER SUCTION - QC	19.00
J84	DAY	HOSE 4X20 PVC SUCTION - CAMLOCK	14.00
J85	DAY	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	24.00
J86	DAY	HOSE 4X20 OSD - FLANGED	31.00
J87	DAY	HOSE 4X20 TANK TRUCK - FLANGED	31.00
J88	DAY	HOSE 4X20 TANK TRUCK - CAMLOCK	24.00
J89	DAY	HOSE 4X20 RUBBER SUCTION - CAMLOCK	24.00
J90	DAY	HOSE 4X20 RUBBER SUCTION - QC	24.00
J91	DAY	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	24.00
J92	DAY	HOSE 4X50 LAYFLAT DISCHARGE - QC	24.00
J93	DAY	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	24.00
J94	DAY	HOSE 6X10 RUBBER SUCTION - CAMLOCK	24.00
J95	DAY	HOSE 6X10 RUBBER SUCTION - QC	24.00
J96	DAY	HOSE 6X20 PVC SUCTION - CAMLOCK	24.00
J97	DAY	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	44.00
J98	DAY	HOSE 6X20 KANAFLEX SUCTION - QC	44.00
J99	DAY	HOSE 6X20 COMPOSITE OSD - FLANGED	44.00
J100	DAY	HOSE 6X20 OSD - FLANGED	44.00
J101	DAY	HOSE 6X20 TANK TRUCK - CAMLOCK	44.00
J102	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK	44.00
J103	DAY	HOSE 6X20 RUBBER SUCTION - QC	44.00
J104	DAY	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	44.00
J105	DAY	HOSE 6X50 LAYFLAT DISCHARGE - QC	44.00

J186	DAY	10" PIPE PLUG	24.00
J187	DAY	12" PIPE PLUG	27.00
J188	DAY	36" - 60" PIPE PLUG	297.00
J189	DAY	12" FLNG TEE FLOAT HDPE	7.00
J190	DAY	18 HDPE FLOATING TEE SUCTION	10.00
J191	DAY	18" X 4" SADDLE	19.00
J192	DAY	4" QC 45 BEND	7.00
J193	DAY	4" QC 90 BEND	7.00
J194	DAY	END CAP 6"	7.00
J195	DAY	6" QC FLG X SOCKET	5.00
J196	DAY	6" QC TEE	3.00
J197	DAY	6" QC 45 BEND	5.00
J198	DAY	16" HDPE PIPE	3.00
J199	DAY	6" QC 90 BEND	5.00
J200	DAY	8" QC FLG X SOCKET	3.00
J201	DAY	8X12 QC ENLARGER	5.00
J202	DAY	8"QC MPT X BALL	5.00
J203	DAY	8 X 6 QC REDUCER	5.00
J204	DAY	8" QC STRAINER	7.00
J205	DAY	8" QC TEE	3.00
J206	DAY	8" QC 45 BEND	3.00
J207	DAY	8" QC FLG X BALL	15.00
J208	DAY	8" QC 90 BEND	3.00
J209	DAY	FLOAT SWITCH	9.00
J210	DAY	8 X 20 QCP PIPE DR26	25.00
J211	DAY	12" QC 90	5.00
J212	DAY	12" QC 45	5.00
J213	DAY	FITTING ELBOW 4" 90 DEGREES	7.00
J214	DAY	FITTING ELBOW 8" 90 DEGREES	19.00
J215	DAY	PUMP HYDROSTATIC TEST 10K PSI AIR	43.00
J216	DAY	PUMP HYDROSTATIC TEST 8K PSI	59.00
J217	DAY	HOSE 8' PUMP HYDROSTATIC TEST	73.00
J218	8HR	PUMP WATCH PER 8 HOUR SHIFT	2000.00
J219	HOUR	HYDROSTATIC TESTING OF PIPING	400.00
J220	HOUR	24 HOUR SYSTEM TEST	400.00
J221	DAY	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	2400.00
J222	DAY	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	3000.00
J223	DAY	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4300.00
J224	DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4200.00
J225	DAY	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	5500.00
J226	DAY	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	1500.00

K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems

K1	LF	6" Installation of Pressure Pipe Lining (Potable)	360.00
K2	LF	8" Installation of Pressure Pipe Lining (Potable)	405.00
K3	LF	10" Installation of Pressure Pipe Lining (Potable)	465.00
K4	LF	12" Installation of Pressure Pipe Lining (Potable)	516.00
K5	LF	15" Installation of Pressure Pipe Lining (Potable)	585.00
K6	LF	18" Installation of Pressure Pipe Lining (Potable)	705.00
K7	LF	21" Installation of Pressure Pipe Lining (Potable)	786.00
K8	LF	24" Installation of Pressure Pipe Lining (Potable)	879.00
K9	LF	27" Installation of Pressure Pipe Lining (Potable)	960.00
K10	LF	30" Installation of Pressure Pipe Lining (Potable)	1185.00
K11	LF	33" Installation of Pressure Pipe Lining (Potable)	1380.00
K12	LF	36" Installation of Pressure Pipe Lining (Potable)	1518.00
K13	LF	39" Installation of Pressure Pipe Lining (Potable)	1746.00
K14	LF	42" Installation of Pressure Pipe Lining (Potable)	2070.00
K15	LF	48" Installation of Pressure Pipe Lining (Potable)	2760.00
K16	LF	54" Installation of Pressure Pipe Lining (Potable)	3300.00
K17	LF	6" Reinforced Pressure Pipe Lining (Non-Potable)	270.00
K18	LF	8" Reinforced Pressure Pipe Lining (Non-Potable)	330.00
K19	LF	10" Reinforced Pressure Pipe Lining (Non-Potable)	390.00
K20	LF	12" Reinforced Pressure Pipe Lining (Non-Potable)	450.00
K21	LF	15" Reinforced Pressure Pipe Lining (Non-Potable)	510.00
K22	LF	18" Reinforced Pressure Pipe Lining (Non-Potable)	630.00
K23	LF	21" Reinforced Pressure Pipe Lining (Non-Potable)	696.00
K24	LF	24" Reinforced Pressure Pipe Lining (Non-Potable)	855.00
K25	LF	27" Reinforced Pressure Pipe Lining (Non-Potable)	960.00
K26	LF	30" Reinforced Pressure Pipe Lining (Non-Potable)	1095.00
K27	LF	33" Reinforced Pressure Pipe Lining (Non-Potable)	1290.00
K28	LF	36" Reinforced Pressure Pipe Lining (Non-Potable)	1518.00
K29	LF	39" Reinforced Pressure Pipe Lining (Non-Potable)	1665.00
K30	LF	42" Reinforced Pressure Pipe Lining (Non-Potable)	2010.00
K31	LF	48" Reinforced Pressure Pipe Lining (Non-Potable)	2700.00
K32	LF	54" Reinforced Pressure Pipe Lining (Non-Potable)	3000.00
K33	EA	6" Installation of End Seal	4140.00
K34	EA	8" Installation of End Seal	4140.00
K35	EA	10" Installation of End Seal	4140.00
K36	EA	12" Installation of End Seal	4140.00
K37	EA	15" Installation of End Seal	5520.00

M38	LF	24" Pressure pipe inspection	19.32
M39	LF	27" Pressure pipe inspection	19.32
M40	LF	30" Pressure pipe inspection	19.32
M41	LF	33" Pressure pipe inspection	19.32
M42	LF	36" Pressure pipe inspection	22.08
M43	LF	42" Pressure pipe inspection	22.08
M44	LF	48" Pressure pipe inspection	27.60
M45	LF	54" Pressure pipe inspection	41.40
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	40.00
N. Restoration and Associated Items			
N1	LF	Saw Cutting up to 8" depth	9.00
N2	LF	Saw Cutting over 8" depth	12.00
N3	SY	Repair/Rehab 2" Asphalt pavement	52.00
N4	SY	Repair/Rehab 8" Flex base	46.00
N5	SY	Repair/Rehab 8" Concrete pavement	173.00
N6	SY	Repair/Rehab 6" Concrete driveway	121.00
N7	SY	Repair/Rehab 4" Concrete sidewalk	98.00
N8	LF	Repair/Rehab Concrete curb and gutter	29.00
N9	SY	Sodding	29.00
N10	LF	Repair/Rehab chain link fence with new	25.00
N11	LF	Repair/Rehab wooden fence with new	29.00
N12	CY	TOPSOIL COMPLETE	41.00
N13	CY	SANDING COMPLETE	41.00
N14	CY	MULCH COMPLETE	41.00
N15	LF	STRAW BALE BARRIER	20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	863.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	863.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	575.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	260.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	260.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	288.00
N26	LF	SILT FENCE TYPE A, COMPLETE	12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	8.00
N28	LF	ORANGE BARRIER FENCE	6.00
N29	EACH	HAY BALES COMPLETE	160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	125.00
O. Additional Labor Rates and Traffic Control			
O1	HR	SUPERINTENDENT - REGULAR	35.00
O2	HR	FOREMAN - REGULAR	30.00
O3	HR	LABORER - REGULAR	20.00
O4	HR	TRUCK DRIVER - REGULAR	24.00
O5	HR	UTILITY - REGULAR	20.00
O6	HR	SUPERINTENDENT - OVER TIME	65.00
O7	HR	FOREMAN - OVER TIME	60.00
O8	HR	LABORER - OVER TIME	32.00
O9	HR	TRUCK DRIVER - OVER TIME	42.00
O10	HR	UTILITY - OVERTIME	40.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	3500.00
O12	EA	Traffic Control Plan (per setup)	2500.00
O13	HR	Flagmen	40.00
O14	HR	Uniformed Officers	65.00
O15	EA	SWPPP	2500.00
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	8970.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	8970.00
P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	8970.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	5980.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	4784.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	4784.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	3250.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	4784.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	3250.00
P10	EA	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	8970.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	11960.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	3250.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	3250.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	4784.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	4784.00
P16	EA	Travel and Mobilization - Oklahoma	13000.00
P17	EA	Travel and Mobilization - Louisiana	9750.00
P18	EA	Travel and Mobilization - Colorado	20000.00
P19	EA	Travel and Mobilization - Arkansas	20000.00

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE
CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES
Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS
Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER.** Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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

Signed for **Houston-Galveston Area Council,** Houston, Texas:______________________________
Jack Steele, Executive Director
Attest for **Houston-Galveston Area Council,** Houston, Texas:______________________________

Date:________________, 20___

Signed for________________________ ____________________________

Printed Name & Title:____________________________ Date:________________ 20___

Attest for________________________ ____________________________

Printed Name & Title:____________________________ Date:________________, 20___

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS
CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS
CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS
CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE
If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER. H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES
Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

FORM I - MARKETING PLAN	Invitation No.: TP07-18
Offeror Name:	

Bidder shall provide a written narrative explaining in some detail actiities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.

FORM D - Products and Services Offerings (Tab B)

Offeror Name:	
Invitation No.:	**TP07-15 Trenchless Pipeline Rehabilitation Services**

Item	UM	Item Description	Unit Price

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Procurement No.: TP07-18

Title: Trenchless Pipeline Rehabilitation Services

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:	
Title:	Date:

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below.   ☐ Offeror is not a HUB.

Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.   ☐ No Subcontractors will be used.

HGACBuy
THE SMART PURCHASING SOLUTION

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: TP07-18

Title: Trenchless Pipeline Rehabilitation Services

This Section contains the following **H-GAC** *FORMS*.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form I:	Marketing Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
HB 89	Prohibition on Contracts with Companies Boycotting Israel

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

11. PAST PERFORMANCE

An evaluation will be conducted of the Bidder's previous contract performance as an HGACBuy contractor based on the performance measured listed below. **Maximum score is 25 points.** Those with no history will receive the maximum 25 points for this scoring component.

PERFORMANCE MEASURES
Timely response to request for information and/or request for quotes/pricing (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A 48e)
Timely delivery of product or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/service (Sec A, 25d, 44f)
Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)
Timely payment of order processing charge (Sec A, 44g, 44h)

12. PROPOSAL EVALUATIONS

Proposals will be evaluated and scored relative to the criteria described below. These criteria are not meant to be exhaustive, and HGACBuy reserves the right to use information obtained from other sources in the evaluation. A minimum score of 70 is needed to be considered for contract recommendation, but does not guarantee award of any contract. Interpretation of information and awarding of points will be at HGACBuy sole discretion and determination.

Criteria Scoring Table	
Response Category	**Possible Points**
A. Proposer Identification / HUB Status / Checklist	**5**
B. Product and Services Offerings (Pricing)	**25**
C. Qualifications and Background	**15**
D. Service Capabilities	**15**
E. Reporting Capabilities	**5**
F. Marketing Plan	**5**
G. End User Service Agreements	**5**
Past Performance	**25**
Total Points:	**100**

13. CONTRACT PERIOD

The initial contract term will be **36 months.** Any contract may be extended by mutual agreement of **H-GAC / HGACBuy** and the **Contractor**.

14. CONTRACT AWARDS

One or more contracts may be recommended in each of the listed **H-GAC** Product Categories, at **H-GAC's** sole discretion. Offerings made by a single Proposer in more than on Category will be considered separately. On approval of an award recommendation by the **H-GAC** Board, a contract may be offered to the recommended awardee(s). If the parties are unable to come to an agreement on the contract, **H-GAC** may withdraw the offer at **H-GAC's** sole discretion.

TAB – B. Product and Services Offerings.

Place the completed **Forms D & E** behind this TAB as required. Contractor shall use the subject Forms to price the products and services they intend to provide to End Users thru an HGACBuy contract. Proposer shall identify each Service Category (A, B....P) on **Form D** and list the products and services along with its associated pricing. Contractor shall follow the format shown in the Form D example below when quoting their products and services.

a. **Form D** Pricing – Contractor must provide the following information:
- Service Category (A, B ....P).
- Item No. (i.e. A1, B2, etc.). The first character will be determined by the Service Category (A, B etc.), the second will be the item no. listed/quoted under this category (1, 2, 3 etc) which will depend on how many products/services the proposer quotes.
- Unit of Measure (UM) - LF, EA, CUFT, LB etc.
- Item Description – Describe the product or service being quoted.
- Price – Price quoted shall be the installed cost (where applicable). In categories such as Horizontal Directional Drilling, pipe costs are not included but must be noted in the item description provided on **Form D**.

b. **Form E** is included in the bid package to allow pricing of those options offered by the contractor that may not fit into a particular Service Category.

FORM D (Example) - Products and Services Offerings (Tab B)			
Offeror Name:			
Invitation No.:	**TP07-13 Trenchless Pipeline Rehabilitation Services**		
Item	**UM**	**Item Description**	**Unit Price**
A. Clean/TV Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	
A2	LF	6" Clean and TV storm sewer	
A3	LF	6" - 12" Post TV Inspection After Rehabilitation	
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" Storm Pipe - Ecocast Rehabilitation - 1.5" Thickness	
B2	EACH	Tree Removal (6" – 12")	
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm	
C2	EA	Internal reconnects on Cured-in-place pipe	
I. Horizontal Directional Drilling (HDD)			
I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand conditions (pipe cost excluded)	
O. Additional Labor Rates and Traffic Control			
O1	HR	Foreman - Regular	
O2	HR	Laborer - Regular	
P. Crew Travel &Mobilization			
P1	EA	Travel and Mobilization- Texas (Houston)	
P2	EA	Travel and Mobilization- Texas (San Antonio)	
P3	EA	Travel and Mobilization - Oklahoma	

Note: Contractor shall address any additional fee's, costs and charges that may be associated with any typical service agreement. There should be no hidden costs associated with any service agreement.

Contractor or Vendor and any and all sub-contractor(s) shall comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to any procurement.

Form D & E pricing should be provided in an **Excel Format** on CD's, thumb-drives, flash-drives, etc. Products and services not listed in the response may **not** be added to a contract at a later date. Contractors are encouraged to provide a thorough price list of the products and services they would like to make available to

Thermo Cured Product: When using the CIPP pipeline rehabilitation method, the resin impregnated flexible tube is cured by circulating hot water or steam within the tube to create a continuous and tight-fitting tube within the original pipe.
ASTM D790 – Test methods for flexural properties of unreinforced plastics.

5. SERVICE CATEGORIES

As part of the Service Specifications it shall always be certain, that the Contractor/Vendor and its Sub-contractors shall maintain ALL necessary and required local, state and federal licenses, insurance requirements, permits and will also adhere to all local, state and federal ordinances, rules, regulations and programs utilizing the best known practices, processes and equipment. The Contractor/Vendors and its Sub-contractors shall be responsible for any and all proper traffic warning devices, to protect the specific job site and to prevent accidents or personal injury to the public. They shall pay special attention to those laws that pertain to the handling, transportation and use of any hazardous materials, and disposal of all pesticide containers.

It shall also be noted that the Contractor/Vendor must supply the End User/Member with a copy of all necessary and required local, state and federal licenses, insurances and permits prior to performing any work. The Contractor/Vendor shall also be responsible for any damage to private or public property and make repairs immediately. If services provided must conform to American National Standards Institute (ANSI), American Society of Testing Materials (ASTM) or any other industry standard, the Vendor/Contractor must adhere to the latest standards applicable and provide certifications to End User/Member if so required.

This Proposal is divided into separate but related Service Categories, for ease of evaluation and proposal responses. Proposer is advised to offer a wide array, or offerings of products/services for the service category bid. When submitting a response, Proposer may choose to give a response on any of the categories or all. No additional weighted value will be given to a proposer who responds to more than one or all categories listed. Proposer shall provide in its Proposal, detailed descriptions and specifications of each service its company plans on proposing.

Service Categories

The H-GAC Service Categories covered by this Invitation include:

- **A. Clean/TV & Evaluation for Gravity Pipelines**
- **B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines**
- **C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines**
- **D. Pipe Bursting Rehabilitation for Sewer Lines**
- **E. Pipe Bursting Rehabilitation for Water Lines**
- **F. Slip-lining with HDPE or FRP Rehabilitation**
- **G. Manhole and Structure Rehabilitation**
- **H. Excavation and Associated Items**
- **I. Horizontal Directional Drilling (HDD)**
- **J. Bypass Pumping for Gravity Pipe and Associated Items**
- **K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems**
- **L. Pressure Pipeline Bypass**
- **M. Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning**
- **N. Restoration and Associated Items**
- **O. Additional Labor Rates and Traffic Control**
- **P. Crew Travel & Mobilization**

6. H-GAC ORDER PROCESSING CHARGE

As described in Section A (Sub-section 22), for each purchase order processed under an awarded contract, **H-GAC** will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied.

Note: It is the Offerors responsibility to take this into consideration when preparing the Response, building this Charge into the pricing accordingly.

SECTION B – PRODUCT SPECIFIC REQUIREMENTS
For
Trenchless Pipeline Rehabilitation Services

Table of Contents

1. BACKGROUND AND PURPOSE

HGACBuy is a nationwide governmental Cooperative Purchasing Program that establishes blanket contracts, for a variety of goods and services, for the use of its Membership of more than 5400 local governments, districts, agencies, authorities and not-for-profit corporations in Texas and 49 other states. The Program is funded solely by a small "Order Processing Charge" levied on the contractor.

HGACBuy Members, have the potential need, for a wide variety of Trenchless Pipeline Rehabilitation Services. **HGACBuy** is soliciting proposals from responsible corporate entities who can furnish a listing or catalog of services and/or covered products pertaining to the reconstruction, rehabilitation or cleaning of pipelines, tubes, conduits or culverts by a means of Trenchless technology. Related items, products and services shall also be submitted and priced accordingly.

End Users would contact the awarded **HGACBuy** Contractor and execute a specific purchase order or 'End User Agreement' detailing the services and/or equipment plus charges that apply to that particular agreement. In any case, such specific order/agreement would be based on the terms and conditions of this Invitation and any subsequently executed contract between **H-GAC** and the Contractor. **HGACBuy** makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or related services will be procured through the contract.

2. INTRODUCTION & SCOPE

This Request for Proposal (RFP) is issued for the purpose of selecting qualified Trenchless Pipeline Rehabilitation Service providers and to make such products and services available to HGACBuy Members, which currently includes over 6,000 members and related associated members nationwide. The **Section B**, of this RFP, details specific HGACBuy minimum requirements and other specifications applicable to Trenchless Pipeline Rehabilitation Services covered by this Invitation. The features and performance of any offering must meet or exceed all requirements and specifications listed or referenced herein. For any required feature stated in general terms, it is understood that OEM standard shall meet the requirement.

❖ Proposers are requested to submit a proposal and offer their total line of available services and products that

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.

2. Appropriate identification of the procurement being questioned.

3. A precise statement of reasons for the protest.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor's H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User, Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests <u>MUST</u> be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** <u>actual</u> <u>costs</u> have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may

e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC.**

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

   1st The contract document signed by **H-GAC** and **Offeror**.
   2nd This Invitation and all specifications referenced herein.
   3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC.**

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant..

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

<u>Non-Collusive Response</u>

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain.**

1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC.**

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:
You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing
Sealed Bid/Proposal No. **TP07-18**
DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

AMENDMENT No. 1 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

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

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
B2EC270D5D61423...
Chuck Wemple, Executive Director

Date: 6/3/2021

Signed for: **Vortex Services, LLC**

DocuSigned by:
Nicholas Banchetti
86D788C9CC8D478...

Printed Name & Title: Nicholas Banchetti COO

Date: 6/2/2021

Robert Brule

From: cfrost kentfrost.com <cfrost@kentfrost.com>
Sent: Friday, October 21, 2022 8:45 AM
To: Robert Brule
Cc: Abby Piersall
Subject: RE: Town Center Pickle Ball
Attachments: 20221020_Pickleball Concept Plan.pdf

Rob,
Per our call yesterday. Attached is the initial concept plan for the pickleball courts. We added some quick color to improve the legibility. We shifted the courts slightly to the east so that a future 5th court could be added on the west side – when/if needed. We're showing a 15'x25' pavilion on the eastern side to serve as a gathering place for players just before/after their time slots. We know when the courts are busy, there is almost always a backlog of players waiting to play – so this gives them a place to arrive, change shoes, gear up and be ready to take the court when their time slot opens.
We added benches along the southern edge for spectating – as discussed it will be the shadier side, and provide viewing north – looking away from the sun.
Lights – I do think we should discuss the possibility of installing them at the onset. It does increase the initial cost – but they significantly expand the playability. In addition, during the really hot days of summer – it's nice to play in the evening when it's cooling off. The "optimum" way to light the courts is from the side of each court. It would be very difficult and expensive to properly light them after the fact. So, it's something that should be further discussed.
When this moves forward, we will also need to look at stormwater impacts as it is a decent amount of paved space. We could potentially look at a rain garden to handle the initial flush, with an overflow that would go into the stormwater drainage system for the Town Hall complex. Just putting it out there, because it is something we will have to deal with.
Let me know if you have any questions.

Thanks,
-Chad

From: Robert Brule <rbrule@waterfordct.org>
Sent: Friday, October 14, 2022 1:58 PM
To: cfrost kentfrost.com <cfrost@kentfrost.com>
Cc: Abby Piersall <apiersall@waterfordct.org>
Subject: Town Center Pickle Ball

Please give me a call! Thank you! 860-460-7157

Rob Brule
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

rbrule@waterfordct.org
Phone: 860-444-5834
Fax: 860-444-0273

Town of Waterford CONNECTICUT

#7

Finance Department

Memo

October 20, 2022

Re: <u>**Bid Waiver-Utility Billing Software System**</u>

Mr. Brule:

The Purchasing Agent, on behalf of the Utility Commission, respectfully seeks a Bid Waiver to purchase Utility Billing Software System provided by **inHance** not to exceed $130,000.00, in accordance with The Purchasing Ordinance Section 3.08.050. This software system is compatible with existing town wide software applications which enables seamless data integration.

Funds will be available from Line Item 33123-55906 WUC Billing Software.

Respectfully

Rawle Dummett
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD **WATERFORD, CT 06385**

October 4, 2022

Mr. Rob Brule, First Selectman
Town of Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

Dear Mr. Brule,

The Utility Commission currently possess funding in the amount of $130,000.00 within L.I.# 33123-55906 for the purpose of purchasing a new Utility Billing Software System. Over the past year, the Utility Commission staff has conducted interviews and solicited demonstrations with three utility billing software vendors.

The vendor of choice is inHance, a Harris software company. This software will allow the Utility Commission to bill and disburse payments in the same manner as property taxes, it also integrates with the City of New London's water billing database. This is an important benefit, as we bill our ratepayers based on the City's water meter readings. This software will provide a seamless data conversion from the City's database and reduce the need to maintain multiple databases and exceptions reports. InHance collaborates with iCloud services, a web portal payment service that other town departments currently utilize, thus allowing taxpayers and ratepayers to conveniently utilize the same payment service. Our GIS and CCTV software systems, ESRI and Granite, also fully intergrade with inHance.

The Town's Director of I.T. has reviewed this product, communicated with the vendor and found the product to be compliant with town I.T. Standards.

The Utility Commission respectfully request the Board of Selectmen to waive the bid process and accept the attached Utility Billing Software proposal from InHance.

Respectfully,

James A. Bartelli,

Director
Utility Commission

Cc: Utility Commission

Master Agreement

Software License, Services, Support and Maintenance Agreement

THIS SOFTWARE LICENSE, SERVICES, SUPPORT AND MAINTENANCE AGREEMENT (the "Agreement") made as of the 22nd day of August ,2022 (the "Effective Date").

BETWEEN: **inHANCE Utilities** ("inHANCE"), a Division of N. Harris Computer Corporation

- and -

Town of Waterford ("Organization")

WHEREAS, inHANCE wishes to grant the Organization a license to utilize certain Software; to provide certain Services related to said Software; and to enter into an agreement for the Support and Maintenance of said Software; and

WHEREAS, the Organization wishes to acquire a license to utilize the Software; to obtain Services related to said Software; to acquire ongoing Support and Maintenance for said Software;

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I: INTERPRETATION

Section 1.1 <u>**Definitions**</u>

1.1.1 "**Annual Subscription Fees**" means any annual subscription fees for Software licensed on a subscription basis as set out in Schedule "A" to this Agreement.

1.1.2 "**Completion of Services**" means that the Software is operational and performing in conformity with the specifications set out herein. Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software in the production environment.

1.1.3 "**Concurrent Users**" means the total number of Users who can access the Software at any one time as detailed in Schedule "A," and further described in Article II.

1.1.4 "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

1.1.5 **"Confidential Information"** means the Software and all information or material that either party treats as confidential which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third-party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of inHANCE shall include, without limitation, the any Services, the Managed Services, and any information with respect to any Services that inHANCE or its third-party service provider may provide to Organization from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by inHANCE relating to its facilities, computer systems and product. Confidential Information does not include any Customer Data or Data.

1.1.6 **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

1.1.7 **"License"** means the license rights granted to the Organization pursuant to Article II hereof and may include a Concurrent User License and/or a Site License.

1.1.8 **"Release"** means an Update and an Upgrade.

1.1.9 **"Site"** means solely at the production environment described in Schedule "A".

1.1.10 **"Site License"** means a license that restricts the Software such that it can reside in one production environment and a reasonable number of non-production environments.

1.1.11 **"Software"** means the software products that are listed in Schedule "A" and includes any Update(s) or Upgrade(s) that have been provided to Organization. Any Third-Party Software is not included in the definition of Software.

1.1.12 **"Third-Party Software"** means the Third-Party Software product licensed to Organization by the applicable licensors as listed in Schedule "A" The terms and any terms and conditions for said Third-Party Software. Future Releases of the Software may require alternate Third-Party Software to be licensed by Organization, which will be subject to a third-party license agreement between Organization and the relevant Third-Party Software licensor. In such case Schedule "A" shall be amended to add any such Third-Party Software and it shall be deemed "Third -Party Software" for the purposes of this Agreement.

1.1.13 **"Update"** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

1.1.14 **"Upgrade"** is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

1.1.15 **"User"** means any employee of Organization or any of Organization's agents who are authorized by inHANCE pursuant to this Agreement to have access to the Software.

Section 1.2 **Currency**

All references to currency in this Agreement and the related Schedules refer to U.S. Dollars.

Section 1.3 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement and are incorporated herein by reference:

- Schedule "A" – Statement of Work ("SOW") with attached
  - Description of Software & Services
  - Service Terms & Conditions
  - Fees & Payment Schedule

ARTICLE II: SOFTWARE LICENSES

Section 2.1 Grant of Licenses

2.1.1 **inHANCE Software is licensed, not sold.** Software under this Agreement may be licensed perpetually or on a subscription basis, as indicated and designated on Schedule "A."

2.1.1.1 **Perpetual Licenses.** For Software licensed to Organization on a perpetual basis, as indicated on Schedule "A," and subject to the terms and conditions of this Agreement, including without limitation the payment of the License Fees, inHANCE hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format for the number of Concurrent Users specified in Schedule "A" (the "License"). This License does not apply to Third-Party Software, which are licensed pursuant to their terms.

2.1.1.2 **Subscription Licenses.** For Software licensed to Organization on a subscription basis, as indicated in Schedule "A," and subject to the terms and conditions of this Agreement including without limitation the payment of the Subscription Fees on an ongoing basis, inHANCE hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format for the number of Concurrent Users specified in Schedule "A" (the "License"). All Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third-Party Software except as this Subscription Agreement may state otherwise.

2.1.2 Any Software furnished by inHANCE in machine-readable form may be copied in whole or in part by Organization for use on the Organization's platform and operating system environment which is operating the Software ("Designated Computer System"). This environment can be accessed by Users can be from any internal or external computer terminal. To the extent that any temporary files associated with the Software are created during such use on such terminals, those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by inHANCE and all copies thereof made by Organization are and at all times remain the sole property of inHANCE.

2.1.3 Any License granted under this Agreement permits the Organization to: (i) use the Software for its reasonable business purposes including performance testing, disaster recovery, disaster testing, training, archival and backup, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software which may include flow diagrams, system operation schematics, and/or screen shots. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by inHANCE in its sole discretion in advance. The Organization shall defend, indemnify and hold harmless inHANCE from claims arising from

(i) all of the actions of and
(ii) any misuse or appropriation of the Software by any independent contractor.

2.1.4 The Organization may duplicate Documentation for permitted uses so long as all required proprietary markings are retained on all duplicated copies.

2.1.5 Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and a reasonable number of non-production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

Organization may purchase additional licenses to use the Software as necessary at inHANCE's then current prices and terms.

2.1.6 As between inHANCE and Organization, inHANCE reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.2 Term

2.2.1 **Term of License of Software.** This Agreement commences on the Effective Date.

2.2.1.1 For any Software License(s) identified on Schedule "A" as perpetually licensed and licensed pursuant to Article 2.1.1.1 is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

2.2.1.2 For any Software identified on Schedule "A" as licensed on a subscription basis and licensed pursuant to Article 2.1.1.2, unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to inHANCE's then-current price structure and any modifications to the terms and conditions of this Agreement made by inHANCE upon written notice to Organization to reflect inHANCE's then current version of this Agreement unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

2.2.2 **Term of Services.** The term for delivery of Services hereunder shall be as set forth in any SOW appended hereto or entered into between the parties hereafter.

2.2.3 **Term of Support and Maintenance.** The initial term for services provided, pursuant to Article IV hereinafter, shall be for one year beginning on the due date, as detailed in the SOW (Schedule "A"). Thereafter, the Support and Maintenance provisions of this Article IV shall automatically renew annually, unless terminated by either party upon giving to the other not less than one twenty (120) days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each such one-year term and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable one-year term. inHANCE shall neither refund any Support and Maintenance Fees nor any Billable Fees if the

Support and Maintenance provisions of this Agreement are terminated. Note: For subscription licenses, the Support and Maintenance Fee may be included in the Annual License Fee, as indicated in Schedule "A".

Section 2.3 Restrictions on Use

2.3.1 Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third-party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for time-sharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to inHANCE for any misuse of the Software.

2.3.2 The Software and related materials supplied by inHANCE are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by inHANCE.

Section 2.4 Ownership of Software and Confidential Information

2.4.1 The Organization acknowledges that the Software contains proprietary information and Confidential Information that is the sole property of inHANCE.

2.4.2 The Organization will take reasonable care to safeguard the Software, and at least the same care as it takes to safeguard its own similar Confidential Information.

Section 2.5 Ownership and Disposition of Documents

2.5.1 The parties agree that no materials or documents are being created for Organization by inHANCE under this Agreement. All materials and documents which were developed or prepared by inHANCE for general use and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of inHANCE.

2.5.2 Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6 Third-Party Software

2.6.1 inHANCE may distribute to Organization the Third-Party Software which is and if described as Third-Party Software in Schedule "A". Organization shall pay for the Third-Party Software through inHANCE in the amount of the purchase price(s) listed along with any License Fees attached to Schedule "A", the SOW. inHANCE and/or the Third-Party Software manufacturer(s) will provide Organization with one copy of the then current user Documentation for use with the Third-Party Software.

2.6.2 It is acknowledged by the parties hereto that any Third-Party Software provided to Organization pursuant to this Agreement was developed and delivered to inHANCE by one or more Third Party software companies. As such, the Third-Party Software is licensed to Organization by the applicable licensor listed in Schedule "A" and subject to the terms and conditions of the applicable license agreement for such Third-Party Software. inHANCE makes no warranties, express or implied, with respect to the Third-Party Software, including, without limitation, their merchantability or fitness for a particular purpose and inHANCE accepts no liability of any kind whatsoever with respect to the Third-Party Software. Any warranty Organization has with respect to the Third-Party Software shall be solely provided by the Third-Party Software licensor.

2.6.3 Organization agrees that it shall not permit any third-party to have access to the Third-Party Software during the term of this Agreement and that the restrictions as set out in Section 2.3 and the confidentiality obligations set out herein shall equally apply to the Third-Party Software, subject to any specific permissions that are provided in the license provided by the third-party licensor to the Organization.

ARTICLE III: SERVICES

Section 3.1 **<u>inHANCE's Professional Services</u>**

Professional Services shall be provided pursuant to the terms of the relevant SOW, attached hereto as Schedule "A".

ARTICLE IV: SUPPORT AND MAINTENANCE

Section 4.1 **<u>Delivery of Support Services</u>**

4.1.1 Method of Delivery. inHANCE shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during inHANCE's standard hours of operation, effective on the date support services fees are due, as detailed in the SOW (Schedule "A"). Such services may be modified at inHANCE's sole discretion. Organization will establish auto remote access procedures compatible with inHANCE's current practices.

4.1.2 Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by inHANCE in providing the services pursuant to this Agreement shall at all times remain with inHANCE, and Organization shall acquire no proprietary rights by virtue of this Agreement.

4.1.3 inHANCE shall have the right to terminate ongoing Support and Maintenance services pursuant to this Agreement immediately if:

i) Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with this Agreement; or

ii) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.1 **<u>Warranty of Performance</u>**

5.1.1 <u>Software Warranty</u>. The Software will substantially perform as described in the Documentation for a period of ninety (90) days from the Completion of Services if the Software is used in accordance with the Documentation, the terms of this Agreement and where the Organization has the Required Programs and the hardware meets the requirements. The Organization's sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

5.1.2 inHANCE warrants that services performed pursuant to this Agreement will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Section 5.2 **<u>Exclusions to Warranty</u>**

inHANCE shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of inHANCE, including:

5.2.1 where the installation, integration, modification or enhancement of the Software was not done by inHANCE or its authorized agent, or where Organization has taken any action which is prohibited by the Documentation or this Agreement;

5.2.2 any use or combination of the Software with any software, equipment or services not supplied by or on behalf of inHANCE;

5.2.3 user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted herein;

5.2.4 Organization's failure to install a new Update necessary to cure an error or bug, for security or legislative compliance purposes or for such other reasons as inHANCE may determine in its sole discretion; or

5.2.5 Any other event of force majeure.

Section 5.3 No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES (INCLUDING ANY HOSTING SERVICES) ARE PROVIDED TO THE ORGANIZATION "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

INHANCE, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. INHANCE DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, INHANCE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD-PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. INHANCE AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF INHANCE.

Section 5.4 Required Programs

5.4.1 The Organization acknowledges that the use of the Software may require that the Organization obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The Organization agrees that the acquisition of the Required Programs (including the cost for future updates) shall be at its sole cost and that the cost thereof is not included in the fees herein.

5.4.2 Organization shall provide no less than one hundred eight (180) days' notice where the Organization anticipates changing any of the Third-Party Software products in use on the Designated Computer System so that inHANCE may assess whether the Software will function with the different software or hardware. Where inHANCE determines that the Software may not function with the alternative software or hardware then any upgrade by Organization to the software or hardware will be at Organization's sole risk. inHANCE and Organization may be required to enter into a Statement of Work document subject to additional fees in order to make this determination.

ARTICLE VI: FEES AND PAYMENT

Section 6.1 **Fees and Payments for Licenses**

6.1.1 For software not purchased on a subscription basis, the Organization agrees to pay inHANCE total License fees detailed in Schedule "A" (the "License Fees"), which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "A". The License is subject to the full payment of the License fees. All payments for License fees are non-refundable.

6.1.2 Except for any aspect of the License Fee which is payable on the Effective Date, during the term of this Agreement, Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "A" to pay inHANCE the applicable License Fee.

6.1.3 Prices are for quoted products only. However, to the extent permissible under governing law and Organization's regulations and practices, this Agreement may function as a cooperative purchasing agreement for future Organization purchases. Pricing for future and additional purchased products or pursuant to any cooperative purchasing agreement will be at inHANCE then-current pricing and not based upon pricing in this Agreement.

Section 6.2 **Fees and Payments for Services and Subscription Licenses**

6.2.1 The Organization agrees to pay inHANCE total fees as delineated in the SOW (Schedule "A"). The fee structure and payment schedule for Services are outlined in the SOW (Schedule "A"). All payments for Services are non-refundable.

6.2.2 Annual Subscription for Subscription Licenses

6.2.2.1 The Organization agrees to pay inHANCE the Annual Subscription Fees, which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule are outlined in the SOW (Schedule "A"). The License is subject to the full payment of the Annual Subscription Fees in accordance with the payment terms set out in SOW (Schedule "A").

6.2.2.2 The Annual Subscription Fee will be billed annually in advance beginning as set forth in the SOW (Schedule "A") and thereafter on the anniversary or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Annual Subscription Fee to its fiscal year or any other period it may request, then inHANCE will issue a prorated invoice for the portion of the year remaining during the initial term. inHANCE may change the Annual Maintenance Fee from time to time in relation to each renewal term, but Organization shall only be billed once per year.

6.2.3 The Organization agrees to reimburse inHANCE for its travel, lodging, per diem and other out of pocket expenses as set out in the attachment to the SOW (Schedule "A").

6.2.4 During the term of this Agreement, inHANCE shall, from time to time, deliver invoices to Organization. Each invoice is due and payable upon receipt.

6.2.5 In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies inHANCE has under this Agreement or otherwise, inHANCE shall have the option to suspend or terminate all Services under this Agreement.

Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any late charges.

6.2.6 inHANCE shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax inHANCE may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in the SOW (Schedule "A") and such sums (including the payment of the taxes) shall be payable upon receipt of invoice. Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. Organization warrants that there are no additional county/city/municipal style taxes that apply to any of the Services, Support Services or Licenses or that are in relation to income taxes payable by inHANCE employees.

6.2.7 Change Orders. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of inHANCE applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

Section 6.3 <u>Fees and Payments for Support and Maintenance</u>

6.3.1 In consideration for the support services provided hereunder, Organization shall pay the "Support and Maintenance Fee" (or, for subscription licenses that include support and maintenance, the "Annual License Fee") as detailed in the SOW (Schedule "A"). All such fees will be billed annually in advance on the due date, as detailed in the SOW (Schedule "A"), and thereafter on the anniversary of this date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, then inHANCE will issue a prorated invoice for the portion of the year remaining during the initial term. inHANCE may change such fees from time to time in relation to each renewal term, but Organization shall only be billed once per year.

6.3.2 In addition to the Support and Maintenance Fee, Organization shall reimburse inHANCE for its direct expenses in providing support services ("Billable Fees") pursuant to this Agreement which include:

(i) its direct travel expenses which are excluded from the total fees amount described in the Statement of Work, including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees;

(ii) courier services, photocopying, faxing and reproduction, all reasonable travel costs (hotel and airfare) including a travel time rate of $75.00 per hour;

(iii) a per diem rate of $70.00 for week days and a $140.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided);

(iv) a mileage charge based on the current U.S. Internal Revenue Service recommended rate per mile, long distance telephone calls; and

(v) all other reasonable expenses incurred in the performance of inHANCE's duties including courier services and documentation copying or production.

inHANCE may update its reimbursement policies and rates related to the Billable Fees from time to time, in which case such updated policies shall apply for purposes of this Agreement, provided that such updated reimbursement policies must generally apply to all clients of inHANCE.

6.3.3 inHANCE shall supply all Upgrades to Organization at no additional charge other than the payment of ongoing fees specified in 6.3.1. Upgrades may require additional services to be performed by inHANCE outside of the scope of those services provided by inHANCE, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the inHANCE then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

6.3.4 All Updates of the Software and all those services listed in the Statement of Work which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the annual fees specified in 6.3.1.

6.3.5 All payments for annual fees specified in 6.3.1 shall be net of any taxes, tariffs or other governmental charges. inHANCE shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax inHANCE may be required to collect or pay upon the sale, use or delivery of support and maintenance services shall be paid by Organization and such sums shall be due and payable to inHANCE upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization.

ARTICLE VII: REMEDIES, LIABILITY AND INDEMNITY

Section 7.1 **<u>Remedies and Liability</u>**

7.1.1 Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done prior to said termination.

7.1.2 The Organization and inHANCE recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of inHANCE arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and inHANCE' liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

(i) BOTH PARTIES AGREE THAT INHANCE'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO INHANCE BY THE ORGANIZATION UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

(ii) IN ADDITION TO THE FOREGOING, INHANCE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ORGANIZATION HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

Section 7.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 7.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of inHANCE arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VIII: GENERAL

Section 8.1 Confidentiality

8.1.1 The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, service providers, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who are bound by non-disclosure obligations at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. All Confidential Information will remain the exclusive property of the owner

8.1.2 Duty Owed to inHANCE: The parties agree that if the Organization breaches any term of Section 2.3 or Section 2.4 then inHANCE shall have the right to terminate this Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 8.2.1.

Section 8.2 Termination

8.2.1 If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to

(i) issue a written notice disputing the alleged default within such thirty (30) day period; or

(ii) to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, this will constitute and "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.

8.2.2 If Organization has failed to pay the license fees in accordance with Article VI, then inHANCE shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to Organization.

8.2.3 Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:

(i) becomes insolvent;

(ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or

(iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

Section 8.3 <u>Procedure on Termination</u>

8.3.1 If this Agreement is terminated prior to the Completion of Services or any Software is licensed on a subscription license, then within thirty (30) days following such termination, the Organization shall either return to inHANCE or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify in writing that all of the Organization's copies of the Software have either been returned to inHANCE or deleted.

8.3.2 If this Agreement is terminated following the Completion of Services and the Software is licensed on a perpetual basis, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.

8.3.3 All warranties related to the Software terminate upon the termination of this Agreement.

Section 8.4 <u>Mediation</u>

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Notwithstanding the foregoing, nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 8.5 <u>Addresses for Notice</u>

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally or mailed by prepaid registered post. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or, if mailed, on the third business day following the date of mailing, and addressed, in the case of inHANCE, to:

INHANCE, a division of N. HARRIS COMPUTER CORPORATION
Address: 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4
Attention: Michael Morales
Phone: (430) 247-5546
Email: mmorales@harriscomputer.com

and in the case of the Organization, to: Town of Waterford
Address: 1000 Hartford Turnpike, Waterford, CT 06385
Attention: Amy Windle
Phone: 860-444-5886
Email: awindle@waterfordct.org

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.5.

Section 8.6 <u>Assignment</u>
Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, and sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Section 8.7 <u>Reorganizations</u>
The Organization acknowledges that the License, Services, and Support Fees set out in this Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to add additional Concurrent Users or sites, inHANCE shall be entitled to receive, and the Organization shall pay, an additional License, Support or other fee based on the then prevailing License, Support and other inHANCE fee schedule in effect. The provisions of this Section 8.7 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.7 shall not apply where the Organization undergoes a Reorganization involving only other organizations that already have a valid License to use the same Software.

Section 8.8 <u>Entire Agreement</u>
This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter. There are no other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of inHANCE by any of its employees or agents, or contained in any sales materials or brochures. This Agreement may not be modified except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by inHANCE, with such provisions being deemed deleted. The parties have both had the opportunity to review this Agreement with counsel, and this Agreement shall not be construed in favor of or against either Party on account of drafting.

Section 8.9 <u>Section Headings</u>

Section and other headings in this Agreement are for reference purposes only and do not describe, interpret, define or limit the scope or extent of any provision hereof.

Section 8.10 Governing Law

This Agreement together with the Policies which are incorporated herein by reference shall be governed by the laws of Ontario, Canada, without reference to the conflicts of law principles thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said State or Province. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

Section 8.11 Trial by Jury

Organization and inHANCE hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or to any acts or omissions of inHANCE in connection to this Agreement.

Section 8.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant. Any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render it valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

Section 8.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under this Agreement or by law despite such forbearance or notice.

Section 8.14 Counterparts

This Agreement may be executed in counterparts (whether by facsimile, via emailed PDF or otherwise), each of which shall constitute an original and all of which shall constitute one Agreement.

Section 8.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary.

Section 8.16 Allocation of Risk

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and inHANCE and set forth an allocation of risk reflected in the fees and payments due hereunder.

Section 8.17 Relationship

The parties are and shall remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between them. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

Section 8.18 Trade Compliance

In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control Organization represents that Organization and the entities that own or control Organization, and the financial institutions used to pay Provider under this Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

Section 8.19 U.S. Government End-Users

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of inHANCE for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to inHANCE or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. Harris Computer Corporation, 1 Antares Drive, Suite 400, Ottawa, ON K2E 8C4.

Section 8.20 Equitable Relief

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to inHANCE arising from a breach or threatened breach of this Agreement and that, accordingly, inHANCE will be entitled to specific performance, injunctive or other equitable relief in addition to monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

Section 8.21 Language

The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

Section 8.22 Force Majeure

No default, delay or failure to perform on the part of inHANCE shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

Section 8.23 Survival

The following sections and articles shall survive the termination or expiration of this Agreement: Article II, Article V, Article VII, and Article VIII and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

inHANCE, a division of
N. HARRIS COMPUTER CORPORATION
Per:____________________________

Name: Andrew Jordan
Title: Senior Vice President

Date: August 22, 2022

Town of Waterford, CT

Per:____________________________

Name: Jim Bartelli
Title: Director

Date: September 19th, 2022

Schedule "A" - Statement of Work ("SOW")

inHANCE

Town of Waterford, Connecticut
Statement of Work (SOW)

Date: September 19, 2022

inHANCE Utilities Solutions
3800 Paluxy Drive, Suite 540
Tyler, TX 75703
Phone: 1-800-259-8222

Table of Contents

1 Introduction

The Town of Waterford is seeking to implement the inHANCE Customer Information and Billing System (Impresa CIS) solution to replace its current legacy solution.

Waterford and inHANCE, an incorporated division of N. Harris Computer Corporation, have proposed a joint team to collaboratively design, develop, and implement the on-premise Impresa CIS solution. The solution will be implemented using a combination of resources from both organizations. This SOW shall be subject to the terms and conditions of the Master Agreement between Waterford and inHANCE, and shall be effective upon signature by and between inHANCE and Waterford and are hereby incorporated by reference. In the event of a conflict between this SOW and the Master Agreement, the Master Agreement shall control. To the extent a capitalized word is used in this SOW, should it not be properly identified herein, then it shall have the meaning attributed to it in the Master Agreement.

1.1 Objective

This Statement of Work (SOW) defines the work to be performed by inHANCE and Waterford for the project. The SOW includes a scope definition, high-level timeline, fees, and other terms and conditions specific to the services requested by Waterford.

Designed for water and sewer utilities, Impresa CIS is a purpose-built, full-featured utility billing software that will simplify complex billing and collections processes all in one simple easy to use solution.

2 Service Description

2.1 Project Purpose

The purpose of this project is to provide Waterford with the Impresa CIS to help modernize Waterford's business processes.

Waterford's primary drivers for this project include:

- Improve customer relations
- Increase productivity and improve internal processes
- Reduce paper-based workflows and manual processes
- Improve integration with other systems
- Improve customer engagement
- Take advantage of newer technology
- Automate menial tasks and eliminate redundant data entry

2.2 Implementation Areas Within Scope

The details below outline the specific core functionality and services to be delivered.

2.2.1 Services In Scope

The following service types will be configured within the Impresa CIS software:

- Sewer (wastewater)

2.2.2 Modules

The following modules will be installed and configured as part of the project scope:

- Impresa CIS
    - 4,800 service locations
    - 6 named users

2.2.3 Integrations/Interfaces

The following integration/interface requirements with third party vendors have been identified as part of the project.

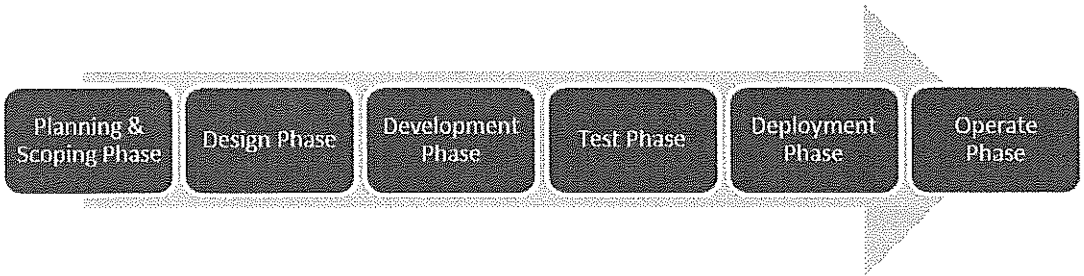
VENDOR	SYSTEM	FORMAT	DIRECTION	METHOD
In-house (i.e. Waterford)	Printing interface (Bill Print & Mail)	Flat-file	One-way, outbound	SFTP
QDS	Payments	Flat-file	One-way import	SFTP
In-house (i.e. Waterford)	Meter reading	Manual entry	N/A	N/A
Vanco Payment Systems	Bank institution (ACH)	Flat-file	One-way, outbound	SFTP

3 Project Delivery & Implementation Approach

To ensure a successful implementation, inHANCE will leverage industry best practices and experience in successfully implementing similar projects based on the following guiding principles:

- Promote and foster Waterford ownership of the solution.
- Establish and maintain consistent and regular communication with Waterford.
- Ensure that project teams adopt a collaborative approach that follows project management principles and is measurable, tracked and proactively managed to ensure no surprises.
- Seek opportunities to proactively manage Waterford investment and time commitments while still achieving engagement objectives.

The project will be implemented through the following phases and key activities:



3.1 Planning & Scoping

- Project Plan and Project Kick-off
    - The project kick-off meeting includes the inHANCE Project Team and Waterford Core Team. It is an opportunity for both parties to review the SOW, discuss the project timeline, assign roles and responsibilities and identify any project risks to finalize the project plan and governance.
- Deliverables
    - Project plan including tasks, issues and risk log, communication and project governance plan.

3.2 Design

- Business Process Review (BPR) Workshop
    - Conducted onsite or remote over a three (3) day period to review current business requirements and processes in order to determine future processes, required modifications, core configurations, and specifics on functionality of integrations with third party vendors.
- Data Mapping Discovery Workshop
    - Remote sessions will be conducted with Waterford over a four (4) week period to map the data between the legacy CIS and Impresa CIS.
- Deliverables
    - Document for both workshops will be presented to Waterford for sign-off. The documents will be the basis for Waterford's future use of the Impresa CIS and for the development of the conversion program.

3.3 Development

- System Installation
    - Install Impresa CIS Test environment within Waterford's **on-premise** environment.
    - The Test environment will be used throughout the project for training and testing and will become the Live environment.
- Data Conversion
    - inHANCE will load the converted data into Waterford's Test environment.
    - Data conversion is an iterative process and will require fixes throughout the project based on the outcomes of each testing phase.

- System Configuration
  - Based on the results of the BPR, inHANCE will configure the Impresa CIS in a Test environment to meet Waterford's need.
- Development of Integrations
  - inHANCE will work with third party vendors and Waterford as required to develop integrations listed in Section 2.2.3.
- Deliverables
  - Initial data extract and conversion (before Core Team training).
  - Installed and configured Test environment.

3.4 Test

- Core Team training
  - Conducted onsite or remote over a five (5) day period to provide Waterford's Core Team with the skills required in order to complete Data Validation and User Acceptance Testing (UAT).
- Data Validation testing
  - Waterford led activities over a two (2) week period to validate the data conversion through comparison of Impresa CIS data to their legacy CIS data. inHANCE will support Waterford to identify any issues with the data and ensure the Core Team is prepared for UAT.
- User Acceptance Testing (UAT)
  - inHANCE will provide Waterford with a site-specific, generic test plan. Led by Waterford's Core Team over a two (2) week period and with remote support from inHANCE.
  - Testing will include all defined processes and integrations, complete end to end testing for confirmation of system readiness.
  - Completion of UAT will result in a code freeze. No further updates will be made to the Impresa CIS software or conversion program.
  - Waterford will use the inHANCE ticket tracking system to log any issues encountered.
- Deliverables
  - Two (2) data extracts and conversion (before Data Validation and before End User Training)
  - Data Validation sign off
  - UAT sign-off

3.5 Deployment

- End User Training (EUT)
  - Conducted onsite or remote over a five (5) day period through multiple sessions grouped by functional areas to all Waterford users to target required skills to complete daily tasks.

    - Training will be provided to all Waterford users upon completion of UAT. A training plan will be developed collaboratively with Waterford to ensure that each user is provided with the skills they need to use the software.
- Parallel Processing/"Day in the Life"
    - With the support of the Core Team members, Waterford users will re-create daily business processes and tasks, as well as other key business functions from the legacy CIS in the Impresa CIS. Conducted over one (1) week with remote support from inHANCE.
    - Waterford will continue to use the inHANCE ticket tracking system to log any issues encountered. At the end of "Day in the Life" testing, Waterford will prepare for Go-Live activities.
- Go-Live Cutover
    - Waterford will provide the final data extract from the legacy CIS and inHANCE will perform the final data conversion.
    - inHANCE will perform the tasks required to switch the Test environment used throughout the project to the Live environment.
- Deliverables
    - Two (2) data extracts and conversion (before EUT and final at Go-Live).
    - Live Impresa CIS environment.

3.6 Operate

- Post Go-Live Support
    - Waterford will receive five (5) days dedicated onsite or remote support starting on the Monday-Friday after the Go-Live weekend.
    - inHANCE will provide remote support for an additional two (2) weeks post Go-Live
    - Waterford will continue to use the inHANCE ticket tracking system to log any issues encountered.
    - inHANCE will install an Impresa CIS Test environment.
    - Project Managers will review project deliverables and confirm project close out and services acceptance. This will include a project evaluation and post Go-Live survey.
- Transition to Support
    - Upon completion of post Go-Live support, Waterford will be transitioned from the inHANCE Professional Services Team to the inHANCE Customer Support Team.
    - Waterford will continue to use the inHANCE ticket tracking system to log any issues encountered.
- Deliverables
    - Impresa CIS Test environment.
    - Project evaluation survey.
    - Project acceptance sign-off.

4 Project Management Methodology

Following are the areas covered within inHANCE's Project Management Methodology as well as its key artifacts:

- **Communication/Status Management** to monitor project status via internal and external communications
- **Relationship Management** with Waterford and other partners through channels such as Executive touchpoints, post project evaluation survey, NPS Survey etc.
- **Work Management** to capture and monitor effort, cost and work to be performed via task/action lists, TeamSupport (online ticketing and issue management solution), etc.
- **Scope Management** for defining scope and change control process.
- **Risk Management** with Waterford to track, mitigate, and monitor risks via a Risk Register.
- **Deliverable/Acceptance Management** to ensure that expected deliverables are delivered and accepted as planned.
- **Financial/Contract Management** aimed at monitoring project financial health.

An inHANCE Project Manager acts as the lead for the project and has the overall accountability for project success and on-time, on-budget delivery. The project teams will report directly to the inHANCE Project Manager.

The inHANCE Project Manager is accountable to:

1) Conduct regular internal project meetings to ensure that all aspects of the project are understood by the inHANCE team and that progress and risks are properly reported and managed.
2) Conduct regular project meetings with Waterford and ensure that the appropriate resources from the inHANCE team are included.
3) Review project status, schedule, risks, resources as well as any other issues that may affect the success of the project.
4) Ensure that all areas of the inHANCE Project Management Methodology are executed.

5 Data Extract & Conversion Considerations

Data conversion is one of the most important aspects of a successful implementation. Understanding and verifying data through the iterations is required to ensure on-time and on-budget delivery and overall project success. inHANCE and Waterford will work cooperatively to identify the correct logic to apply in converting Waterford's data to the Impresa CIS.

inHANCE will assign a Technical Conversion Specialist who will act as the primary resource involved with converting data from the legacy CIS to Impresa CIS.

The extraction of the data from the legacy CIS will be performed by Waterford. Waterford is responsible for validating the converted data. inHANCE will convert up to three (3) years of history plus the current year of information based on best practices.

Throughout the implementation, if new data conversion requirements are identified, a project change order will be created, and the timeline may be adjusted.

If additional data conversions are required, they will be negotiated through the change order process.

Conversion Items In Scope:

- Historical data which includes financial transactions specified under Active Customers and Meter readings information specified under Meters only.
- For all Active Customers and Inactive Customers with a balance:
  - Existing account number
  - Name
  - Phone
  - Mailing address
  - Status – Active
  - Customer class
  - Email address
  - Billing cycle
  - Alternate sort key – could be another name, old account number etc
  - Driver license number
  - Balance – lump sum aging current
  - Transaction history, financial transactions (payments, charges, adjustments, penalty if recognized, lump sum and date)
  - Attached service location
  - Deposit – amount, date and type
  - Notes
  - Penalizable
  - Lockable
- For Service Locations:
  - Parcel number
  - Address – building number, prefix, street, apartment number
  - Subdivision
  - Lat/Long
  - Lot
  - Block
  - Location type
  - Route comments
  - Book
  - Sequence
  - Group/Income center/Rate code
  - Attached meter
- For Meter:
  - Meter number vs serial number

- Meter install date
- Meter that is attached to a location
- Meter model – size, reading type, reading multiplier, rollover digits, unit of measure, manufacturer, style
- History of readings, read date, usage, comments
- Attached ERT/MXU/MID
- Alternate number
- Meter location

- For ERT/MXU/MID:
  - Serial number
  - MID type
  - MID model
  - Battery install date
  - Battery test date

Conversion Items Out of Scope:

- Adding inactive customers with zero balances
- Lat/long from external system or Excel file
- Meter last removal date
- Work orders
- Attachments
- Previous bills
- Backflow information
- Bank information
- Any data conversion programming work where there is no possible clear applicable programming logic. These records may need to be manually edited after the conversion is complete. This would include any data not currently stored in the tables of the legacy CIS and any data not required in Impresa CIS and that have no logical place in Impresa CIS tables to put the data in.
- Converting transaction history for more than three (3) years of data.
- Cashiering batches, meter reading batches, billing journal batches and any other in progress journals. All transactions should be posted by Waterford prior to any conversion activity taking place. Work in progress, such as a billing batch that has been calculated but not updated, will not be converted to the Impresa CIS journals. The billing journal would have to be recreated in the Impresa CIS.

6 Service Deliverables Acceptance Process

If applicable, at specified milestones throughout the engagement, inHANCE will deliver completed service deliverables for review and approval. To ensure the project is not unduly delayed, and where applicable, service deliverables shall be reviewed within ten (10) business days from the time of submittal for acceptance or mutually agreed upon time frame. After the ten (10) day notice period or mutually agreed upon time frame, use or partial use of any service deliverable will constitute acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope and shall follow the change order process.

The service deliverable acceptance process is described below:

- **Submission of Deliverables** - The inHANCE Project Manager, or his/her designee, will prepare a deliverable acceptance form for the various phases of the project and submit it to the designated Waterford representative for consideration. Waterford sign off will be required for the following phases of the implementation:
    - Data Validation
    - User Acceptance Testing (UAT)
    - Go-Live Readiness
    - Project Closure Acceptance
- **Acceptance / Rejection** - After reviewing, Waterford will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the inHANCE Project Manager.
- **Correction of Service Deliverables** - inHANCE will correct in-scope items identified with the service deliverable. inHANCE will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once inHANCE corrects all previously identified in-scope issues, the service deliverable will be substantially reviewed by Waterford within ten (10) business days for approval.
- **Monitoring and Reporting** - The inHANCE Project Manager will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be escalated.

7 Change Order Process

inHANCE will maintain the formal documentation denoting agreed upon changes. Waterford and inHANCE may propose changes for services falling outside the scope of services described herein. The change order form must be used for all change requests. inHANCE shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written change order form signed by the designated representatives from both parties.

Upon a request for a change, inHANCE shall submit the change on a standard change order form, describing the change, including the impact of the change on the schedule, fees, and expenses. The change management process that will be employed is defined below:

- Identify and document proposed change
- Assess impact of proposed change

- Estimate required effort / cost of proposed change
- Submit change order for approval / disapproval
- Communicate change order decision
- If change control is approved:
    - Assign responsibility
    - Monitor and report progress

Within fifteen (15) consecutive business days of receipt of the change order form (or any other period of time mutually agreed to by the parties), Waterford shall either indicate acceptance or rejection of the proposed change by signing the change control form. If the change order is rejected, then inHANCE shall proceed only with the original services and a discussion for a revised change order can commence. In the absence of Waterford acceptance or rejection of the change order form, inHANCE will not perform the proposed change.

8 Roles & Responsibilities

inHANCE will structure a team that will facilitate strong project communication and clear accountabilities as well as provide the necessary link with the Research & Development team. Both Sales and Customer Support will be engaged as required. inHANCE will collaborate and provide any specific skills or resources required to ensure the successful implementation of the proposed solution at Waterford.

Below is a chart outlining the roles and responsibilities of project team members:

inHANCE Project Team	
Title	**Role**
Executive Sponsor	Responsible for over-all governance of the project. Will act as an escalation point during the course of the project should the need arise. Will promote funding and staffing of the project as required.
Project Manager	Performs the day-to-day management of the project including oversight and guidance ensuring that requirements, deliverables and customer satisfaction is met within the constraints of scope, quality, time, and cost.
Functional & Testing Lead	Provide solution design, testing support, perform and refine system configuration, provide application training.
Technical & Conversion Specialist	Develop and refine data conversion program, develop custom modifications and integrations, provide testing support, provide support on technical questions.
Waterford Project Team	
Title	**Role**
Executive Sponsor	Senior Level Executive who has accepted ownership of investing in the inHANCE solution and will promote funding and staffing of the project. Responsible for over-all governance of the project. Will act as an escalation point during the course of the project should the need arise. Will promote funding and staffing of the project as required.
Project Manager	Primary day-to-day contact for the project, work with inHANCE team to plan and coordinate project activities, signs-off project phases and technical services deliverables.

Core Team	Represents the Executive Sponsor and/or utility leadership team, have the power to make strategic decisions in relation to the implementation, acknowledged as Subject Matter Experts (SMEs) in their own areas, responsible for communicating the detailed business requirements and existing business processes to inHANCE, design business processes and make decisions about the configuration parameters for the Impresa CIS, present project requirements and coordinate tasks within each functional area during implementation, perform acceptance testing and attend training.
End Users	Responsible for using the finalized business system as designed, participate in training sessions upon completion of acceptance testing.
Database Administrator & IT	Provides the required access to the project team, ensures that the appropriate hardware and related software is set up and maintained throughout the project. Provide installation support and technical support as required.

9 Project Assumptions & Implementation Areas Out Of Scope

The services, fees, and delivery schedule for this engagement are based upon the following assumptions:

9.1 General Assumptions

1) Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to inHANCE during this engagement for review and consideration.
2) Adoption of new business processes will be required to optimize inHANCE utilization.
3) All documentation provided by Waterford and inHANCE shall be up-to-date and accurate, or if that is not the case, advise Waterford and inHANCE as such.
4) The inHANCE project is deemed completed once all inHANCE modules within the scope of this engagement have been deployed to the Live environment for thirty (30) calendar days. Any critical issues raised during that period have been resolved and Waterford issues the notice of acceptance for project closure.
5) All estimates for training and consulting are based on the inHANCE Implementation plan and best practices and our knowledge of Waterford size.

9.2 Engagement Assumptions

1) This engagement currently has, and will continue to have, the support of senior Waterford and inHANCE management, and each party will be assigned sufficient priority with respect to their other projects to ensure its success.
2) Waterford and inHANCE will each assign a Project Manager to lead and guide their respective teams throughout this engagement.

3) Waterford and inHANCE will each secure the appropriate staff from their teams in a timely fashion in order to discuss or review the various materials produced when required.
4) Waterford and inHANCE agree to facilitate any required corporate logistics for the fulfillment of this agreement.
5) Waterford and inHANCE will provide access and support from their respective IT groups and any other stakeholders, as deemed necessary by Waterford and inHANCE throughout this engagement.
6) Waterford will provide the appropriate remote access to its network, facilities and systems, as may be required to perform activities from one of inHANCE's locations. inHANCE shall abide by all rules and directions of Waterford when accessing networks, facilities, or systems.
7) Should Waterford request for onsite training, the following terms would apply
   a. Organization shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in the Master Agreement
   b. On-line reference Documentation is delivered with each release. Organization may print or copy this Documentation solely for its internal use
   c. Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by inHANCE that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as inHANCE's then current schedule permits. inHANCE is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon inHANCE arrival, the Organization has not completed required tasks for such visit, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services may be cancelled at inHANCE's discretion. If additional Services are required because the Organization was not adequately prepared, inHANCE will provide a Change Order to the Organization for said Services.
8) If a project delay is encountered due to external factors outside of inHANCE's control and testing needs to extend beyond the weeks noted in Section 3, inHANCE and Waterford will analyze the results of this external factor on the project timeline to determine if there is a need for a change order to reflect a substantial change to the project plan, budget, or timeline.

9.3 Custom Modification & Integration Assumptions

1) inHANCE will work with Waterford and all third-party vendors referenced in Section 2.2.3 to ensure a successful implementation. However, Waterford will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful implementation. A change order may be created if the third-party vendor is unavailable or noncooperative and, as such, results in an impact to the schedule or effort.
2) Third party vendors' solutions are able to provide information required by inHANCE as well as accept information provided by inHANCE.

3) All third-party software and hardware products are assumed to perform correctly in Waterford's current production environment, in accordance with the appropriate third-party vendor's specifications.

9.4 Technical Assumptions

1) inHANCE will ensure systems interfacing to the Impresa CIS provide data in a format acceptable to inHANCE specifications as documented in the Design phase.
2) Waterford will provide appropriate remote access, such as a VPN, to its network, facilities, and systems as may be required to perform activities from one of inHANCE's locations. During the implementation, inHANCE requires direct access as required. inHANCE shall abide by all rules and directions of Waterford when accessing Waterford's network, facilities or systems. inHANCE activities will be done with proper notification.

9.5 FieldHawk Service and Technical Details

1) Internet connection is required
2) Minimum Impresa CIS version 4.14 is deployed in the production environment
3) All service locations in the database have a latitude and longitude. If the organization does not have the latitude and longitude in the database, inHANCE provides a GEO coding service for an additional fee
4) SQL server or DMZ server must meet the following requirements (Note: The FieldHawk Processor install does NOT have to be installed on the SQL server. It can be created on a DMZ server that is still on the same network as long as the DMZ and SQL servers can communicate)
    a. IIS (Internet Information Services) Manager web service 7.0 or newer
    b. WCF Service with HTTP Activation set to on and TCP Port sharing set to on
    c. Publicly available static IP address with desired port set to open to both inbound and outbound traffic
        i. If organization is using an SSL certificate, FieldHawk will require the port to be open
        ii. If organization has a firewall tool (such as Watchguard) or Microsoft Exchange on the SQL server, the organization is responsible to ensure these ports are made available (default ports are typically 80, 443 and 8080)
5) Tablets must be Android. Apple and Microsoft Surface tablets are **NOT** compatible at this time. Recommended Android tablet requirements are as follows:
    a. Latest Android tablet
    b. 32 GB Ram (minimum 16 GB Ram)
    c. 1.4 Ghz multi-core processor
    d. 9.6 inch screen size minimum
    e. 600 x 1024 pixels
    f. 170 ppi
    g. 4G data connection
6) inHANCE will provide the organization with the website to download the FieldHawk app on each tablet

7) Organization will have a single user (unique) per tablet as the connection with the app to the server is via a single sign in
    a. If users trade/share a tablet, the previous user's login MUST be removed using the Clear DB button to clear out the previous user connection to the SQL server so that user work orders do not overlap
8) Organization will provide user profile details
    a. First name and last name for each user
    b. Password for each user (can be the same or different)

9.6 Implementation Areas Out Of Scope

Anything in this section or not listed in the "Implementation Areas Within Scope" section is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

1) Activities associated with organizational change management. This is the people side of change management that includes managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise.
2) Any modifications to Impresa CIS software or integrations/interfaces other than previously identified in the above "Implementation Areas Within Scope" section.
3) Additional user training if deemed required above contracted training hours.
4) Creation of user-specific documentation. Waterford will receive Microsoft Word format versions of inHANCE's standard user guides.
5) Single Sign-on authentication with another web portal other than Paymentus or Invoice Cloud.
6) Custom modifications to any of the Impresa CIS software.
7) Data migration of passwords from legacy web portals.
8) Training of Waterford customers (public) on the Impresa CIS.

10 Fees & Payments

10.1 One-Time Price

QTY	DESCRIPTION	PRICE
	SOFTWARE LICENSING	
6	Impresa CIS	$29,000.00
	PROFESSIONAL SERVICES	
1	Project Management	$74,000.00
	Discovery	
	Data Conversion	
	Configuration	
	Integrations/Interfaces	
	Training	
	Testing	
	Go-Live Support	
1	Impresa CIS Services Discount	($13,500.00)
	TOTAL ONE-TIME PRICE	**$89,500.00**

10.2 Annual Recurring Price

QTY	DESCRIPTION	PRICE
1	Impresa CIS	$9,000.00/yr
1	Database Maintenance	$3,500.00/yr
	TOTAL ANNUAL RECURRING PRICE	**$12,500.00**

10.3 Estimated Travel & Living Expenses

- Based on current project scope, inHANCE estimates 4 onsite trips.
- Price outlined in Section 10.1 and 10.2 do not include travel, as estimated below, which are billed as incurred.

10.4 Fees & Payments Assumptions

- Estimates are based on typical effort to implement the Impresa CIS for utilities similar to Waterford.
- Actual price will vary dependent upon factors such as scope of integrations, data quality and data conversion scope, training needs, etc.
- Applicable taxes, duties and fees are not included.
- Travel time and living expenses which are billed as incurred are not included. Other expenses include, but may not be limited to airfare, transportation, meals, and accommodations.
- Proposal is valid for 90 days from date of delivery and will then be considered expired. Project may need to be reassessed and re-quoted to ensure accuracy.
- All invoices are payable within 30 days.

10.5 Payment Milestones

- 100% of license upon signing
- 100% of support and maintenance upon signing
- 40% of professional services upon signing
- 20% of professional services upon software install in non-production
- 20% of professional services upon completion of Core Team training
- 10% of professional services upon completion of UAT
- 10% of professional services upon completion of Go-Live

11 Services Terms and Conditions

inHANCE's Services

In order to achieve the Completion of Services, inHANCE agrees, subject to the terms and conditions of this Agreement, to perform the services described in this Statement of Work ("SOW")

1. The Statement of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of inHANCE in the Statement of Work are not binding on inHANCE and are merely provided for informational purposes; the only warranties and representations provided by inHANCE in respect of the Services and this Agreement are found in the express warranties in the Agreement to which this SOW attaches.

Performance by inHANCE

1. Manner of Performance -- inHANCE shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in their performance.
2. inHANCE's Discretion -- inHANCE shall determine in its sole discretion the manner and means by which the Services shall be performed. inHANCE will consult with the Organization on its methodology, manner and means.
3. Conduct on Organization's Premises -- The Services shall be performed with the Organization's full cooperation as agreed, whether on the premises of the Organization or at an alternative location. When working on the Organization's premises, inHANCE personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
4. Inquiries by Organization -- inHANCE shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
5. Independence -- As an independent consultant, Organization retains inHANCE and its employees and agents on an independent contractor basis and not as an employee.
6. Coordination of Services -- inHANCE agrees to coordinate with Organization staff in the performance of Services and to be available for consultation at all reasonable times.

Performance by Organization

1. Cooperation by Organization: The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to cooperate fully with inHANCE to achieve the Completion of Services expeditiously.
2. Project Manager: The Organization shall designate a project manager to facilitate the successful implementation.
3. Passwords. Organization agrees to comply with all inHANCE security policies and procedures as provided to it and amended from time to time. Organization and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Organization's internal use only and Organization may not sell, transfer or sublicense them to any other entity or person except that Organization may disclose its private key to its agents performing work on its behalf. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Organization agrees to notify inHANCE in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify

inHANCE immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Organization.

4. Users. The Organization is responsible for: (i) the actions of Users using the Software in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by inHANCE from time to time for Users; and (iii) informing inHANCE of any information about Users' actions that may affect either the Software or third-party data contained in or used by the Software, or inHANCE's ability to provide the Software as contemplated by this Agreement.
5. Access. The Organization will provide appropriate and timely remote access to its network, facilities and systems (for example via VPN), to all parties that are required from inHANCE to implement services outlined in this SOW.
6. Compliance with Laws. Organization represents and warrants to inHANCE that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
7. Additional Organization Obligations:
   - (i) Organization shall notify inHANCE of suspected defects in any of the Software supplied by inHANCE. Organization shall provide, upon inHANCE request, additional data to reproduce the environment in which such defect occurred.
   - (ii) Organization shall allow the use of online diagnostics on the Software supplied to Organization as requested by inHANCE.
   - (iii) Organization personnel shall be educated and trained in the proper use of the Software in accordance with applicable inHANCE manuals and instructions. If Organization's personnel are not properly trained as mutually determined by inHANCE and Organization, such personnel will be trained by inHANCE or Organization within fifteen (15) days. If inHANCE performs such training, it shall be compensated in accordance with this Agreement.
   - (iv) Organization shall not permit any third-party to have direct access to or provide services in relation to the Software or any Third-Party Software without inHANCE's prior written consent.
   - (v) Organization shall have the sole responsibility for:
     - (a) the performance of any tests it deems necessary prior to the use of the Software;
     - (b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods
     - (c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction; and
     - (d) timely upgrade and keeping current all third-party license releases and/or Software products to meet the requirements of the Software.

12 Document Acceptance & Sign-off

Accepted on this day by:

Waterford, Connecticut

Signature: ______________________________ Date: ____________________________________

Print Name & Title: ___________________________

inHANCE, a division of N. HARRIS COMPUTER CORPORATION

Signature: ______________________________ Date: ____________________________________

Print Name & Title: ___________________________