FINANCE DEPARTMENT

Memo

To: The Board of Selectmen

From: Shea Moses

Date: April 24, 2023

Re: **Disposal of aged assets**

Dear Mr. Brule:

In accordance with the Town Property Ordinance, Chapter 2.112.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal, on Behalf of the Waterford Public Library, Asset#100259, Children's Magazine Shelving. This item is no longer in the Town's possession. By removing this item from the Town's asset list this will insure that only items that are currently located and owned by the Town are properly insured under the Town's LAP insurance policy.

Thank you for your consideration

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

Brandishea Moses

From: *Christine Johnson*
Sent: Monday, April 24, 2023 10:51 AM
To: Brandishea Moses
Cc: *Gail Miller*
Subject: Surplus Approval Request

Hi Shea –

I am writing to request that the following fixed asset, formerly owned by the library, –

Asset Number	Class	Description	Department	Department %	Purchase Date	Active Total Cost	Site Name	Site Number	B N
100259	1600 - FURNITURE & ACCESSORIES	CHILDREN'S MAGAZINE SHELVING	36 - LIBRARY	100	06/06/2006	1,478.00	TOWN LIBRARY	012	[illegible]

be approved for surplus by the Board of Selectmen. We no longer have this fixture on-site. I am unsure as to when the item was removed from the library.

Please advise if any additional details are required to proceed with this request.

Thanks for your assistance.

Regards,
Chris

Christine M. Johnson
Library Director

Waterford Public Library
49 Rope Ferry Road
Waterford, CT 06385
860-444-5805

Celebrating 100 Years of Service! 1923-2023
Sign up for our e-news at WaterfordPublicLibrary.org
Follow us on Facebook & Instagram!

FIXED ASSET WORKSHEET

ASSET NUMBER	100259	DESCRIPTION	Children's Magazine Shelving No longer on-site.
STATUS			
CLASS CODE (SEE LISTING BELOW)		SUB-CLASS	
		SERIAL NUMBER	N/A
LOCATION (ADDRESS) (ROOM IF APPLICABLE)		DEPARTMENT	
DATE ACQUIRED		ACQUISTION COST	
LINE ITEM(S) CHARGED			
PO NUMBER(S)			
INVOICE NUMBER(S)			
VENDOR(S)			
MANUFACTURER			
MODEL #			
MODEL YEAR		ASSET RETIRED (TAG #)	100259

CLASS CODES:

LAND	100
LAND IMPROVEMENTS	200
CONSTRUCTION	300
CONSTRUCTION-IN-PROGRESS	301
INFRASTRUCTURE	400
MACHINERY & EQUIPMENT	500
LICENSED VEHICLES	600
SOFTWARE	700

Gail Miller 4/24/23
PERSON COMPLETING FORM

Christina [signature]
SIGNATURE
(DEPARTMENT HEAD)

4/24/2023
DATE

NOTE: SHADED AREAS WILL BE COMPLETED BY THE FINANCE DEPARTMENT

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FINANCE DEPARTMENT

Memo

To: The Board of Selectmen

From: Shea Moses

Date: April 24, 2023

Re: **Disposal of aged assets**

Dear Mr. Brule:

In accordance with the Town Property Ordinance, Chapter 2.112.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal for the items on the attached list, on Behalf of the Police Department, as these items are no longer useful to the Town. By removing the items from the asset list this will insure that only items that are currently located and owned by the Town, are properly insured under the Town's LAP insurance policy. Items listed below:

- Asset#000283- System Outdoor Speakers
- Asset#010115- Traffic Counter
- Asset#100062- Enclosed Trailer Plate 153WFD, U.S. Cargo Worksport, VIN 4OLFB12145P111482
- Asset#9204031599- Traffic Counter Plate 178WFD, Pennstyle, VIN 4PKC508S7TL001527
- Asset$9204031600- Traffic Counter Plate 150WFD, Smart Cart, VIN 1K9BS0810RK118090
- Asset#9204031601- Traffic Counter
- Asset#9204031613- Trailer

Thank you for your consideration

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

Town of Waterford

PHONE: 860-442-0553
www.waterfordct.org

TO: Shea Moses, Purchasing Agent

FROM: Kim Allen, Director of Finance

COPY: Marc Balestracci, Chief of Police

RE: Surplus Request

DATE: April 18, 2023

There are multiple items on the Police Department's asset list that were previously discarded by either Chief Pendleton or Chief Mahoney.

Per Waterford's Ordinance 2.112 (Disposition of Town Property), I am requesting approval of the Board of Selectmen to surplus/discard these items to officially remove them from the town's asset list. *The asset list is utilized for property and equipment values to be insured* under the town's LAP insurance policy. Removing the discarded items will ensure the town is properly insuring only items that are currently located and owned by the town.

Respectfully,

Kimberly Allen

Kimberly Allen

Asset Number	Description	Purchase Date	Site Name	Building Name	Manufacture/Make	Serial Number/VIN
000283	SYSTEM OUTDOOR SPEAKERS	01/01/1990	POLICE STATION	PROPERTY IN THE OPEN		
010115	TRAFFIC COUNTER	07/01/1991	POLICE STATION	POLICE STATION		
100062	ENCLOSED TRAILER PLATE 153WFD	09/14/2004	POLICE STATION	PROPERTY IN THE OPEN	U.S. CARGO WORKSPORT	4OLFB12145P111482
9204031599	TRAFFIC COUNTER PLATE 178 WFD	01/01/1996	POLICE STATION	PROPERTY IN THE OPEN	PENNSTYLE	4PKC508S7TL001527
9204031600	TRAFFIC COUNTER PLATE 150 WFD	01/01/1994	POLICE STATION	PROPERTY IN THE OPEN	SMART CART	1K9BS0810RK118090
9204031601	TRAFFIC COUNTER	01/01/1994	POLICE STATION	PROPERTY IN THE OPEN	TRAILER	
9204031613	TRAILER	01/01/1985	POLICE STATION	PROPERTY IN THE OPEN	HAND MADE	

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FINANCE DEPARTMENT

Memo

To: The Board of Selectmen

From: Shea Moses

Date: April 24, 2023

Re: **Disposal of aged assets**

Dear Mr. Brule:

In accordance with the Town Property Ordinance, Chapter 2.112.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal, on Behalf of the Recreation & Parks Department, Asset#100499, Graco Sports Field Liner. This item has been replaced with a Streamliner 354 purchased through Beacon Athletics, as it can no longer perform the operation intended use.

This item will be disposed of by auction on GovDeals.

Thank you for your consideration

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD

WATERFORD, CT 06385-2886

WATERFORD RECREATION AND PARKS COMMISSION

DATE: April 21, 2023

TO: *Board of Selectmen*

FROM: Ryan McNamara, Director of Recreation & Parks

SUBJECT: Fixed Asset Replacement/Disposal and Notice

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

- Asset #100499 Graco Sports Field Liner: This asset was replaced with a field liner under the $1,000 threshold for Fixed Asset status: *Streamliner 354 liner through Beacon Athletics* for $589.00

  This piece of equipment no longer performed the operation intended and can be scheduled for disposal.

- Asset #100391 Paint/Mixing system: This asset still retains the motor and equipment for operation but required replacement of the plastic tank due to black mold. The remainder of the asset will be retained and may need modification should it be needed going forward. No action is required, this is simply a notice of asset review.

Thank you for your time and consideration.

If you have any further questions, please call.

SIGNED________________

Ryan McNamara
Town of Waterford
Director of Recreation and Parks

FINANCE DEPARTMENT

Memo

April 25, 2023

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

<u>Re: Cooperative Purchasing-Cohanzie Generator Replacement Project</u>

Dear Mr. Brule:

In keeping with Section 3.08.010 of the Purchasing Ordinance- Cooperative Purchasing, the Purchasing Agent on behalf of the Fire Services Department, respectfully seeks the Board's approval to award the contract for the Cohanzie Generator Replacement to **Cummins Sales and Service for $56,000.00.** This purchase is in accordance with Sourcewell Contract #092222-CMM, Cummins (Higgins Electric).

Funds will be available from Line Item 32323-55900 Cohanzie Emergency Generator

Sincerely,

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford CT. 06385

April 22, 2023
First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Cohanzie Generator Replacement Project, Line # 32323-55900

On behalf of the Waterford Fire Services, I would like to recommend moving forward with the Cohanzie emergency generator replacement project funded in this year's Capital. This is a three part request.

1. Bid waiver request for the Emergency generator replacement through the Cooperative Purchasing Agreement (CPA) with Sourcewell or the State of CT contract pricing.

2. I am recommending the contract be awarded to: Cummins Sales and Service and Higgins Electric for the new Cummins Power Generation backup generator. For an install price of $56,000.

3. I am requesting an additional $5,000 for the CIP bringing the total amount to $60,000. $1,000 to cover the overbid and $4,000 as contingency.

Cooperative Purchasing Contracts
Sourcewell #092222-CMM Cummins (Higgins Electric) $56,000
KOHLER Awarded Contract #092222-KOH (Stula Enterprises) $57,959

Director of Fire Services
M.J.H.
Chief, Michael J. Howley

C. C. file

Cummins Sales and Service

Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
Phone: (860) 529-7474
Fax: (860) 529-7041

Date: March 22, 2023

To:
Town of Waterford
Attn: Rawle Dummett

Prepared By:
Leonardo Dasilva
201-452-3763
leonardo.dasilva@cummins.com

Project: Cohanzie Fire House (Sourcewell #120617-CMM)
Location: Waterford, CT
Proposal No.: Q-64725 REV1.1

We are pleased to provide you this quotation based on your inquiry.

SCOPE OF WORK & BILL OF MATERIALS

One (1) new Cummins Power Generation generator model no. C60D6, rated at 60 kW, 208 volts AC, 3 phase, 4 wire, 60 hertz, 1800 RPM, for operation on diesel fuel. Outdoor application package to include our standard features.

- EPA Tier 3 emission certified engine
- Emergency/Stand-by
- UL 2200 Listed
- NFPA 110, Level 10, Type 1
- Battery charging alternator
- Isochronous electronic governor
- Alternator 60Hz
- Exciter/Regulator: PMG
- PowerCommand 1.1, genset control panel
  - ModBus RTU communications output
  - Relays-genset status, user configured
  - Local emergency "E-Stop" switch

Onan UL 508 listed PowerCommand Control Panel featuring a microprocessor based digital control system with the following:

- Digital display panel
- Cyclic cranking controls, adjustable
- Self-diagnostics with LED's for self-test
- Run-off-auto switch
- Emergency stop switch
- Digital AC voltage line to line
- Digital AC current by phase
- Digital AC kilowatts
- Digital AC kilowatt hours
- Digital AC power factor

Sales and Service

- Digital engine oil pressure
- Digital engine coolant temperature
- Digital engine RPM (tachometer)
- Digital DC battery voltage
- Digital engine starts counter
- Digital engine running hours
- Low oil pressure shutdown and pre-alarm
- High engine temperature shutdown and pre-alarm
- Low coolant level shutdown
- Overspeed shutdown
- Fail to crank shutdown
- Overcrank shutdown
- Oil pressure sender failure warning
- Water temperature sender failure warning
- Alternator overcurrent warning
- Low engine temperature warning
- Engine overload warning with load shed
- Low fuel level warning
- Low battery voltage warning
- High battery voltage warning
- Weak battery warning
- Four (4) customer selected shutdowns or warnings

- Mainline circuit breaker:
  - Loc. A, 70A-250A, LSi trip unit, 3-pole, 600V, 100% rated, UL
- Engine mounted radiator and fan
- Structural steel base rails
- Vibration isolators, skid mounted
- Engine block coolant heater
- Lube oil and 50/50 antifreeze
- Air intake filter
- Engine oil filter
- Diesel fuel/water separator filter
- Flexible fuel lines
- Fluid drain extensions, oil & coolant
- Battery racks and cables
- External 6A battery charger, installed
- Factory test report
- Warranty, 2 years
- Owner's manuals

- Enclosure: Aluminum, skin-tight, weather protective and sound attenuated enclosure system internally mounted critical type exhaust system
  - Critical type exhaust silencer and stainless-steel exhaust flex pipe
  - Sound attenuated to 69.0 dB(A) at 23 feet, full load
  - Access doors with keyed latches

  - Wind resistance ASCE-7, 180 mph
  - Paint color, Onan-green

- Fuel Tank: 48-hour rated, sub-base type diesel fuel tank, 276-gallons capacity
  - UL-142 approved sub-base fuel tank
  - Double wall secondary containment
  - Low/leak alarm floats and switches
  - Fuel gauge, mechanical dial read-out
  - Locking manual fill cap
  - Electrical conduit stub-up area
  - Paint color, black

- Shipped Loose, Generator Items:
  - Engine starting batteries, lead-acid type, 12 volts DC
  - Remote annunciator panel, wall mounted

One (1) new Installation by Higgins Electric for the new Cummins Power Generation, stand-by diesel generator-set, at the Cohanzie Fire House at 53 Dayton Road in Waterford, CT. This includes the following:

Install new Cummins C60D6, 60kW rated, 4BTAA3.3-G7 heavy duty engine, U.S EPA emissions certified diesel compression-ignited, stand-by application generator set with factory weather protective enclosure sound attenuated enclosure. UL-2200 Listing, generator mainline circuit breaker, PMG excitation, block heater and battery charger. Two (2) Year standby warranty.

COMPLETE INSTALLATION INCLUDES:

- Saw cut, dig, and pour new pad/extend the existing concrete pad as needed for the new generator.
- Pipe under the under-hang from the generator to the entrance of the building for terminations.
- Remove existing generator from inside the building, including associated equipment, and dispose of.
- Set the new Cummins generator onto the concrete pad with a crane and fasten it
- Provide all AC power conductors back to existing ATS.
- Provide all AC accessories for generator block heater & battery charger.
- Provide all DC control wires for ATS start.
- Perform start-up and site testing.
- Perform final inspections and owner training.
- State permit fee included

Not included in quote is the following

- Town permit fees are not included. Town to provide/wave
- Any unforeseen items discovered during excavation, such as but not limited to buried pipes, wires, ledge, organic materials, rocks over 24" in any one direction, tanks, etc... will be brought to owner's attention and continued a time and materials basis.

Cummins Sales and Service

- *Any safety or code related issues that exist currently in existing panels,* service equipment and or building. These will be brought to owner's attention and continued a time and materials basis

TOTAL SALE PRICE $56,000.00
Sales Tax Not Included

NOTES:

1. Diesel fuel for generator is not included. To be supplied by the owner.
2. Transfer switch is not included. Town to re-use existing.
3. Temporary generator to provide temporary power during building shutdown and cutover is not included. *If required, it will be quoted as extra item.*

CLARIFICATIONS:

1. The above price will be held firm for 30 days from date of quotation.
2. Terms of Sale apply. Please see details on next page.
3. The quoted price is FREIGHT ALLOWED *to first destination, unless otherwise specified.* Equipment unloading, storage and rigging are the responsibility of others.
4. Engineering coordination study, short-circuit analysis, circuit breaker testing and independent tests are not included in this proposal and is the responsibility of others.
5. Field tests for Infra-red scanning, NETA, DEMA, exhaust emissions, exhaust back-pressure, harmonic content, voltage & frequency stability, ground fault, noise level are not included with this proposal.

Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
Phone: (860) 529-7474
Fax: (860) 529-7041

Sales and
Service

NOTICE: As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labour or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change.

If you would like to place an Order with Cummins Sales and Service based on the Bill of Material, Quotation Price and Terms of Sale as detailed above, please complete and sign the following and return this Quotation to the attention of your Power Generation Sales contact indicated below. By completing the following information, a confirming Purchase Order will not be required. If you

should send us a confirming Purchase Order, and we incur additional costs for review and/or negotiation of the form, then our actual expense for such review may be added to our Quotation Price.

Company Name: ______________________________

Printed Name: ______________________________

Signature: ____________________________

Date: _______________

Quote submitted by,
Leonardo Dasilva

Leonardo Dasilva - Cummins Sales & Service
914 Cromwell Avenue
Rocky Hill, CT 06067
Mobile: (201)452-3763 | Office: (860)721-2234
Email: Leonardo.dasilva@cummins.com

Sales and Service

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE: Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 30 days, and the price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS: Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE: Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS: Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS: Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

Sales and Service

INSPECTION AND ACCEPTANCE: Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT: Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES: Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS: Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION: Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY: Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE: Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

Sales and Service

LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY: Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES: Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

Sales and Service

CUSTOMER REPRESENTATIONS; RELIANCE: Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY: Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION: This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE: Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT: This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY: Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS: Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.
No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.
Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.
Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE: Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be

Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
Phone: (860) 529-7474
Fax: (860) 529-7041

Sales and Service

subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Proposal

KINSLEY

Quote Number	Project Name	Project Location	Date
QUO-20810-F2D1Y	COHANZIE FIRE HOUSE	Waterford, CT	4/26/2023

From: Rich Cupillo
Cell: 860-930-3479
Email: rcupillo@kinsleypower.com

Qty	Bill of Material Summary
1	**Kohler 60REOZK Generator** **Output** - 60kW, 75kVA, 120/208 Volt, Three Phase, 208amps, 60 Hz **Fuel Type** - Diesel **Tank** - 275 gallons / 48 hours **Enclosure** – Sound Attenuated **Warranty** - 5 Year Comprehensive **Estimated Leadtime** - 55 Weeks, ARO
1	**Installation Of Equipment** Installation of new 60 Kw Generator at the Cohanzie Fire House in Waterford ct. includes the following - Required site work including concrete pad, trenching for conduits - Wire and conduit to wire generator to existing transfer switch - Removal of existing generator - Re paving disturbed areas of parking lot - Kinsley power systems to provide genset, startup, and emergency stop.
1	**Distributor Start-Up** Start-up Service with Connected Load Test

Spec/Notes:

- Fuel to fill tank to be provided by the town
- Permit fees, (These are to be billed with no markup upon final payment)
- Any unforeseen electrical issues, such as but not limited to code compliance issues existing in the building infrastructure that would prevent legal installation of generator
- Any unforeseen buried items discovered during site work such as but not limited to buried pipes, wires, tanks, Buried organic materials, ledge, rocks over 24" in any one direction, Ect. Not marked out by CBYD
- ATS has been removed from the proposal and the existing ATS assumes to be in working operation and equipment combatable. Cost for troubleshooting, repair or replacement will be an additional cost.

Terms	Retainage	F.O.B.	Mfg. Manuals
Net 30 or Prior to SU	No Retainage Allowed	Source	1

OFFER TOTAL SELL PRICE: $57,959.10

Proposal

KINSLEY

KOHLER Awarded Contract: 092222-KOH		KOHLER Contract Maturity Date: 11/22/2026			
Model	Kohler List Price (Each)	Sourcewell Member Discount (% = $)		Sourcewell Member Total Price FOB Factory	Qty.
60REOZK	$ 49,173.00	32 %	$ 15,735.36	$ 33,437.64	1
Installation	$ 19,947.56	5 %	$ 997.38	$ 18,950.18	1
Freight/Startup	$ 5,864.51	5 %	$ 293.23	$ 5,571.28	1

57,959.10

Quote is valid for 30 days.

Kinsley Power Systems reserves the right to amend this price quote when equipment is released for production without penalty or charge due to unprecedented price fluctuations in raw materials and components.

Price does not include state sales tax, or installation

Generator

Qty	Description	
	60REOZK Generator System	
1	60REOZK Generator Set	
	Includes the following:	
	Literature Languages	English
	Approvals and Listings	UL2200 Listing
	Engine	60REOZK, 12V, 60Hz, KDI3404TM
	Nameplate Rating	Standby 130C Rise
	Voltage	60Hz, 120/208V, Wye, 3Ph, 4W
	Alternator	4P8X
	Cooling System	Unit Mounted Radiator, 50C
	Skid and Mounting	Skid/Tank
	Air Intake	Heavy Duty
	Controller	APM402
	Enclosure Type	Sound
	Enclosure Material	Steel
	Enclosure Silencer	Internal Silencer
	Fuel Tank Type	Standard
	Fuel Runtime (Approx.)	48 Hours
	Subbase Fuel Tank Capacity	275 Gallons
	Starting Aids, Installed	1000W,110-120V
	Electrical Accy.,Installed	Battery, 1/12V, Wet
	Electrical Accy.,Installed	Battery Charger, 10A
	Electrical Accy.,Installed	Run Relay

Proposal

KINSLEY

	Electrical Accy.,Installed	2 Input/5 OutputModule
	Electrical Accy.,Installed	Governor, Electronic
	Rating, LCB 1	100% Rated
	Amps, LCB 1	200
	Trip Type, LCB 1	Thermal Magnetic
	Interrupt Rating LCB 1	18kA at 480V
	Fuel Lines, Installed	Flexible Fuel Lines
	Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
	Miscellaneous Accy,Installed	Coolant in Genset
	Miscellaneous Accy,Installed	Oil in Genset
	Warranty	5 Year Comprehensive
	Testing, Additional	Power Factor Test,0.8,3Ph Only
1	NEC Remote, E-Stop	

OFFER ACCEPTANCE

I hereby authorize Kinsley Power Systems, Inc. to use this form as a bona fide purchase order of the equipment shown on Proposal Number QUO-20810-F2D1Y which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions below.

Proposed By:		**Accepted By:**	
Company:	Kinsley Power Systems, Inc.	Company:	
Signature:	Rich Cupillo	Signature:	
Printed Name:	Rich Cupillo	Printed Name:	
Title:	Sales Engineer	Title:	
Date:	4/26/2023	Date:	

TERMS & CONDITIONS:

Agreement subject to Terms and Conditions available at https://www.kinsley-group.com.

ESTIMATED SHIPPING	**Ship dates are best estimates only. Therefore, Kinsley Power Systems is not responsible for incidental or liquidated damages.**
TERMS	Net 30 days from shipment date or prior to start-up whichever comes first; subject to credit approval. Orders greater than $500,000 will be subject to a payment schedule negotiated between Seller and Buyer. We reserve the right to charge 1.5% on accounts over 30 days past due. Our price does not include sales tax or installation.
CANCELLATION/BILLABLE DELAYS	**If the manufacturer will allow order to be cancelled a re-stocking charge will apply. Orders placed on in-stock items which are not shipped or picked up after 15 days of order date will be returned to inventory for sale to others. Factory-ordered units shipped to a Kinsley facility for temporarily storage due to customer payment or jobsite readiness issues are subject to storage fees of 1% per month unless order is paid in full.**
CONTRACT CHANGES	A mutually agreed to, signed change order is required for any contract changes.
RETAINAGE	None
FREIGHT	F.O.B. Factory, Freight Allowed; Tailgate Delivery, Off-loading by others. Shipping addresses must be deliverable by an LTL carrier. Ex: No dirt roads, steep or narrow driveways etc. Delivery truck must be able to turn around or back in safely. Please specify special delivery requirements. Unless otherwise specified, additional charges will apply.
MANUALS	One set of manuals is included with each unit. Additional manuals can be ordered at additional cost.
WARRANTY	*Manufacturer's standard warranty terms and conditions apply.*
START UP	Start-up service is during normal business hours. After hours or weekend start up is available at an additional cost. Unless otherwise noted, all 3rd party testing such as NETA, Insulation Resistance, Ground Fault, Infrared Scanning, emissions testing, exhaust backpressure testing, etc. to be provided by others

I acknowledge that I have read and agree to all the above Terms and Conditions: ________ (Initial)

Sourcewell

Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cummins Inc., 500 Jackson Street, Box 3005, Columbus, IN 47201 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. WARRANTY. All equipment purchased pursuant to this Contract is governed by the express written manufacturer's warranty (the "Warranty") and is the only warranty offered on the equipment. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE WARRANTY, THERE ARE NO OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THE WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Supplier further warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. To the maximum extent permitted by law, in no event will Supplier be liable under this Contract for consequential, incidental, or special damages, including without limitation any lost opportunity damages or lost profits, or savings, loss of use, loss of data, or downtime, even if it has been advised of their possible existence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

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

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	Cummins Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: James Stalnaker 8AEAAB1D1E4348F...
Jeremy Schwartz	James Stalnaker
Title: Chief Procurement Officer	Title: National Accounts Sales Director
Date: 11/17/2022 | 3:50 PM CST	Date: 11/17/2022 | 2:02 PM PST

Approved:

DocuSigned by:

Chad Coauette

By: 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/17/2022 | 6:54 PM CST

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Cummins Inc.
Does your company conduct business under any other name? If yes, please state:	CSSNA
Address:	500 Jackson Street Columbus, Indiana 47201
Contact:	Kirk Adams
Email:	kirk.e.adams@cummins.com
Phone:	612-270-5540
Fax:	612-270-5540
HST#:	35-0267090

Submission Details

Created On:	Friday August 05, 2022 13:41:52
Submitted On:	Thursday September 22, 2022 08:52:00
Submitted By:	Kirk Adams
Email:	kirk.e.adams@cummins.com
Transaction #:	eb41a4b1-f681-44bc-af26-16fc920a2e26
Submitter's IP Address:	155.190.17.4

6

FINANCE DEPARTMENT

Memo

April 17, 2023

Mr. Rob Brule

First Selectman

Town of Waterford

15 Rope Ferry Road

Waterford, CT 06385

Re: Bid Award – RFQ #23-116 Utility Commission On-Call Engineering Services

Dear Mr. Brule,

On March 2, 2023, Jim Bartelli, Jill Stevens and I opened bids for the above-mentioned project with the attached results.

After a series of reviews and interviews, the Purchasing Agent on behalf of the Utility Commission recommends the contract for this project be awarded to the most qualified and responsive bidders Wright-Pierce, Middletown, CT and Martinez Couch & Associates LLC, Rocky Hill, CT.

Sincerely,

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

Bid Tabulation Sheet Bid#23-116 On-Call Civil
Engineering and Surveyor
11:00 am Bid Opening

Vendor	Total Bid/Bid Schedule Submitted	
	Classification/HOURLY RATES	
Ahneman Kirby, LLC	Principal	$180.00
	Project Manager	$150.00
	Sr. Engineer	$130.00
	Engineer	$115.00
	2M Survey Crew	$150.00
	1M Crew	$110.00
	Classification/HOURLY RATES	
Macchi Engineers, LLC	Principal	$230.00
	Project Manager	$190.00
	Sr. Engineer	$165.00
	Engineer	$145.00
	CAD Operator	$110.00
	Technician	$110.00
	Construction Inspector	$140.00
	Classification/HOURLY RATES	
Haley Ward	Senior Project Manager II	$210.00
	Project Manager I	$165.00
	Engineer/Geologist/Scientist/ Architect/Professional	$145.00
	Senior Designer I	$150.00
	Classification/HOURLY RATES	
Martinez Couch & Associates, LLC	Principal	$250.00
	Senior Technical Specialist	$250.00
	Sr. Project Manager	$233.00
	Project Manager	$222.00
	Sr. Project Engineer	$198.00
	Project Engineer	$174.00
	Staff Engineer	$114.00
	Survey Project Manager/LLS	$162.00
	Senior Cadd Technician	$110.00
	CAD Technician	$88.00
	Field Technician	$88.00
	2-Person Survey Crew	$190.00
	Senior Construction Inspector	$124.00
	Construction Inspector	$98.00
	GIS Specialist	$118.00
	GIS Analyst	$104.00
	Senior Administrator	$140.00
	Administrator	$80.00
	Classification/HOURLY RATES	
CLA Engineers Inc.	Principal/Professional Engineer	$165.00
	Senior Engineer	$140.00
	Engineer	$120.00
	Soil Scientist	$150.00
	Senior Technician	$110.00
	Technician	$100.00

	CAD Drafter	$90.00
	Surveyor	$140.00
	Survey Technician	$90.00
	Two Person Survey Crew	$240.00
	Three Person Survey Crew	$320.00
	Construction Inspector	$95.00

	Classification/HOURLY RATES	
SLR International Corporation	Senior Advisor	$300.00
	Senior Prinipal	$250.00
	Principal 2	$230.00
	Principal 1	$215.00
	Senior 2	$205.00
	Senior 1	$200.00
	Associate 2	$190.00
	Associate 1	$185.00
	Project 2	$170.00
	Project 1	$165.00
	Staff 2	$145.00
	Staff 1	$140.00
	Chief Inspector	$180.00
	Senior Inspector	$155.00
	Inspector	$135.00
	Senior Draftsperson/Technician	$130.00
	Draftsperson/Technician	$115.00
	Party Chief	$135.00
	Survey Crew Member	$105.00
	Administrative 2	$95.00
	Administrative 1	$90.00
	Note: Time will be billed to the nearest 1/4 hour	

	Classification/HOURLY RATES	
Loureiro Engineering Associates, Inc.	Principal/Officer	$225.00
	Project Manager	$162.00
	Project Surveyor (Licensed)	$166.50
	Survey Crew (w/robotic/GPS)	$157.50
	Production Technician	$117.00
	Utility Locating	TBD
	CCTV	TBD
	Drone	TBD
	CAD Manager	$117.00
	Senior Designer	$108.00
	Designer	$85.50
	CAD Operator	$76.50
	Senior Technician	$75.00
	Technician	$70.00
	Administrative Support	$58.50

	Classification/HOURLY RATES	
	Principal/Engineering Manager	$200-260
	Senior Project Manager	$160-235
	Project Manager/Senior Project Engineer/Construction Manager	$130-200
	Senior Project Engineer	$120-210
	Project Engineer	$110-130
	Engineer Intern/Intern Architect	$85-117

Firm	Classification	Hourly Rate
Wright-Pierce	Architect/Structural/Mechanical/Instrumentation/Electrical Engineer	$130-230
	Senior CAD Designer	$110-130
	CAD Designer/Senior CAD Technician	$90-120
	CAD Technician	$60-95
	GIS Analyst	$86-121
	Survey Crew (two people)	$230-250
	Field Service Manager/Technician	$70-110
	Hydrogeologist	$95-150
	Resident Project Representatives/Resident Inspectors	$86-152
	Office Administrator/Engineering Assistant	$63-120
Barton & Loguidice	Classification/HOURLY RATES	
	Principal	$299.00
	Senior Project Manager	$179.00
	Lead Engineer	$179.00
	Construction Manager	$145.00
	Consultant	$179.00
	Senior Project Architect	$145.00
	Land Surveyor	$123.00
	Engineers	$120-179
Cardinal Engineering Associates	Classification/HOURLY RATES	
	Principal in charge	$180.00
	Project Manager	$180.00
	Project Engineer	$150.00
	Civil Engineer	$100-130
	Senior Civil Engineering Tech	$1355.00
	Civil Engineering Tech	$85-120
	Sr. Hydraulic Engineer	$170.00
	Sr. CAD Tech	$135.00
	CAD Tech	$80-100
	Licensed Surveyor	$155
	Party Chief	$100
	Surveyor	$90-100
	Resident Project Representative	$125-160
	Inspector	$75-120
Beta Group Inc.	Classification/HOURLY RATES	
	Project Manager	$238.00
	Wastewater Engineer	$145.00
	Structural Engineer	$145.00
	Wetlands Permitting	$180.00
	Construction Services	$170.00

Note: Escalation of 5% will be applied each January 1st-Prices for subconsultants will be obtained at the time of the assignment and will generally be a lump sum fee that is added to BETA's estimated fee. Subconsultants will be billed at 110% of actual cost.

FIFTEEN ROPE FERRY ROAD · Town of Waterford · WATERFORD, CT 06385-2886

Inter-Office Correspondence

TO: Brandishea Moses – Purchasing Agent

FROM: James A. Bartelli Director of Utilities
DATE: April 12, 2023

RE: Utility Commission On-Call Engineering Services RFQ #23-116

Dear Ms. Moses,

On February 14, 2023, the Utility Commission solicited Request for Proposals for On-Call Engineering services. Eleven firms submitted proposals; staff interviewed three of these firms on March 30, 2023. At the April 11, 2023 regular meeting of the Utility Commission the Commission acted to endorse the staff's recommendation to procure the services of two of the three firms interviewed and to forward such recommendation to the Board of Selectman.

Therefore, the Utility Commission recommends the following firms be awarded the On-Call Engineering Services:

- Wright-Pierce, Middletown, CT
- Martinez Couch & Associates LLC, Rocky Hill, CT

Thank you.

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WATERFORD PUBLIC SCHOOLS

KNOWLEDGE EXCELLENCE RESPONSIBILITY INTEGRITY

Mr. Joseph P. Mancini
Director of Finance

Mr. Thomas W. Giard III
Superintendent of Schools

April 21, 2023

Mr. First Selectman,

The Waterford Board of Education would like to request a bid waiver for the IT Learning Boards project at Waterford High School.

At the April 3, 2023 RTM meeting this project was approved by the RTM under project number 20560-57822. This bid waiver is for two purchases from two companies, both of which offer pricing under the *State of Connecticut DAS Website.*

Waiver 1 – Pro AV Systems $364,825. This is for the purchase, installation of new, and disposal of old boards. Pro AV Systems is the company that has done the previous 4 schools.

Waiver 2 – Dell Technologies $45,922.50. The board of education took a lower cost approach to this installation. In past years the purchase of the smartboard included a higher cost built in computer. This installation a lower cost solution is being pursued and the recommendation was for the purchase of dell machines attached to the boards. Dell is pricing these under the state of Connecticut's pricing.

I will be in attendance for any questions that you may have.

Thanks,

Respectively,

Joseph Mancini
Director of Finance

CC: Board of Finance

Pro AV Systems — AUDIO VISUAL TECHNOLOGIES — Sales | Design | Install

74 Cotton Mill Hill
Suite 335
Brattleboro, VT 05301
www.proavsi.com

Prepared by: John Missale

Number: 22083247
Modified: 2/7/2023
Revision: 0

Contract:
Pricing Valid for 30 Days

Waterford High School

Waterford High School
20 Rope Ferry Rd
Waterford, CT 06385 United States
860-437-6956

Attention:
Mark Geer
mgeer@waterfordschools.org

Waterford High School - 86" Premium

APEX | WBE Woman-Owned

All Electrical and Network Infrastructure to be provided by others unless otherwise noted.

Pro AV Systems

High School 86" Wall Mount

Remove existing Promethean Boards, install new Active Panels and PCs provided by school system using the provided HDMI and USB cables.

68	**Promethean AP9-B86-NA-1** ActivPanel 9 Premium 86"	$299,132.00
	High School 86" Wall Mount Total:	**$299,132.00**

High School 86" Mobile

Remove existing Promethean Boards, install new Active Panels and PCs provided by school system using the provided HDMI and USB cables.

2	**Promethean AP9-B86-NA-1** ActivPanel 9 Premium 86"	$8,798.00
2	**Promethean AP-FSM** Fixed Height Mobile Display Stand/Cart for use with ActivPanel	$750.00
	High School 86" Mobile Total:	**$9,548.00**

High School 75" Wall Mount

2	**Promethean AP7E-U75-NA-1** ActivPanel Nickel 75" - 1 x Pen, Vesa Mount, WIFI Module & Cable Pack Included. ActivInspire Professional Edition availale FOC	$4,398.00
2	**Promethean AP-ASW-70** Adjustable Wall Mount System for use with ActivPanel 65" and 70	$1,350.00
	High School 75" Wall Mount Total:	**$5,748.00**

Dumpster

District will provide dumpster for cardboard and ProAV to provide dumpster for trash

1	**Pro AV Systems Misc Expense** Misc Expense - 15 Yard Roll Off Dumpster	$1,500.00
	Dumpster Total:	**$1,500.00**

Pro AV Systems

Misc

1	**Pro AV Systems Miscellaneous - Parts** Parts needed for a complete system - Raceway and Boxes - Terminations - Adapters - 90 degree corner - 5' Panduit	$975.00
	Misc Total:	**$975.00**

Freight

1	**Promethean Shipping** Standard Shipping for Promethean Panels	$1,200.00
	Freight Total:	**$1,200.00**

Installation

1	**Pro AV Systems Installation - PW** Installation Service for Complete System - OFE Systems Will Be Removed By Pro AV And Cables Provided With The Panels For The Computers Behind The Displays. Pro AV To Install The Computer Wall Brackets.	$31,500.00
	Installation Total:	**$31,500.00**

Pro AV Systems

Band Room		
1	**Epson Corporation EB-PU1008W** 8,500 Lumens WUXGA, No Lens (White)	$6,847.00
1	**Epson Corporation ELPLM10** Middle-Throw Zoom Lens #3 (ELPLM10) Pro G7000 and Pro L1000 series	$1,474.00
1	**Pro AV Systems Miscellaneous - Parts** Parts needed for a complete system. *- Raceway and Boxes* - Terminations - Adapters	$100.00
1	**Extron Electronics DTP HDMI 4K 230 Rx** HDMI Twisted Pair Receiver - 230 feet (70 m)	$375.00
1	**Extron Electronics DTP HDMI 4K 230 Tx** HDMI Twisted Pair Transmitter - 230 feet (70 m)	$375.00
1	**Chief WMA2S** Heavy Duty Wall Mount Accessory, Dual Stud - Silver	$199.00
1	**Pro AV Systems Installation** Installation Service for Complete System	$3,240.00
1	**C2G-Cables To Go 56784** 10ft High Speed HDMI(R) Cable with Ethernet	$10.00
100	**Windy City Wire HDBaseT - Shielded Plenum** Cat6 Shielded Cabling - 23 AWG 4 Pair, Bare Copper Conductor, Shielded, Plenum (Black)	$102.00
2	*Liberty AV Solutions RJ45-STP-L6* Category 6 shielded 8P8C RJ45 Plug with 360 degree shielding	$10.00
	Band Room Total:	**$12,722.00**
PD		
2	**Promethean PROFDEV** On Site Face-To-Face Full Day	$2,500.00
	PD Total:	**$2,500.00**
	Project Subtotal:	***$364,825.00***

Pro AV Systems

Project Summary

Equipment:	**$330,085.00**
Unassigned Labor:	**$31,500.00**
Installation Labor:	**$3,240.00**
Grand Total:	**$364,825.00**

Payment Schedule	Amount	Due Date
Initial Invoice Upon Equipment Ordered (Due Prior to Install)	$255,377.50	
Final Invoice Upon Completion (NET 30)	$109,447.50	

Acceptance:
I hereby state that I am an authorized representative to approve the purchase and acceptance of the items quoted in *the attached documentation along with the above payment terms.*

Name: **Title:**

Signature: **Date:**

Pro AV Systems

PRO AV SYSTEMS RESPONSIBILITIES: *The following items are required by Pro AV Systems:*

1. Pro AV Systems will install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes, including all OSHA guidelines. Unless specifically stated, all work will be performed during the normal working hours of Monday *through Friday, between 8:00AM and 5:00PM*, except for recognized holidays.
2. Pro AV Systems staff and contractors will conduct themselves in a professional, courteous manner, maintaining a clean- cut appearance and acceptable dress. All Pro AV Systems staff is expected to check in and out with you or an assigned contact at the beginning and end of the workday.
3. Pro AV Systems staff will maintain a clean and safe work environment. All unused materials, containers, tools and equipment will be removed whenever possible. Pro AV Systems will take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.
4. Pro AV Systems cannot be responsible for the operation, performance or warranty of equipment outside this contract. Pro AV Systems does not warrant that equipment supplied by others can be connected or will function properly except as specified by the project documentation.
5. Pro AV Systems will provide customer with all operation manuals and warranty documents.
6. Pro AV Systems will acquire, assemble, deliver and test all specified equipment and components to provide you with a fully functional system.

CUSTOMER RESPONSIBILITIES: *The following items are required by the Customer:*

1. Customer to provide a 120 VAC circuit to all specified equipment locations. These circuits should not be "shared" with other items, such as lighting, phone systems, etc
2. Customer to provide all computer equipment and peripheral cables (mouse and keyboard cables), designated at OFE or "provided by others" if required.
3. Pro AV Systems strongly recommends that all electrical circuits supplying power to the system originate from the same power panel and phase. Pro AV Systems will take precautions to prevent hum or distortions created by ground differential, electromagnetic or electrostatic fields and to supply adequate ventilation to all equipment as specified by the manufacturer. Pro AV Systems will notify you of any hum or distortions beyond our control caused by interference with the building structure, electrical or existing equipment and advise you of the alternatives to alleviate the problem. Pro AV Systems will advise you of any unsatisfactory operating condition due to temperature, humidity, ventilation, mechanical structure or other safety concern.
4. Pro AV Systems assumes no responsibility for, and will not perform any work related to, electrical wiring

(120 VAC and above).

5. Any additional work not listed in the original scope of work (per customer RFP) will require a Change Order.
6. All network configurations for any equipment connected to the customer network including but not limited to QOS, VLAN, Routing, Firewalls, Multicast, IGMP.
7. All server configrations if required for Active Directory, Exchange, O365, Azure AD, MS Teams, Zoom.
8. Software licenses or accounts required for an operational system including but not limited to Zoom Rooms and Teams Rooms.

TERMS & CONDITIONS:

Section 1 – Proposal Description

1.A. Proposal Description - The project description and specific work to be performed by Pro AV Systems is contained in the document and from herein referred to as the Proposal.

1.B. Proposal Documents - All work covered by this Proposal shall be contained in the Proposal documents including any *special provisions*, specifications, drawings, addenda, change orders, written interpretations and written orders. Work not covered by contract documents will not be required unless required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, *but not limited to electrical, drywall, painting*, cabinets etc. are not included unless specifically documented in the Proposal.

Pro AV Systems

1.C. Proposal Changes - The owner may order changes, additions or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. Pro AV Systems will provide the owner in writing the amount of additional costs or reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by owner. *Change Orders shall be paid in full upon acceptance* of change and shall not alter the contract's payment schedule. In the case of product unavailability or discontinuation, Pro AV Systems reserves the right to substitute equipment of equal or better quality with owner approval. Pro AV Systems will be held blameless in the case of product unavailability or discontinuation.

Section 2 – General Facility Conditions

2.A. Room Availability - Rooms in which installation is occurring should be made available for the exclusive use of Pro AV Systems during the day(s) of *scheduled installation. The room will be available during normal working hours (M-F, 8:00am-5:00pm)* in eight (8) continuous hour segments. Any delay in schedule that is due to limited access or client usage that results in a return trip by the technician(s) will be subject to an additional expense charge.

2.B. Electrical Outlets and Pathways - Before audiovisual equipment is installed, the customer will need to provide the following requirements: *electrical outlets, floor boxes, conduits and core drills in areas according to specification*. Additionally, all power runs are to be clean and properly grounded. All electrical work pertaining to the audiovisual system will need to run on one phase and be installed to code (NEC). Pro AV Systems is not responsible for installing any conduit, floor boxes, trenches or other appurtenances associated with high voltage (120vac and over) equipment.

2.C. ***Structural Vibrations - Ceiling, walls and floors*** as well as all other building structures that support audiovisual equipment are to be vibration free. At an additional cost, dampening devices can be made available if needed.

2.D. Furniture – Furniture is to be removed prior to construction. If certain furniture cannot be removed, then it will need to be covered and protected *sufficiently by the customer.*

2.E. Ceiling Tiles – The customer is to provide extra ceiling tiles of the same pattern and patch number in any room where suspended ceiling tiles are already installed. Ceiling tiles are assumed to be either 2'x2' or 2'x4' in dimension. Other tile sizes may require additional cost for mounting solutions in *the form of a change order.*

2.F. Merchandise Ownership & Storage – The customer will provide a safe storage area for the equipment sold to or delivered to the job site. Pro AV Systems is not responsible for any loss or damage of merchandise after delivery to the job site except for damage caused by a Pro AV technician (s) during installation.

2.G. Exclusion – The following items are not covered under this agreement and may be subject to additional costs:

1. Acts of Nature: *Such as water damage and/or damages caused by fire*
2. System abuse or misuse that is determined by Pro AV Systems.
3. *User errors – Problems caused by unacceptable connection of equipment*, determined by Pro AV Systems.
4. Shipping – Expedited shipping for accelerated time lines or repaired parts.
5. *Accessories – Hardware, software and/or accessories not provided* or sold by Pro AV Systems.

Section 3 – Existing Equipment

3.A. ***Documentation*** *– When integrating* and/or installing pre-existing equipment into a new system, the customer is asked to provide any documentation that may be required to complete a proper installation. This may include any available source control code or drawings.

3.B. Good Working Order – Pro AV Systems is not responsible for any damage of existing hardware/equipment. The project may be delayed, or a change order may be required if any defective material is found.

3.C. Customer Hardware and Software - Pro AV Systems will not load software of any kind on the customers' computer. Unless stated otherwise, the customer is responsible for all Internet connectivity and computer hardware. In addition, the customer is responsible for the installation of computer software and drivers, *all LAN provisioning*, switches, network connections, and routers. Customer is required to install all operating systems and systems integration that is needed to run the installed interactive or other hardware devices and display equipment.

3.D. Owner Furnished Equipment – If owner is providing equipment (OFE) that Pro AV Systems is required to install, configure and/or control in order to provide a functional system, Pro AV Systems reserves the right to charge additional labor hours if the OFE equipment does not perform as originally specified at the time of Proposal acceptance or according to the manufacturer specification.

Section 4 – Schedule, Payments and Business Terms

4.A. Delays and Postponements – Regarding schedule completion of the job, time is of the essence. If Pro AV Systems is delayed at any time in the process of the work by owner change orders, construction delays, delivery delays, fire, project postponement, unavoidable casualties and/or *other causes beyond the control of Pro AV Systems, the completion schedule for the Proposal* shall be extended at a minimum by the same amount of the time caused by the delay.

4.B. Right of Revision – Pro AV Systems has the right to revise this proposal if information was gained from site visits and other sources that were not available at the time this proposal was created.

4.C. Freight - *Shipment fees are ground service only. If the customer requires expedited shipping, the additional fees will be prepaid* and added to invoice(s).

4.D. Labor – Labor rates are quoted as regular rates that are non-prevailing wage rates and non-union rates. A change order can be processed for a job that requires the technician to be paid prevailing wage rates or require a union technician(s) to account for the difference in labor expenses.

4.E. Project Initiation Terms and Payments – Payment term *details are described in the Proposal. A customer purchase order or signed proposal* is required to begin the project. Invoices will be issued according to the terms outlined in the Proposal. For jobs requiring initial deposits, such deposit is due upon receipt of first invoice and no product will be ordered until the required deposit payment is received. All further invoice billing is due Net (30). Owner agrees that the terms outlined in these Contract Terms and Conditions take precedence over any other terms issued such as those that may be issued as part of a customer Purchase Order.

4.F. Credit Card Payments – Please note there will be a processing fee of 3.25% for payments made by credit card.

Section 5 – Warranty and Other

5.A. Warranty - Pro AV Systems warrants installed systems for a period of 90 days from date of acceptance or first beneficial use. During this time, Pro AV Systems will correct any problems at no charge. *After the initial 90-day period, any additional service needs will be billed at the current service rate.* To provide comprehensive coverage, Pro AV Systems offers extended warranty packages on all installed systems at an additional charge. All warranties do not cover misuse or abuse of the system components or issues caused by owner furnished equipment and interconnected systems provided by others. Interconnected systems include but are not limited to building network infrastructure, telephony (VOIP servers), fire alarms, paging, lighting, security, electrical systems and software. In the event that any of these systems are found to negatively effect the AV system performance, Pro AV Systems shall charge standard service rates on a time and materials basis (minimum 2 hours).

Extended Warranty Package

Pro Care – This warranty covers any and all defects or issues that your system could incur under normal use during the stated warranty period. This includes but is not limited to programming defects, hardware failures, workmanship, warranty processing and exchanges, and any labor required to restore the system to operational order. Hardware warranty replacements are based upon standard manufacturer warranties and replacement policies. Standard ground shipping is included. Standard response times apply.

***5.B. Force Majeure** – Neither Pro AV Systems or the customer* will be responsible for delays that are outside the control of either parties, listed below.

1. Acts of Civil/Military Authorities
2. Floods/Fires/Epidemics or any other acts of God
3. Governmental Rules/Regulations
4. War/Riots
5. *Delays in transportation*
6. Shortages in raw materials/other products
7. Labor Disputes

5.C. Hours – All services will be provided during normal business hours unless otherwise specified in the proposal: Monday-Friday, 8:00am-5:00pm. National and State Holidays are excluded.

5.D. Suspension of Service Right – If the customer's payment(s) is past due, Pro AV Systems reserves the right to discontinue and/or modify any current or future service either temporarily or permanently.

5.E. Limitation of Liability – Pro AV Systems will not be responsible for any damages from delay of delivery, loss of revenue, data business or goodwill. Pro AV Systems will not be liable for any claim that arose more than one (1) year prior to the institution of suit therein.

D&LL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000131114246.2**	Sales Rep	Thomasa Munroe
Total	**$2,047.50**	Phone	(800) 456-3355, 6186414
Customer #	3989882	Email	Thomasa.Munroe@Dell.com
Quoted On	Sep. 09, 2022	**Billing To**	ACCOUNTS PAYABLE WATERFORD PUBLIC SCHOOLS 15 ROPE FERRY RD P O BOX 284 WATERFORD, CT 06385
Expires by	Oct. 10, 2022		
Contract Code	C000000013094		
Customer Agreement #	13PSX0280-MNWNC-108		
Deal ID	24606302		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Thomasa Munroe

Shipping Group

Shipping To

MARK GEER
WATERFORD PUBLIC SCHOOLS
20 ROPE FERRY RD
WATERFORD HIGH SCHOOL
WATERFORD, CT 06385-2894
(860) 440-0565

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF	**$31.50**	**65**	**$2,047.50**

Subtotal:	**$2,047.50**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$2,047.50**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$2,047.50**

 Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

MARK GEER
WATERFORD PUBLIC SCHOOLS
20 ROPE FERRY RD
WATERFORD HIGH SCHOOL
WATERFORD, CT 06385-2894
(860) 440-0565

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF	$31.50	65	$2,047.50

Estimated delivery if purchased today:
Sep. 19, 2022
Contract # C000000013094
Customer Agreement # 13PSX0280-MNWNC-108

Description	SKU	Unit Price	Quantity	Subtotal
Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF	452-BDUY	-	65	-

Subtotal:	**$2,047.50**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$2,047.50**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

D&LL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000138435958.1**
Total	**$43,875.00**
Customer #	3989882
Quoted On	Dec. 02, 2022
Expires by	Jan. 01, 2023
Contract Name	Dell NASPO Computer Equipment PA - Connecticut
Contract Code	C000000013094
Customer Agreement #	13PSX0280-MNWNC-108
Deal ID	24606302

Sales Rep	Thomasa Munroe
Phone	(800) 456-3355, 6186414
Email	Thomasa.Munroe@Dell.com
Billing To	ACCOUNTS PAYABLE WATERFORD PUBLIC SCHOOLS 15 ROPE FERRY RD P O BOX 284 WATERFORD, CT 06385

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Thomasa Munroe

Shipping Group

Shipping To

MARK GEER
WATERFORD PUBLIC SCHOOLS
20 ROPE FERRY RD
WATERFORD HIGH SCHOOL
WATERFORD, CT 06385-2894
(860) 440-0565

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
OptiPlex 5000 Micro	**$675.00**	**65**	**$43,875.00**

Subtotal:	$43,875.00
Shipping:	$0.00
Environmental Fee:	$0.00
Non-Taxable Amount:	$43,875.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$43,875.00

Shipping Group Details

Shipping To

MARK GEER
WATERFORD PUBLIC SCHOOLS
20 ROPE FERRY RD
WATERFORD HIGH SCHOOL
WATERFORD, CT 06385-2894
(860) 440-0565

Shipping Method

Standard Delivery Free Cost

		Quantity	Subtotal
OptiPlex 5000 Micro Estimated delivery if purchased today: Dec. 11, 2022 Contract # C000000013094 Customer Agreement # 13PSX0280-MNWNC-108	**$675.00**	**65**	**$43,875.00**

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Micro BTX	210-BCRF	-	65	-
12th Generation Intel Core i5-12500T (6 Cores/18MB/12T/2.0GHz to 4.4GHz/35W)	338-CCYD	-	65	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	65	-
No Microsoft Office License Included	658-BCSB	-	65	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	65	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	65	-
Thermal Pad for Micro	412-AAZO	-	65	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	65	-
OptiPlex 5000 Micro	329-BGMI	-	65	-
90 Watt A/C Adapter	450-ALFO	-	65	-
US Power Cord	450-AAZN	-	65	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BHDU	-	65	-
Internal Antenna	555-BHDV	-	65	-
Wireless Driver, Intel AX211	555-BHJJ	-	65	-
SupportAssist	525-BBCL	-	65	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	65	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	65	-
Waves Maxx Audio	658-BBRB	-	65	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	65	-
Dell Optimizer	658-BEQP	-	65	-
Windows PKID Label	658-BFDQ	-	65	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	65	-
ENERGY STAR Qualified	387-BBLW	-	65	-
Dell Watchdog Timer	379-BESJ	-	65	-
Quick Start Guide	340-CYEU	-	65	-
Print on Demand Label	389-BDQH	-	65	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	65	-

Shipping Material	340-CQYN	-	65	-
Shipping Label	389-BBUU	-	65	-
Regulatory Label for OptiPlex 5000 Micro 90W	389-ECPO	-	65	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	65	-
Desktop BTS/BTP Shipment	800-BBIP	-	65	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	65	-
Mouse included with Keyboard	570-AADI	-	65	-
No Cable Cover	325-BCZQ	-	65	-
Fixed Hardware Configuration	998-FQOB	-	65	-
Internal Speaker	520-AAVE	-	65	-
No Option Included	340-ACQQ	-	65	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	65	-
Intel vPro Essentials	631-ADES	-	65	-
SMALL BUSINESS	379-BESP	-	65	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	65	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	65	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	65	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	65	-

Subtotal:	**$43,875.00**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$43,875.00**

8

Shannon Withey

From: Kimberly Allen
Sent: Wednesday, April 26, 2023 3:24 PM
To: Shannon Withey
Subject: Transfer
Attachments: FY23 OUT Series Transfer 4-17-23.xls

Shannon,

The memo is incorrect and #4 and #5 should list $1,406. I had corrected the transfer itself but only did one column. Here's the correct transfer request.

Kimberly Allen
Director of Finance
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385
kallen@waterfordct.org
860.444.5842
860.440.0579 (fax)

Town of Waterford CONNECTICUT

8

TOWN OF WATERFORD
TRANSFER REQUEST FORM
Out of Series Transfer Request

Public Works
DEPARTMENT

3rd Quarter - FY23

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Budget Amount
1	10130	52040	Service Contracts & Repairs	$ 65,000	$ (5,085)	8,000		$ 2,915
2	10130	51540	Snow Overtime	$ 56,000	$ 29,422		(8,000)	$ 21,422
3	10130	52470	Solid Waste Disposal	$ 875,000	$ (10,388)	11,000		$ 612
4	10130	51540	Snow Overtime	$ 56,000	$ 21,422		(11,000)	$ 10,422
5	10130	54060	Office Equipment	$ 800.00	$ (1,405.20)	1,406		$ 1
6	10130	51540	Snow Overtime	$ 56,000.00	$ 10,422.00		(1,406)	$ 9,016
7								
8								
9								
10								
					TOTAL	20,406	(20,406)	

Explanation

See attached memo

Department Head Date Date

Director of Finance Date Date

First Selectman Date Date

Commission/Board Approval Date Date

TOWN OF WATERFORD
TRANSFER REQUEST FORM

Out of Series Transfer Request

Public Works
DEPARTMENT

3rd Quarter - FY23

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Budget Amount
1	10130	52040	Service Contracts & Repairs	65,000	(5,085)	8,000		2,915
2	10130	51540	Snow Overtime	56,000	29,422		(8,000)	21,422
3	10130	52470	Solid Waste Disposal	875,000	(10,388)	11,000		612
4	10130	51540	Snow Overtime	56,000	21,422		(11,000)	10,422
5	10130	54060	Office Equipment	800	(1,405)	1,406		1
6	10130	51540	Snow Overtime	56,000	10,422		(1,046)	9,376
7								
8								
9								
10								
					TOTAL	20,406.00	(20,046.00)	

Explanation

See attached memo

email
Department Head

4/24/2023
Date

Kim Allen
Director of Finance

4/25/2023
Date

First Selectman

Date

Commission/Board Approval

Date

INTER-OFFICE MEMORANDUM TOWN OF WATERFORD

To: Kimberly Allen, Finance Director

From: Gary J. Schneider, Director of Public Works

Date: April 24, 2023

Re: Out of Series Transfers – FY23

The Department respectfully requests the following Out of Series Transfers;

Item 1 Service Contracts and Repairs: Increase $8,000

- Increase for Streetlight Repairs. These repairs include failed fixtures and components to "take downs" of the pole where the town must pay to have the fixture re-installed on the new pole.
- Increase in the cost to pump out the oil/water separators at the Municipal Complex. The separators were installed as part of the Municipal Complex project and clean the water before being discharged to the ground or wetlands. Although funds were programmed to pump the units, they were not enough to cover the cost for pumping and the disposal of the solids and liquids.

Item 2 Snow Overtime: Decrease of $8,000

- This year the snow removal crew was called out only 7 times.

Item 3 Solid Waste Disposal: Increase of $11,000

- Costs of disposal and cart replacements are running closer to the Department's FY24 request than our FY 23 Budget. Stressors continue to be cart replacements due to age and Bulky Waste disposal due to increased tonnage tipping fees and increased transportation costs.
- Increase in rental fees for compaction (ram) unit used to load 40 cy trailer with recyclables for transport to Casella in Willimantic. The compaction unit is owned by Casella and we are on monthly rental agreement. They have increased it from $400 to $500 month.

Item 4 Snow Overtime: Decrease of $11,000

- This year the snow removal crew was called out only 7 times.

Item 5 Office Equipment: Increase $1,046.

- 5 Laptops were purchased for use with the new Fleet Software. Mechanics can now call up information at their work areas instead of using one central computer.

Item 6 Snow Overtime: Decrease $1,046

- This year the snow removal crew was called out only 7 times.

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10130 PUBLIC WORKS							
51110 ADMINISTRATION							
10130 51110 ADMINISTRATION	338,287.00	0.00	338,287.00	268,744.52	0.00	69,542.48	79.4%
51130 ENGINEERING							
10130 51130 ENGINEERING	5,558.00	0.00	5,558.00	0.00	0.00	5,558.00	.0%
51210 CLERICAL AND TECHNICAL							
10130 51210 CLERICAL AND TECHNICAL	150,880.00	0.00	150,880.00	129,972.90	0.00	20,907.10	86.1%
51450 EXTRA DUTY							
10130 51450 EXTRA DUTY	0.00	0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES							
10130 51451 EXTRA DUTY REGULAR WAGES	0.00	0.00	0.00	0.00	0.00	0.00	.0%
51510 EQUIPMENT MAINTENANCE							
10130 51510 EQUIPMENT MAINTENANCE	363,810.00	0.00	363,810.00	299,599.12	0.00	64,210.88	82.4%
51520 HIGHWAY MAINTENANCE							
10130 51520 HIGHWAY MAINTENANCE	871,476.00	0.00	871,476.00	656,715.96	0.00	214,760.04	75.4%

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51530 REFUSE COLL.& DISPOSAL							
10130 51530 REFUSE COLL.& DISPOSAL	453,567.00	0.00	453,567.00	322,586.78	0.00	130,980.22	71.1%
51540 SNOW REMOVAL							
10130 51540 SNOW REMOVAL	56,000.00	0.00	56,000.00	26,578.17	0.00	29,421.83	47.5%
51810 OVERTIME							
10130 51810 OVERTIME	52,000.00	0.00	52,000.00	50,547.38	0.00	1,452.62	97.2%
51910 FRINGE BENEFITS							
10130 51910 FRINGE BENEFITS	12,525.00	0.00	12,525.00	11,249.99	1,232.33	42.68	99.7%
51920 F.I.C.A.							
10130 51920 F.I.C.A.	176,263.00	0.00	176,263.00	125,198.82	0.00	51,064.18	71.0%
52010 ADVERTISING							
10130 52010 ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	.0%
52020 POSTAGE							
10130 52020 POSTAGE	400.00	0.00	400.00	303.29	0.00	96.71	75.8%
52030 PROFESSIONAL FEES							
10130 52030 PROFESSIONAL FEES	113,000.00	0.00	113,000.00	71,634.01	37,356.61	4,009.38	96.5%

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52040 SERVICE CONT AND REPAIRS							
10130 52040 SERVICE CONT. AND REPAIRS	65,000.00	0.00	65,000.00	46,396.27	23,688.55	-5,084.82	107.8%*
52050 DUES CONFER							
10130 52050 DUES,CONFERENCES & EDUCATION	2,000.00	0.00	2,000.00	1,305.00	0.00	695.00	65.3%
52060 PRINTING							
10130 52060 PRINTING	100.00	0.00	100.00	73.30	0.00	26.70	73.3%
52070 REIMBURSABLE EXPENSES							
10130 52070 REIMBURSABLE EXPENSES	50.00	0.00	50.00	50.00	0.00	0.00	100.0%
52090 HEATING FUEL							
10130 52090 FUEL OIL	0.00	0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY							
10130 52100 ELECTRICITY	0.00	0.00	0.00	0.00	0.00	0.00	.0%
52110 WATER							
10130 52110 WATER	0.00	0.00	0.00	0.00	0.00	0.00	.0%
52400 MEAL ALLOWANCE							
10130 52400 MEAL ALLOWANCE	2,300.00	0.00	2,300.00	772.01	0.00	1,527.99	33.6%

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52410 STREET TREE MAINTENANCE							
10130 52410 STREET TREE MAINTENANCE	5,550.00	0.00	5,550.00	0.00	0.00	5,550.00	.0%
52450 SITE WORK							
10130 52450 SITE WORK	800.00	0.00	800.00	0.00	0.00	800.00	.0%
52460 STREET LIGHTING							
10130 52460 STREET LIGHTING	95,500.00	0.00	95,500.00	57,638.89	0.00	37,861.11	60.4%
52470 SOLID WASTE DISPOSAL							
10130 52470 SOLID WASTE DISPOSAL	875,000.00	59,300.00	934,300.00	581,890.89	362,797.25	-10,388.14	101.1%*
52475 RECYCLING PROGRAM							
10130 52475 RECYCLING PROGRAM	150.00	0.00	150.00	0.00	0.00	150.00	.0%
52500 OPTIONS AND RIGHTS OF WAY							
10130 52500 OPTIONS AND RIGHTS OF WAY	0.00	0.00	0.00	0.00	0.00	0.00	.0%
52510 RENTAL OF EQUIPMENT							
10130 52510 RENTAL OF EQUIPMENT	5,000.00	6,500.00	11,500.00	9,453.00	2,013.90	33.10	99.7%
52531 LANDFILL CAP MAINTENANCE							
10130 52531 LANDFILL CAP MAINTENANCE	21,000.00	7,200.00	28,200.00	15,475.00	8,075.00	4,650.00	83.5%

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53010 OFFICE SUPPLIES							
10130 53010 OFFICE SUPPLIES	325.00	0.00	325.00	183.28	0.00	141.72	56.4%
53030 OPERATIONAL SUPPLIES							
10130 53030 OPERATIONAL SUPPLIES	18,000.00	3,000.00	21,000.00	17,132.74	3,639.12	228.14	98.9%
53050 ENGINEERING SUPPLIES							
10130 53050 ENGINEERING EQUIP.&SUPPLIES	300.00	0.00	300.00	261.40	0.00	38.60	87.1%
53070 AUTO REPAIRS							
10130 53070 AUTO REPAIRS	201,000.00	50,000.00	251,000.00	188,824.54	42,442.92	19,732.54	92.1%
53090 FUELS AND LUBRICANTS							
10130 53090 FUELS AND LUBRICANTS	200,000.00	0.00	200,000.00	310,258.99	0.00	-110,258.99	155.1%*
53100 TIRES							
10130 53100 TIRES	35,000.00	0.00	35,000.00	34,661.35	338.65	0.00	100.0%
53240 REFUSE DISPOSAL MATERIALS							
10130 53240 REFUSE DISPOSAL MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	.0%
53250 TRAFFIC CONTROL MATERIALS							
10130 53250 TRAFFIC CONTROL MATERIALS	25,000.00	-5,000.00	20,000.00	9,667.94	4,254.81	6,077.25	69.6%

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53300 HIGHWAY MATERIALS							
10130 53300 HIGHWAY MATERIALS	176,500.00	-103,000.00	73,500.00	53,768.07	16,859.14	2,872.79	96.1%
54050 AUTOMOTIVE EQUIPMENT							
10130 54050 AUTOMOTIVE EQUIPMENT	69,145.00	-18,000.00	51,145.00	46,476.91	0.00	4,668.09	90.9%
54060 OFFICE EQUIPMENT							
10130 54060 OFFICE EQUIPMENT	800.00	0.00	800.00	2,205.20	0.00	-1,405.20	275.7%*
55010 TOWN AID ROADS IMPROVED							
10130 55010 TOWN AID ROADS IMPROVED	317,277.00	0.00	317,277.00	155,648.03	10,680.00	150,948.97	52.4%
TOTAL PUBLIC WORKS	4,709,563.00	0.00	4,709,563.00	3,495,273.75	513,378.28	700,910.97	85.1%
TOTAL GENERAL FUND	4,709,563.00	0.00	4,709,563.00	3,495,273.75	513,378.28	700,910.97	85.1%
TOTAL EXPENSES	4,709,563.00	0.00	4,709,563.00	3,495,273.75	513,378.28	700,910.97	
GRAND TOTAL	4,709,563.00	0.00	4,709,563.00	3,495,273.75	513,378.28	700,910.97	85.1%

** END OF REPORT - Generated by Kimberly Allen **

9a

Shannon Withey

From: Jane Adams <janebadams@icloud.com>
Sent: Thursday, April 27, 2023 4:39 PM
To: Shannon Withey
Subject: Reappointment to Harbor Management

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

Hi Shannon,

Would you please arrange for my reappointment to the Waterford Harbor Management Commission, which I chair?

Thank you.
Jane Adams

Motion: That the Members of the Board of Selectmen, along with Director of Fire Services Michael Howley, Director of Human Resources Christine Walters, Town Attorney Nicholas Kepple and Town Labor Attorney Kristi Kelly go into executive session pursuant to Connecticut General Statute §1-200 (6) (B) and/or (E) for purposes of discussing strategy and/or negotiations concerning pending claims and/or litigation related to wage and hour issue and/or attorney-client privileged communications related to the same.