JUSTIN K. AREST
MAYOR

SAMEER AHUJA
KAREN L. BREW
JEREMY A. GANS
DARA B. GRUENBERG
KENNETH L. MAZER
RANDALL B. WHITESTONE
TRUSTEES

ALEXANDRA H. MARSHALL
ACTING VILLAGE MANAGER

OFFICE OF THE
VILLAGE MANAGER
VILLAGE HALL
1001 POST ROAD
SCARSDALE, NY 10583
914.722.1110
WWW.SCARSDALE.COM

Village Board Agenda

January 23, 2024
Agenda Committee 7:30 PM
Village Board Meeting – 8:00 PM

The Village Board will meet in Rutherford Hall at 8:00 PM to conduct the Village Board meeting. All interested members of the public have the option to attend in-person or virtually through Zoom. To participate via Zoom, attend online at https://zoom.us/j/93183703358, or call into the meeting by dialing 1-929-436-2866 and entering the Meeting ID 931 8370 3358. To participate in public comment online, click "Raise Hand," or dial ∗9 if commenting by telephone.

For a brief tutorial or to troubleshoot a problem, see here: https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar. For other user questions, please visit the Zoom Help Center: https://support.zoom.us/hc/en-us.

Roll Call _____

Pledge of Allegiance _____

Mayor's Comments _____

Manager's Comments _____

Public Comment _____

Trustee Liaison Reports _____

Bills

- Trustee Brew _____

Agenda Items

- Approval of Minutes from January 9, 2024 Village Board Meeting _____

Trustee Ahuja

- Resolution re: Public Hearing to Consider Tax Cap Override for the FY25 Budget _____

Trustee Brew

- Resolution re: Purchase of Truck Mounted Leaf Loader _____

Trustee Gruenberg

- Resolution re: Authorization of a Stipend for Employee #9004 _____
- Resolution re: Amendment to Flexible Benefits Plan _____

Deputy Mayor Whitestone

- Resolution re: Appropriation of Funding for American Rescue Plan Funded Projects _____

Public Comment (contingent on commencing no later than 10:00 PM) _____

Written Communications (7)

- Moratorium Local Law (5)
- Jordan Copeland – Winter Overnight Parking
- Madelaine Eppenstein – Vine Cutting

_____

Future Meeting Schedule

Tuesday, February 6, 2024

- 5:00 PM – Village Board Work Session _____

Tuesday, February 13, 2024

- 7:30 PM – Agenda Committee _____
- 8:00 PM – Village Board Regular Meeting _____

Village Hall Schedule

Monday, February 12, 2024 - Lincoln's Birthday-Village Hall Closed

Monday, February 19, 2024 - Washington's Birthday-Village Hall Closed

Motion to Adjourn _____

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

REGULAR MEETING

Rutherford Hall &
Video Conference
Via Zoom
January 09, 2024

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, January 9, 2024, at Rutherford Hall and via video conference at 8:06 p.m.

Present in person were Mayor Arest and Trustees Ahuja, Brew, Gans, Gruenberg, Mazer, and Whitestone. Also present were Acting Village Manager Marshall, Village Counsel Ward-Willis, and Village Clerk Emanuel (via Zoom videoconference).

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Mayors Comments

Mayor Arest wished the public a Happy New Year and encouraged everyone to remain safe throughout tonight's storm event.

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Manager's Comments

Acting Village Manager Marshall notified the public that a press release went out earlier in the day with information and resources on storm preparedness. She also encouraged members of the community to sign up for the Village emergency communication system through Everbridge to stay informed in emergency situations and general information about safety. To find more information, there is a storm preparedness link accessible on the homepage of the website (scarsdale.com).

Acting Village Manager Marshall invited Girl Scout Adelia Bandsma to the podium to inform the public on a project she is currently working on to support veterans in the community. Ms. Bandsma is a member of Girl Scout Troop 1953 and is working on her gold award project. She has decided to bring the Hometown Heroes Project, a nationwide project that many neighboring localities have already initiated, to Scarsdale. Ms. Bandsma will be working with Village Personnel to install military tribute banners on lampposts along the Memorial Day Parade route in the Village Center. Ms. Bandsma's goal is to have the banners installed in time for Memorial Day. Each banner costs $150.00 paid for by families of the veterans being honored and donations

from organizations and businesses in the community. Those interested in donating or seeking more information are encouraged to email Ms. Bandsma at scarsdaleheroes@gmail.com.

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Public Hearings

Deputy Mayor Whitestone opened a public hearing scheduled for this evening to consider a Local Law to Amend Chapter 269 of the Code of the Village of Scarsdale Concerning the Senior Citizen Real Property Tax Exemption and the Real Property Tax Exemption for Persons with Disabilities and Limited Income.

Town & Village Assessor Sirota gave a brief description of the changes and reasons for the changes in code.

As there were no public comments offered Trustee Gruenberg moved that the public hearing be closed; seconded by Trustee Mazer; and approved by a unanimous vote.

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Trustee Gans reintroduced the public hearing opened on December 12, 2023, to consider a Temporary Moratorium on Certain Land Use Applications within the Village of Scarsdale for continuation. The hearing was reopened on a motion entered by Trustee Gruenberg, seconded by Trustee Mazer, and carried unanimously.

The following members of the public provided comments:

Paul Diamond; 5 Circle Road, is opposed to the proposed moratorium and other measures can be taken to address stormwater concerns regarding development.
Darin Dillon; 4 Sage Terrace, would like transparency on what would happen once the moratorium is over.
Robert Frangione; 15 Snowberry Lane, New Canaan, CT, a professional engineer who does not believe a moratorium would solve flooding issues.
Rosmand Young; 6 Norwood Road, supports code review for land use, but does not support the proposed moratorium.
Bana Choura; 63 Church Lane, still objects to the proposed moratorium even with most recent amendments because she does not consider the Village to be in a crisis.
Jeff Wang; 33 Ferncliff Road, indicates that he has been a victim or poor drainage and stormwater issues present in the Village.
Jeff Osterman; 16 Oak Way, made observations based on recent changes to the proposed moratorium. Encourages increased penalties for illegal developments.

Ann Hintermeister; 40 Chase Road, commented that the initial restrictions suggested regarding subdivisions seemed more effective and believes the increase in subdivisions has had a negative impact on the Village.
Boning Liu; 45 Jefferson Road, suggests that a moratorium may not address stormwater and drainage issues as effectively as a comprehensive plan to address drainage and climate change would.
Raj Krishnan; 2 Continental Road, believes in development to enhance the texture and diversity of the Village. Mr. Krishnan also believes that investing in new infrastructure will better address drainage concerns.
Jim Detmer; 29 Woods Lane, is consistent in his support of a moratorium and believes it will provide the Village the space and time to address such an important local issue.
Lee Handler; 17 Morris Lane, indicates that new construction and development should account for drainage and that adequate drainage systems should be required, further indicating that the issue itself is not development, but certain practices and recent climate change.
Bob Harrison; 65 Fox Meadow Road, indicates that moratorium seems complicated and may negatively affect seniors in the community who may want to downsize and maintain the value of their homes.
Eilon Amidor; 69 Morris Lane, thinks a moratorium would be a mistake and would have negative impacts on real estate in the Village and cause unnecessary economic hardship for some.
Eliot Senor; 363 Birdsall Drive, Yorktown Heights, NY, provided facts based on information that has been circulated in the mix of the debate on whether or not there should be a moratorium.
Elana Zimmerman; 2 Carriage House Lane, strongly opposes the moratorium and believes it can harmfully affect the livelihoods of many people of varying professions. She is concerned about the potentially devastating hardship the moratorium could create for many.
Adrienne Price; 4 Herkimer Road, does not believe a moratorium would be helpful and that work can be done internally to correct whatever issues may exist. Ms. Price also assumes that the consensus of the community leans toward opposition to the moratorium.
Cal Petrescu; 11 Crossway, stresses that if revisions to the proposed moratorium can be made within the two weeks between tonight's meeting and the last board meeting, then revisions to the land use codes can be made much more quickly than the proposed 6 months, and those revisions can be made while work carries on.
Susan Douglass; 59 Crane Road, dismayed by oversized homes and subdivisions being developed in the Village lately.
Maura Lee; 19 Woods Lane, believes that it is clear that the amount of greenspace that is being taken up in recent development is not good.

As there were no further public comments offered, Trustee Brew moved that the public hearing be closed; seconded by Trustee Gruenberg and approved by a unanimous vote.

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<u>Public Comment</u>

Robert Harrison; 65 Fox Meadow Road, spoke regarding the investment of the unassigned surplus into treasury bills and encouraged lengthening maturities. Mr. Harrison also expressed concern about the five dollars increase in junior tennis permit fees.

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Trustee Liaison Reports

Trustee Mazer reported that there are many upcoming events tailored to the senior (60+) community and encourages seniors in the Village to join the Senior Club for just fifteen dollars. They provide a wide range of activities and benefits all year round. Interested members of the community should visit scarsdale.com to find out more about how to register and join.

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Trustee Ahuja reported that the Library will be hosting a Blood Drive on January 19, 2024 from 10 am to 4 pm. January 10, 2024 is the last day to nominate the Library for Best of Westchester. The Library just released their list of most checked out books of 2023. The Friends of the Scarsdale Library will also be hosting a Spelling Bee on Friday, March 1st (rain date Friday, March 8th) and those interested in signing up are also encouraged to join as a team. Spelling Bee judges will be Scarsdale Mayor Justin Arest, Library Director Beth Bermel, and New York State Assemblyperson Amy Paulin.

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Bills

Trustee Ahuja reported that he had audited the Abstract of Claims dated January 09, 2024, in the amount of $922,806.83 which included $27,622.67 in Library Claims previously audited by a Trustee of the Library Board.

Upon motion duly made by Trustee Ahuja and seconded by Deputy Mayor Whitestone, the following resolution was adopted unanimously:

RESOLVED, that the Abstract of Claims dated January 09, 2024, in the amount of $922,806.83 is hereby approved.

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Agenda Items

Upon motion entered by Trustee Gans, and seconded by Deputy Mayor Whitestone, the Minutes from December 26, 2023, Village Board Meeting were approved by the vote indicated below:

AYES	NAYS	ABSTENTIONS
Trustee Brew	none.	Trustee Ahuja
Trustee Gans		Trustee Gruenberg
Trustee Mazer		
Deputy Mayor Whitestone		
Mayor Arest		

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Trustee Ahuja

Upon motion entered by Trustee Ahuja and seconded by Trustee Gans; the following resolution regarding Authorizing Scarsdale Library to Propose Library Site Improvements and Pavilion; was approved unanimously:

WHEREAS, the Village of Scarsdale is the owner of the real property upon which the Scarsdale Library is located, 54 Olmstead Road; and

WHEREAS, the Scarsdale Library has been in the process of creating a plan for the improvements to the Library grounds; and

WHEREAS, the Scarsdale Library developed a preliminary master plan which includes a performance patio, story walk, reconfigured front plaza, covered pavilion for outdoor activities and additional landscaping; and

WHEREAS, in order to prepare design plans for the proposed improvements and before construction work can commence, the Scarsdale Library must obtain approval from the Village of Scarsdale, as property owner; and

WHEREAS, to advance the master plan the Library Project Committee solicited professional design proposals for the landscape design, site improvements, site engineering and pavilion design; and

WHEREAS, at its November 13, 2023 meeting and upon the recommendation of the Library Project Committee, the Library Board approved the proposals of DTS Provident, One North Broadway, White Plains, NY for $108,900 for landscaping design, site improvements and site engineering, and Slade Architecture, 77 Chambers Street, New York, NY for $109,485 for the pavilion design: and

WHEREAS, all funding for this project is provided by private dollars raised by the Friends of the Scarsdale Library "Library in the Park" Capital Campaign; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby authorizes the Scarsdale Library to have its design professionals (DTS Provident and Slade Architecture), access the Village's property and prepare plans for the proposed improvements, provided that the Village is listed as an additional named insured and indemnified by the design professionals and any subcontractors performing work at its real property, subject to the Village Attorney's approval as to form and substance of the Certificates of Insurance required herein; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake any administrative acts required of the Village in its role as owner of the real property upon which the Scarsdale Library is located.

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Upon a motion entered by Deputy Mayor Whitestone, seconded by Trustee Brew, and carried unanimously; the agenda was amended to include an amended Local Law to Establish a Temporary Moratorium on Certain Land Use Applications within the Village of Scarsdale.

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Trustee Gans

Prior to acting on the following resolution, the Trustees make the following comments:

Trustee Gans stated, "I will be voting no on this proposal. I agree with my colleagues on the need for a review of our land use and zoning codes, but I do not agree on the need for a moratorium. I do not think that we have identified a compelling emergency or need for such a broad moratorium. This board won't agree on everything, and I respect and understand their opinions. I just happen to feel differently. Our job is to set policy and a decision like this is clearly within the Board's role, but in the past the Board has relied on advice and counsel from staff, outside experts, and our land use boards before making those policy decisions. We're essentially 7 lay people when it comes to land use matters. There have been individual conversations, I know, with staff and council, but our staff has not been asked questions in public about their thoughts on the scope, or any areas that we think should think about adjusting. For example, are there any unintended consequences or inequitable impact when comparing zoning districts and lot sizes. We have retained an outside consultant to guide us, but thus far he has not met with a full board to offer his guidance on the scope of the law, or what can be achieved during the 6 month moratorium. Our Planning Board, which includes a professional planner, issued a memo advising against adoption of this local law. Our zoning board chair, who has a master's in planning, and was instrumental in bringing floor area ratio to our village code 20 years ago, and has been serving on land use boards for decades, wrote a memo advising us against this local law. No

member of either board was asked to appear before us at a public meeting to explain their thoughts. This is different from how we've operated in the past, and I wish that we'd followed past practices before voting on this proposal. All of that said, this is temporary, it is not permanent, and during the 6 months I know that we have the opportunity and will be hearing from staff, our consultant, land use boards, and other members of the community; I just happen wish that that had happened first. I look forward to hearing their opinions, and I look forward to helping craft code revisions that will best serve Scarsdale for years to come.

Trustee Mazer stated, "When the moratorium proposal was initially introduced, it limited almost all construction for 6 months, and as a result of back and forth - input from residents alarmed about the scope of current construction and input from folks in the industry who are impacted firsthand – I believe a reasonable compromise has been fashioned to try and meet the sensitivities on both sides, and I think moratorium tries to both achieve that compromise while also giving some space to he Village to craft a land use policy that reflects current needs and desires of the community. So, for that reason, I support the moratorium."

Trustee Brew stated, "This has been a difficult debate and there are valid points on all sides of the issue. I've thought about them, I've looked into them, I've listened. We as trustees represent the entire community, and we have to make a vote and make a decision on what we think is best for the entire community, and I think that there are economic consequences suffered by every resident in this community due to a confluence of factors. It's certainly not all just building; it is climate change, and all other things, but I really do think that a 6 month pause on as rapid a building as has been taking place will allow us to make some modifications that can only help. I think that we need to have that sensible pause, move as quickly as possible, but do what's best for the entire community so that the resident who live here currently do not continue to bear the economic burden of development."

Deputy Mayor Whitestone stated, "I don't approach this vote lightly. I have spent time thinking about the impact that a temporary moratorium will have on the community – as well as the impact of *not* having a moratorium.
For me, the key considerations are:

- What is the most effective way to ensure that any code changes and adjustments to our land use procedures are the product of careful objectives-based analysis and subject-matter expertise. We've enacted various code changes in recent years, but they haven't addressed the issues we're discussing – and trying to solve for – in a holistic way.
- How can we ensure that our housing stock continues going forward to meet the needs of our families in ways that account for the needs of neighbors and the broad community and the character that has long defined our village in a park.
- How can we make sure village staff have the right tools at their disposal to deal with the amount and pace of development and the resulting impacts on our infrastructure.
- How do we ensure that our land use boards have the necessary interconnectivity, training, and division of responsibilities – avoiding loopholes that advantage one group over another -- to deal with the at times rapid-fire pace of applications.
- Finally, what approach to local land use regulation best serves the most people, because my dedicated colleagues and I serve the interests of the entire community not any specific group, or ourselves.

Change is a constant, and Scarsdale through the years has proved adaptable, vibrant, and dynamic; just look at the rebound from Covid! But our village has also always tried to be the best version of itself, defined by a community mindset and sense of public spirit. In line with this, I believe a brief and somewhat limited "time out" – importantly, both finite in terms of time and limited in scope – gives us a chance to undertake bringing our long-run code in line with real-world outcomes and best practices to ensure that they align with the community's long-term vision. The larger point is that this is not about standing still, this is about moving forward in a thoughtful way.
For all of these reasons, I vote 'Aye.'"

Trustee Gruenberg stated, "After listening to many comments, I was not necessarily in favor of the original proposed local law, which was a very broad moratorium. And I think this board has done a lot of work with our land use professionals to try to thread that needle,
and we're not going to make everyone happy. I know that everywhere I go in town I get lobbied on one side or the other. I'd love for someone to talk to me about something else, but that's okay. I signed up for this job. But I think ultimately, we've kind of found something that I feel comfortable voting in support of, that's balanced. Again, it is a pause, and we have committed to it being 6 months and not going beyond that. And I also feel confident because we do have a land use consultant lined up who has started working already. Thank you."

Mayor Arest stated, "Thank you. I just want to thank all my colleagues. This hasn't been easy, but I think we've wound up in a productive place where we can actually accomplish something really important. This part is absolutely just temporary. So, I want to thank everyone for being thoughtful and considerate. Trustee Gans, I respect you and I appreciate your comments, and I will appreciate your involvement in the land use part of this. I'm happy to talk after because I don't really want to spend time rebutting some of the inaccuracies in the statement that you made, including about the planning board, but I'm happy to do that after the meeting."

Upon motion entered by Trustee Gans and seconded by Trustee Gruenberg; the following resolution Adopting a Local Law to Establish a Temporary Moratorium on Certain Land Use Applications within the Village of Scarsdale; was approved by the vote indicated below:

WHEREAS, the Village Board has considered a proposed local law to establish a temporary moratorium on certain land use applications within the Village of Scarsdale; and

WHEREAS, a duly noticed public hearing was held on this proposed local law on Tuesday, December 12, 2023 and Tuesday, January 09, 2024; and

WHEREAS, this is a Type II action in accordance with SEQRA and therefore no further environmental review is required; and now, therefore, be it

RESOLVED, that the Village Board hereby adopts the proposed local law to establish a temporary moratorium on certain land use applications within the Village of Scarsdale.

AYES	NAYS	ABSTENTIONS

Trustee Brew
Trustee Gruenberg
Trustee Mazer
Deputy Mayor Whitestone
Mayor Arest

Trustee Gans

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Trustee Gruenberg

Upon motion entered by Trustee Gruenberg, and seconded by Trustee Mazer, the following resolution regarding an Appointment to the Board of Architectural Review; was approved unanimously:

WHEREAS, the Board of Architectural Review consists of seven members and two alternate members appointed by the Village Board for three-year terms; and

WHEREAS, Suzanne Cregan-Donat was appointed by the Village Board of Trustees to serve as a member for a three-year term ending April 6, 2026, but has submitted a letter of resignation effective January 8, 2024; and

WHEREAS, Gina Farrenkopf is currently an alternate member of the Board of Architectural Review; and

WHEREAS, the Village Board met on December 19, 2023, to discuss potential candidates to fill the vacancy on the Board of Architectural Review and herein recommends that Ms. Farrenkopf be appointed as full member to the Board of Architectural Review to serve the unexpired term of Suzanne Cregan-Donat; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby appoints Gina Farrenkopf to the Board of Architectural Review as a member to fill the unexpired term of Ms. Cregan-Donat, ending April 6, 2026, or until such time as a successor is appointed.

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Trustee Mazer

Upon motion entered by Trustee Mazer, and seconded by Deputy Mayor Whitestone, the following resolution Establishing Fiscal Year 2024-25 Recreation Fees and Charges; was approved unanimously:

WHEREAS, the Village annually reviews its Recreation Fees and Charges with input from the Advisory Council on Parks and Recreation and the Village Board of Trustees; and

WHEREAS, the Village Board of Trustees reviewed the proposed Fiscal Year 2024-25 Recreation Fees and Charges Schedule at their January 9, 2024 meeting and approved the proposed fee changes as presented; and

WHEREAS, the Fiscal Year 2024-25 increases are proposed for the following new and existing programs, as detailed in the January 2, 2024, memorandum attached hereto; now, therefore, be it

RESOLVED, that the fees and charges for recreation programs identified in the Recreation Fees and Charges Schedule, dated January 2, 2024, attached hereto and made a part hereof, are herein adopted and shall remain in effect unless amended by Resolution of the Village Board of Trustees.

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Deputy Mayor Whitestone

Upon motion entered by Deputy Mayor Whitestone, and seconded by Trustee Brew, the following resolution Adopting a Local Law to Amend Chapter 269 of the Code of the Village of Scarsdale Concerning the Senior Citizen Real Property Tax Exemption and the Real Property Tax Exemption for Persons with Disabilities and Limited Incomes; was approved by the vote indicated below:

WHEREAS, the Village Board has considered a proposed local law to amend Chapter 269 of the Code of the Village of Scarsdale concerning the senior citizen real property tax exemption and the real property tax exemption for persons with disabilities and limited incomes; and

WHEREAS, a duly noticed public hearing was held on this proposed local law on Tuesday, January 09, 2024; now, therefore, be it

RESOLVED, that the Village Board hereby adopts the proposed local law to amend Chapter 269 of the Code of the Village of Scarsdale concerning the senior citizen real property tax exemption and the real property tax exemption for persons with disabilities and limited incomes.

AYES	NAYS	ABSTENTIONS
Trustee Brew		

Trustee Gans
Trustee Gruenberg
Trustee Mazer
Deputy Mayor Whitestone
Mayor Arest

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Upon motion entered by Deputy Mayor Whitestone, and seconded by Trustee Ahuja, the following resolution Accepting a Gift from the Bowman Family Foundation for the Scarsdale Police Department; was approved unanimously:

WHEREAS, Mr. And Mrs. Matthias Bowman (The Bowman Family Foundation) of Scarsdale have offered to donate $2,000 to the Village for the sole purpose of providing additional funding for Police Department projects selected by the Village of Scarsdale Police Chief and approved by the Village, as stated in the letter dated December 15, 2023 from The Bowman Family Foundation attached hereto and made a part hereof; and

WHEREAS, pursuant to Policy #106 of the *Village of Scarsdale Administrative Policies and Procedures Manual* entitled, "Gifts to the Village of Scarsdale", acceptance of all gifts valued at $500 or more must be approved by the Village Board of Trustees, now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby accepts the gift of $2,000 from the Bowman Family Foundation; and be it further

RESOLVED, that said funds be deposited in the appropriate account for the Police Department as determined by the Village Treasurer; and be it further

RESOLVED, that the Village Board of Trustees hereby extends its heartfelt thank you to Mr. and Mrs. Matthias Bowman for their generosity to the Village of Scarsdale Police Department.

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Written Communications

Village Clerk Emanuel reported that twenty (20) communications have been received since the last Board of Trustees meeting:

- 18 communications regarding the proposed temporary land use moratorium.
- An email from Heedan Chung on behalf of the LWVS regarding proposed Village governance code amendments.
- An email from Robert Harrison regarding investment of the unassigned fund balance.

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Future Meeting Schedule

- Tuesday, December 26, 2023 – 8:30 AM – Village Board Limited Agenda Meeting

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The Village Board entered the Town Board meeting at 10:03 pm.

Upon adjournment of Town Board meeting, and there being no further business to come before the Board, the meeting was immediately adjourned at 10:06 pm on a motion entered by Trustee Gruenberg, seconded by Trustee Brew, and carried unanimously.

Respectfully submitted,

_____

Taylor C. Emanuel
Village Clerk

RESOLUTION RE: **SETTING A PUBLIC HEARING ON A LOCAL LAW AUTHORIZING A REAL PROPERTY TAX LEVY IN EXCESS OF THE NEW YORK STATE CAP**

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale to be held on Tuesday, February 13, 2024, at 8:00 p.m. in Rutherford Hall in Village Hall, and via Zoom video conferencing, to consider a proposed local law to amend a local law authorizing the Board of Trustees to adopt a budget for the 2024-2025 Fiscal Year that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c, as attached hereto and made a part hereof; and be it further

RESOLVED, that members of the public wishing to present comments may do so in person or online during the public comment phase of the hearing by accessing the meeting at https://zoom.us/j/93183703358, or by calling in using 1-929-436-2866 and entering the Meeting ID, 931 8370 3358; and be it further

RESOLVED, that the Village Clerk is directed to advertise said Public Hearing.

Date: January 23, 2023

INTRODUCTORY LOCAL LAW #___ of 2024

AN INTRODUCTORY LOCAL LAW CREATING A NEW ARTICLE TO CHAPTER 269. ARTICLE XII "TAX CAP OVERRIDE"

BE IT ENACTED by the Board of Trustees of the Village of Scarsdale as follows:

A local law to override the tax levy limit established in General Municipal Law §3-c.

Section 1. Legislative Intent

It is the intent of this local law to allow the Village of Scarsdale to adopt a budget for the fiscal year commencing June 1, 2024 –May 31, 2025 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Limit Override

The Board of Trustees of the Village of Scarsdale, County of Westchester, is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2024 through May 31, 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. Severability

If a court of law determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

SCARSDALE
1701
NEW YORK

MEMORANDUM
Treasurer's Office

To: Alex Marshall, Acting Village Manager

From: Ann Scaglione, Village Treasurer

Date: Wednesday, January 17, 2024

RE: Real Property Tax Cap Override Public Hearing and Local Law

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In 2011, New York State enacted legislation that established a property tax cap which limits growth in the property tax levy. Under this law, the total amount to be raised through property taxes charged on the municipality s taxable assessed value of property is capped at 2% or the rate of inflation, whichever is less.

The Allowable Levy Growth Factor established by the New York State Comptroller for Villages for the 2024-2025 fiscal year is 1.02%; and the Tax Base Growth Factor assigned to the Village of Scarsdale is 1.0113%, resulting in an Allowable Tax Levy Increase over the current year of 3.57%.

Local communities can override the property tax cap. Subdivision 5 of Section 3-c allows local governments to adopt a budget requiring a tax levy greater than the property tax cap pursuant to the local governing body adopting a local law overriding the cap. The override must be made by 60% of the members of the governing body, which in our case is 5 votes.

It is prudent for the Village Board to consider adopting this override law early in the budget process to allow for the required public notice, review and hearing period prior to the statutory May 1, 2024 budget adoption deadline. Adopting the local law to override the tax cap does not preclude the Village Board from adopting a budget in compliance with the property tax cap, it simply allows for the option and protects the Village from any penalties.

Attached please find a resolution for inclusion on the January 23, 2024 Board of Trustees meeting agenda to schedule a public hearing to adopt a local law to override the NYS Property Tax Cap. The local law can be adopted any time prior to the adoption of the budget.

Please feel free to contact me with any questions or comments. Thank you.

RESOLUTION RE: PURCHASE OF TRUCK MOUNTED LEAF LOADER

WHEREAS, the Village Board has authorized the purchase of truck mounted leaf loader as part of the adopted 2020/2021 annual budget; and

WHEREAS, the Village Board has adopted a local law on November 14, 2023, authorizing the Village to utilize contracts awarded on the basis of best value; and

WHEREAS, the Village Board has adopted Administrative Policy #201, recently amended/adopted on December 14, 2021, which establishes procurement process; and

WHEREAS, Public Works Department has reviewed Contract 093021-GEP from the Sourcewell purchasing cooperative and recommends utilizing this contract for the purchase of truck mounted leaf loader; now, therefore, be it

RESOLVED, that, in accordance with Administrative Policy 201, the Village Manager is hereby authorized to issue a purchase order against Sourcewell Contract 093021-GEP in substantially the same form as attached hereto with Trius Inc., of 458 Johnson Avenue, Bohemia, NY 11716, in the amount of $168,049, with all costs to be charged to Capital Budget Account H-5197-963 2021-052; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake all administrative acts required pursuant to the terms of the agreement.

Date: January 23, 2024

SCARSDALE
1701
NEW YORK

To: Alexandra Marshall, Acting Village Manager

From: Tyler Seifert, Department of Public Works

Date: January 18, 2024

MEMORANDUM
Department of Public Works

Purchase of Truck Mounted Leaf Loader

The Village of Scarsdale Public Works Department recommends utilizing the attached Sourcewell Contract for the purchase of a truck-mounted leaf loader. The Village Board previously authorized the purchase of the truck mounted leaf load as part of the adopted 2020/2021 capital budget, but this purchase was put on hold during the pandemic as part of austerity spending. This leaf loader is hook-lift hoist-mounted, which means it can be taken on and off the truck when it is not leaf season. It has an articulating leaf collection arm that only requires one person to operate. Purchasing this leaf loader will eliminate the need for one rental truck and two seasonal laborers during leaf season.

MUNICIPAL & CONTRACTORS' EQUIPMENT

TRIUS inc.

SINCE 1959

458 JOHNSON AVENUE • PO BOX 158 • BOHEMIA, NY 11716
631.244.8600 • FAX 631.244.8661
www.triusonline.com

January 5, 2024

Public Works Department
Village of Scarsdale
25 Ramsey Road
Scarsdale, NY 10583
Sourcewell Account #92002

ATTN: Jeff Coleman; Superintendent

Dear Jeff,

Trius Inc. is pleased to provide a quote to you on the following equipment off Sourcewell Contract #093021-GEP.

One (1) Bonnell Olympian II Hooklift Mounted Leaf Pro Plus

- Hooklift System: Stellar
- Hooklift Model: 174-20-52 (62" Hook Height)
- 30 Yard Containment Box Mounted on a Skid
- Radiused and Tapered for "No Stick" Dumping
- Top Hood Straight Rearward Air Exhaust
- Hydraulic Tailgate with Auto Latch and Full Lift Feature
- DOT Compliant Lighting with All LED Lighting
- 99 HP John Deere Diesel Engine (This Engine Requires DEF Fluid)
- Secondary Prescreen in Front of OEM Radiator Screen
- 40 Gallon Aluminum Fuel Tank with Sight Gauge
- Fuel Sending Unit with Electronic Readout on Control Panel
- 30" Diameter Direct Driven 5 Blades of Ar400
- Blower Housing Liner
- Elbow Liner
- Clear Urethane Collection Hose. (.06" Wall)
- Quick Disconnect on Suction Hose at Blower Housing Connection
- Curb Side Pickup with Overhead Boom
- Fully Accessible Hydraulic Valve on Swing Out Bracket
- Proportionally Controlled Three Axis Collection Boom
- Engine Controls With E-Stop and Diagnostics
- Hall Effect Joystick (IP67 Rated)"
- Front Facing and Rear Facing Amber Flashers

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www.triusonline.com

- Hydraulic Clutch in Lieu Of Fluid Coupler. Operates With Switch at The Operators Console
- Directional Light Bar Installed Rearward Facing on Tailgate
- Cleanout Door Installed in Blower Housing Cover. Allows Cleanout of Blower Housing without Removing Cover.

BASE SOURCEWELL PRICE W/ OPTIONS	**$160,049.00**
FREIGHT	**$5,000.00**
INSTALLATION	**$3,000.00**
TOTAL SOURCEWELL PRICE	**$168,049.00**

Delivery: Summer 2025

If you have any additional questions, please feel free to give me a call.

Very truly yours,

Tom Iacobellis
Sales Representative

DocuSign Envelope ID: 70A29FDC-FCAB-4ECA-8A36-7184AE4EB214

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Products, Inc., 5405 Industrial Parkway, San Bernardino, CA 92407 (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 Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies 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 16, 2025, 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 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.

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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 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. Supplier 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

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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;

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- 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 Change 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

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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. 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:

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- 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, 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

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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 Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither 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.

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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 claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission 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. 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, stored, used, 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,

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

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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.

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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.

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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-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

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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. *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

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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.

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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.

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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

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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

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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 not 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 an 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.

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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

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 11/15/2021 | 11:25 AM CST

Global Environmental Products, Inc.

DocuSigned by:
Chad Bormann
312C4683C5E642F...

By: _____
Chad Bormann
Title: Vice President/Director of Sales

Date: 11/15/2021 | 11:07 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 11/15/2021 | 1:55 PM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Global Environmental Products, Inc
Address:	5405 Industrial Parkway San Bernardino , CA 92407
Contact:	Chad Bormann
Email:	cbormann@globalsweeper.com
Phone:	850-377-4926
Fax:	909-713-1613
HST#:	45-0647559

Submission Details

Created On:	Tuesday September 21, 2021 12:35:15
Submitted On:	Monday September 27, 2021 08:10:32
Submitted By:	Chad Bormann
Email:	cbormann@globalsweeper.com
Transaction #:	cfad1fe7-906a-4e28-8239-922e71271eca
Submitter's IP Address:	75.162.79.141

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Global Environmental Products, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Karcher Municipal GmbH Holder Tractors Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Global Sweeping Solutions, Inc	*
4	Proposer Physical Address:	5405 Industrial Parkway San Bernardino, CA 92407	*
5	Proposer website address (or addresses):	www.globalsweeper.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Naomi Thompson Operations Manager 5405 Industrial Parkway San Bernardino, CA 92407 nthompson@globalsweeper.com Office: 909-713-1601 Mobile: 909-631-8855	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Global Environmental Products, Inc. was founded in April of 2011 in San Bernardino, CA. We are the leading manufacturer of Purpose built street sweepers, offering the worlds only Diesel Electric Hybrid Sweeper, Zero Emission Fuel Cell Sweeper as well as Class 6 and Class 7 Fully Electric Sweepers. Global participates in all markets of the sweeper business offering Purpose built and Commercial truck mounted mechanical, regenerative air and vacuum sweepers. The origins of the company date back to 1947, originally the Wayne Sweeper Company based in Pomona, CA. Global employees approximately 80 individuals, with many key employees having 25 plus years of experience with the sweepers produced. Global finished 2020 with an $46M in sales. Our core values include designing and producing street sweepers for all markets, that are reliable, affordable and innovative. We focus heavily on the future and cutting edge "Green" Technologies such as fully Electric Plug In, Diesel Electric Hybrid and Hydrogen Fuel Cells street sweepers that will reduce the "Carbon Footprint" and reduce emissions of our customers. We pursue excellence through dedication to the products and services we provide and support, through our employees and their skills and knowledge, and the relationships we uphold with our dealers and customers.	*
10	What are your company's expectations in the event of an award?	In the event of an award, we will work with Sourcewell for continued support and assistance through education of our Dealer Network and Global sales team. Attendance of Sourcewell Universities will be strongly encouraged to our Dealers and sales personnel. We will continue to grow our annual sales through utilization of the Sourcewell Contract, as we have done each year since 2017. We will represent both our company and Sourcewell with the highest of standards, and will market and promote all to our best abilities. We expect a very active 2022 and moving forward as Governmental purchasing recovers from the Covid 19 pandemic. To begin, we anticipate an estimated $1.6M order from Washington DC for 3 electric sweepers, utilizing the Sourcewell contract. In addition, Global is increasing our product offering this term through partnership to address the "compact" sweeper market. Said product offering will be serviced and supported by Global and our Dealer Network. This partnership will increase the scale our target market and will utilize the benefits provided by/ through Sourcewell.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please review the attached folder under the financial strength and stability folder. Folder contains 2020 Profit and Loss Statement, Citizens Bank, Tab Bank referral letter, Dun and Bradstreet standing	*
12	What is your US market share for the solutions that you are proposing?	With Global Sweepers holding steady at roughly 200 street sweepers produced and sold annually, our estimated market share in the United States is approximately 15%, based on municipal populations of 10,000 and greater.	*
13	What is your Canadian market share for the solutions that you are proposing?	Global estimates a 5-7% market share throughout Canada, reflecting a stronger presence in Western Canada, primarily in the Provinces of BC, AB, and SK. With new representation in ON and the Atlantic Maritimes, primarily focusing on electric equipment, we project slow but steady growth throughout ON and QC over the next 5 years.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Global Environmental Products, Inc. is a street sweeper manufacturer. Global works with a dealer network consisting of 32 dealers that cover the entire United States and Canada. All sales representatives are employees of a third party, aside from Global's 5 Regional Sales Managers.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Global retains a Vehicle Manufacturer's License issued by the State of California DMV, as we manufacture our own purpose built chassis. Global retains a Vehicle Dealer License issued by the State of California DMV, as we handle direct sales to California Department of Transportation and New York Sanitation. All other licenses are held by our local dealers throughout North America. Global Environmental Products, Inc is an ISO 9001:2015 Certified Manufacturer. NOTE: All licenses, certificates attached in Misc. Folder	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Global is leading all sweeper manufacturers worldwide with our EV Technology at a Class 7 Level. DSNY - The City of New York Dept. of Sanitation: https://www1.nyc.gov/assets/dsny/site/resources/press-releases/clean-streets-clean-air-new-york-city-department-of-sanitation-unveils-first-of-its-kind-all-electric-street-sweeper	*
19	What percentage of your sales are to the governmental sector in the past three years	95% +	*
20	What percentage of your sales are to the education sector in the past three years	1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell - 2018-21 YTD Reported: $5,110,466.00 Sourcewell - Orders in in 2021 - not yet reported for Q3: $1.6M (City of Denver - M4EV, Colorado DOT - 2 X M4EV) HGAC - 2018-21 YTD Reported: $969,566.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - $391,577.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA	Mark Stevens	916-808-5869	*
City of Hanford, CA	Tommy Bettencourt	559-585-2554	*
City of Fort Collins, CO	Jake Rector - Senior Buyer	970-221-6776	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Sacramento	Government	California - CA	Supply Regenerative Air Sweepers	$309,500	$1,547,500	*
NYDS	Government	New York - NY	Supply Sweepers and Parts	Multiple	$49,604,995	*
Colorado DOT	Government	Colorado - CO	Supply Electric Sweepers	$550,000	$1.2M	*
INDOT	Government	Indiana - IN	Supply Mechanical Sweepers	$300,000 X 8	$2.4M	*
California DOT	Government	California - CA	Parts, Equipment, Service	Multiple	$3.162M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*
26	Dealer network or other distribution methods.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*
27	Service force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Global will utilize a Business- Government order process. 1. Customer will communicate with Global Environmental Products, Inc OR their local Dealer regarding Sourcewell Contract Purchasing 2. If the customer is already a Sourcewell member, Global or the local Dealer will procced a. If the customer is not already a member, we will assist the agency with becoming a member 3. The local Dealer will assist with specifications and pricing, with exception to Global Direct accounts such as New York, Caltrans, etc., in which case Global will assist with providing this information 4. Final quotation will be generated and submitted to the Local Public Agency, including freight to the end user 5. The end user accepts the quotation and moves forward with issuing a Purchase Order to either their Local Dealer or directly to Global Environmental Products, Inc 6. If Purchase order was received by the local Dealer, they in turn issue a Purchase order to Global Environmental Products, Inc. 7. Machine will be built and delivered to end user. 8. If Dealer receives PO, they will submit a copy of their Dealer to End User invoice to Global Environmental Products, Inc. 9. Global adds the purchase to their quarterly report. Global makes all quarterly report payments to Sourcewell regardless of if the PO was received by the local Dealer or by Global Environmental Products, Inc.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Please see attached "Distributor Policies and Procedures" Booklet, attached within our "Warranty" folder: GEP views excellent customer service as a most critical component of the manufacturer/dealer/customer relationship. GEP believes strongly that a good product will sell itself the first time, but excellent customer service is what leads to repeat business and growth. Upon the initial sale of a Global street sweeper we thank the customer for the opportunity to meet their street cleaning needs. Part of that opportunity is the ability at that point to prove that our customer service is second to none. The primary contacts for customer service are our partners on the dealership level. The five (5) Regional Sales Managers (RSM) at GEP work closely on a continuous basis to educate our dealers on all aspects of Global street sweepers. This training is done at national meetings, regional meeting and through personal visits that occur throughout the year, on site at our dealers locations. The GEP RSMs assist dealers with demonstrating equipment to the customer, listening to the customer's needs and assisting with specification review to ensure the customer is buying the proper equipment to best suit the applications. From there the RSMs work to build budget numbers if necessary or a formal quote and walk them through the procurement process. All dealers are required to have their service technicians factory trained with at the GEP factory or at the dealership by a Global factory service technician. Prior to delivery of a GEP street sweeper, dealers go through an extensive Pre Delivery Inspection process that is an integral part of that training. Putting a Global street sweeper in service with the customer involves a full day of mechanics training and a full day of operator training. These training sessions include, but are not limited to: * Pre trip inspection of sweeper * Daily maintenance and adjustments * Weekly maintenance and adjustments * Review of common wear items and schedule of replacement * Review of Preventative Maintenance work and schedule of recommended PMs * Safety procedures for performing work on the sweeper * Safety procedures for operating the street sweepers * Walk around and review of function of all standard and optional features on sweeper * Best sweeping practices * In cab adjustments to ensure optimal sweeping in varying conditions * Debris dumping procedures * Sweeper cleaning * Daily greasing As often times customer's personnel change over, GEP offers additional training throughout the ownership of the sweeper, free of charge. All GEP dealers are required to stock a recommended quantity and appropriate selection of parts to service the sweepers in their respective territories. GEP offers yearly service schools, organized through our local dealer dealer network, to continue to educate our customer's service technicians. GEP and the dealer offer parts at a discounted price to incentives customers to attend these service schools helping to ensure that they not only have the knowledge to keep their machines running properly, but the components needed. GEP has parts repositories at the factory in California and at the GEP service center in the Bronx, NY. This inventory of spare parts designed to back up the dealer networks stock of parts averages $9M/month. GEP has East coast and West coast Service Technicians available by phone to support the dealer network, or if necessary, the customer directly from 7:00am EST through 6:00pm PST. If an in-person service response is required to repair a customer's sweeper, the goal of every GEP dealer is 24 - 36 hours for both technician and required components to be on site for repair. In rare instances where a customer's sweeper may be in operable for an extended period of time, GEP will work with the local dealer to assist procuring a comparable GEP loaner while repairs are being made. Between dealer demo units, dealer rental units and GEP factory demo units, there are on average 50 units across North America to draw upon.	*

30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Detailed marketing plan uploaded for your review. Brochures for products in standalone folder within the same attachment	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Also detailed in attached marketing plan Sourcewell page on www.globalsweeper.com: https://globalsweeper.com/about-us/purchasing-contracts/sourcewell-purchasing-contract	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role will be continued education, to provide marketing and collateral materials when requested - such as hard copy brochures, digital of said materials, assistance when needed through calls and web meetings for legal assistance and other benefits offered through this program that answer questions that our customers may have.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not at this time	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Global offers full sales, product comparison, product delivery, startup, and service follow up training as a standard feature/ benefit for our products to our customers. We offer scheduled regional service schools for all customers as well as an "open door" policy at our factory in San Bernardino, CA. No cost applies for training or schools. Our service and parts managers of over 30+ years experience with our products perform the training.	*
40	Describe any technological advances that your proposed products or services offer.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. Global meets Buy American Requirements	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PM-10 Certification through SCAQMD Cummins CNG engine certification for use in Global sweepers	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Global meets Buy American Requirements with our purpose built equipment. Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. We are offering one of the largest ranges of product in comparison to other sweeper manufacturers which provide solutions to Sourcewell Member's applications and needs.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in Manufacturer Warranty Statements as attached	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard warranty is subject to 1 year/ 1200 hours, whichever comes first as described in Manufacturer Warrant Statements. Extended warranties for parts and/ or labor are available for a variety of terms and hours.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Our warranties cover the expense of technicians mileage to perform warranty repairs but not time of travel. All described in our attached Distributor Policies and Procedures booklet.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Our dealer network accepts trade-ins for new equipment. Value can be discussed with a member and their local dealer/ Global rep. With warranty provided combined with a member's ability to see a piece of equipment operate in their area, the need for returning or exchanging a product does not typically apply.	*
51	Describe any service contract options for the items included in your proposal.	Our dealer network offers tailored "service contracts" as a purchased item as required by the Sourcewell Member.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30 Accepted Payment Methods: Check, ACH, Wire Transfer, Credit Card	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available and typically offered by the Sourcewell Members local dealer. This includes standard leases as well as leases with different purchase options at the end of the term such as a Fair Market Value Lease. Rates and Terms can vary and be tailored to the members needs and based on their application. Global and our Dealer Network are very involved with National Cooperative Leasing and our rep - Jake Ost.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Examples provided in attachment: Quotation Form - Including terms, etc. Warranty Registration Form Order Confirmation Form	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Not at this time.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Global Environmental Products, Inc is offering percentage discounts from our List prices. For all equipment in this RFP, the discount equates to 5% off list price. Sourcewell's discount is visible and labeled as "Contract Price" in a column on each price sheet next to "List Price". Each model offered is represented on its own - stand alone price sheet. Price sheets note that freight is in addition - FOB: Factory location. In all cases, we shop for the best, most competitive freight offered at the time the machine is ready to ship. Freight price will never exceed what is quoted at the time the quotation is offered to the Sourcewell Member. For this proposal, we have also added a third column that reflects Canadian pricing. Labeled "CAD Contract Price", it reflects a conversion rate of $1.35 : $1, and at time of quotation, can be adjusted to the current exchange rate at that time, staying below published ceiling pricing.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For all Global equipment utilized by Sourcewell and its members, the discount is 5% from current list price.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts may apply when a large quantity of machines is being purchased at one time. Discount will be discussed on a case by case occurrence.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Items such as Truck chassis utilized in production of the V6 Sweeper model will be passed through at cost.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight to the Sourcewell Member is not included in this proposal. The local Dealer will provide a freight charge to the Sourcewell Member on each quotation.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. This will be gathered by our local Global Dealer that covers/ supports AK, HI, and Canada. This price will include fees from customs broker, cargo freight, freight to and from the local port, etc. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Sourcewell quotations are reviewed by the Global Sourcewell rep before being submitted to the Dealer or Sourcewell Member. At the end of each quarter, a spreadsheet for each unit shipped and invoiced by Global for that quarter is sent to the Global Sourcewell representative for review. Each shipment is gone through item by item with the local dealer that the sweeper was sold to. All Sourcewell deals are identified and PO and sale price to the end user are gathered by the Global Sourcewell rep. This paperwork along with the equipment warranty registration document collected from the dealer is used as an accounting tool and in our audit process. Global provides training sessions to our dealers to educate them on proper use and promotion of Sourcewell.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Global manages unit sales of an estimated 150 machines sold annually by our dealer network. This number is easily managed and the number of units sold through the Sourcewell contract very visible for tracking success with the contract. The trend of our current contract continues to grow and increase annually.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Global is proposing a 1.5% administrative fee to be paid to Sourcewell when reporting sales for each quarter.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Global Environmental Products, Inc produces and distributes mechanical, regenerative air, vacuum, and compact sweepers. Global has developed and is producing EV, Hybrid, and Hydrogen Fuel Cell street sweepers. With the exception of a few house accounts, we sell through our dealer network throughout North America. We provide the sales support, service, and spare parts for all products offered. Please see all attached located in "Misc Documents" Folder within Additional Uploaded Documents	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	1. Purpose Built Chassis 2. Single Engine 3. Diesel/ Combustion Engine Models - V6, M3, M4, M4HSD, R3 Air, R4 Air, Holder x45i, S Series, C70 Series, MC130, MC250, MCM600 4. Electric Vehicle Models - M3EV, M4EV, R3Air EV, R4Air EV 5. Diesel/ Electric Hybrid Models - M3 Diesel Electric Hybrid, M4 Diesel Electric Hybrid 6. Hydrogen Fuel Cell Models - M4 ZE - Hydrogen Fuel Cell 7. Compact Sweepers Models - Holder x45i, C70, S Series, MC130, MC250	*

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

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

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(●) Yes ( ) No	All equipment offered falls in this category	*
71	Runway sweeping and cleaning equipment	( ) Yes (●) No	N/A	*
72	Litter, trash, and debris vacuums	( ) Yes (●) No	N/A	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (●) No	N/A	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

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

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

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Global Sourcewell Pricelists PDF - 2022.zip - Wednesday September 22, 2021 13:18:41
- Financial Strength and Stability - Financials.zip - Thursday September 23, 2021 10:00:52
- Marketing Plan/Samples - Sales and Service Nationwide (Marketing Plan Included).zip - Monday September 27, 2021 07:59:02
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday September 22, 2021 15:40:06
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday September 23, 2021 13:44:09
- Upload Additional Document - Misc. Documents.zip - Thursday September 23, 2021 16:31:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Bormann, Vice President/ Director of Sales, Global Environmental Products, Inc

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

DocuSign Envelope ID: 6BBEFE47-D71B-44D0-8FE4-B0CBA50DE8CE

AMENDMENT #1
TO
CONTRACT #093021-GEP

THIS AMENDMENT is made effective upon the date of the last signature below by and between **Sourcewell** and **Global Environmental Products, Inc.** (Supplier).

Supplier was awarded a Sourcewell Contract for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, effective November 15, 2021, through November 16, 2025, relating to the provision of services by Supplier to Sourcewell and its Members (Contract).

The parties wish to amend the contract as follows: 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

By: Jeremy Schwartz

C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 2/16/2022 | 1:28 PM CST

Global Environmental Products, Inc.

DocuSigned by:

By: Chad Bormann

B636866142E84DE...

Chad Bormann

Title: VP

Date: 2/16/2022 | 10:44 AM PST

Sourcewell

DocuSigned by:

By: Chad Coauette

7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 2/16/2022 | 1:32 PM CST

DocuSign Envelope ID: 7AC21C14-BD5E-4B33-AEFF-246B9511071E

CONTRACT AMENDMENT
PRICE AND PRODUCT CHANGE REQUEST FORM

Supplier Name: Global Environmental Products, Inc

Sourcewell Contract Number: 093021-GEP (Contract)

Instructions
A request for product or service changes, additions, or deletions to the Contract will be considered at any time throughout the Contract term. All modifications must be within the scope of the original RFP and be in the best interests of Sourcewell and Sourcewell Participating Entities. If approved, the request will be incorporated into the above-referenced contract; however, no changes will be binding unless the request is approved by the Manager of Supplier Development and this request is signed by Sourcewell's Chief Procurement Officer.

Additions: New products and related services may be added to the contract if they are within the scope of the original RFP.

Deletions: Products and related services may be deleted from the contract if they are no longer available.

Price increases: Price increase requests must provide sufficient justification for the change (e.g., recently imposed tariffs or significant petroleum cost increases), not merely generalized statements requesting the increase.

Price decreases: Price decreases are accepted at any time.

Submit this request to the assigned Sourcewell Supplier Development Administrator.

Request

Check all that apply

- [x] Adding Products/Services
- [ ] Deleting Products/Services
- [ ] Price Increase
- [ ] Price Decrease
- [ ] Other

Detailed Justification for Changes

1. *Changed Product List*

List the products and/or services that are changing from the previous contract price list, along with the percentage change for each item or category. Attach a separate sheet if a large number of changes are included in this request.

Addition of the Following machines by Titan Leaf Solutions:
Olympian Chassis and Trailer Mount - Titan Leaf Vac
Spartan Hooklift, Leaf Pro, and Leaf Pro Plus
Titan Chipper Cap - Dump Body cap/lid
Titan Leaf Cap and Box - Leaf and Chip Collection Body

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Titan Leaf Pro and Pro Plus - Leaf vacuum system and Seated, single operator system
Titan RCH - LEaf vacuum, manual collection

2. *Justification for Changes*

Provide justification and documentation explaining the requested changes (e.g., add a product because of technology advances in new model of equipment, increased raw material costs, add a Hot List of products). Include the percentage range of increase.

Global has recently entered into a partnership with Titan Leaf Solutions to distribute their entire lineup of leaf and chip collection systems throughout the Global dealer network, and Global directly, to customers such as New York Sanitation and Southern California local government agencies. (Supporting letter from Leaf Solutions attached).
This partnership is supported by Titan for Global to cover the entire scope of Global's current Sourcewell Contract #093021-GEP. Global's current Sourcewell pricing structure of list price less 5% for contract price, and a ceiling Canadian
price, will continue with the Titan Leaf Solutions products we are requesting to add. Each of models meet our customers needs for street, gutter and median cleaning. The products meet a need that Global currently does not manufacture, to meet the needs of our customers. Titan will provide the ability to efficicently collect leaves before the sweeper cleans the street. .

3. *Product additions only*

Describe how the product additions fit within the scope of the original RFP.

The products listed above fit Page 4, Section B.1.b of th eRFP - "Litter, trash, and debris vacuums".

4. *Price changes or product/service additions only*

State how the requested pricing is consistent with current Sourcewell contract pricing.

THE CONTRACT PRICING SUBMITTED FOR ALL TITAN LEAF SOLUTIONS PRODUCTS REFLECT THE SAME 5% DISCOUNT FROM LIST PRICE AS OUR CURRENT PUBLISHED EQUIPMENT. THIS INCLUDES BOTH THE BASE PRICE AND AVAILABLE OPTIONS

Complete Restatement of Pricing Submitted

I understand that a complete restatement of pricing must be attached with this request or it will not be processed.

Approvals

Supplier Offer:

This Price and Product Change Request has been submitted for review to be considered as an amendment to the above referenced Contract.

By: Chad Bormann _____ 4/8/22 _____

Supplier Authorized Signature Date

Chad Bormann

_____

Print Name and Title of Authorized Signer

Sourcewell Acceptance:
Sourcewell accepts Supplier's offer in this Price and Product Change Request. By Sourcewell's signature below, this document becomes an amendment to the above referenced Contract and incorporates all referenced attachments into this Amendment.

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

4/15/2022 | 6:23 AM CDT

Jeremy Schwartz
Sourcewell Chief Procurement Officer

Date

Global Env. Prod.

Street sweepers and leaf vacs

#093021-GEP
Maturity Date: 11/16/2025

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 093021-GEP gives access to the following types of goods and services:

- Street sweepers
- Road sweepers
- Compact sweepers
- Electric street sweepers
- Hybrid street sweepers
- Runway sweepers
- Airport sweepers
- Vacuum sweepers
- Mechanical sweepers
- Regenerative air sweepers
- Holder & Karcher equipment
- Titan Leaf Solutions vacuum equipment

Locate your local dealer or representative
(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Sourcewell Awarded Contract

2025 OLYMPIAN II (CHASSIS MOUNT) PRICE WORKSHEET OCTOBER 2023

Date		Phone	
Company		E-mail	
Name		Title	
Address			
City		State		Zip	

Olympian CHASSIS MOUNT

STANDARD FEATURES

3-axis proportional electric/hydraulic pickup overhead boom w/ 180° swing	Fully accessible hydraulic valve on swing out door
23 yard capacity leaf containment box with hoist	Hydraulic rear tailgate
Service Platform	Straight Rear Exhaust
74 H.P. liquid-cooled, diesel engine	Elbow Liner
40 gallon fuel tank	Quick Disconnect Suction Hose
Belt drive fan with idler tensioner adjustment & blower liner	In cab joystick control
Trans-fluid coupler drive	Removable radiator screen
Flx-Thane VHD Clear Urethane Hose	Fire extinguisher and amber LED flashers (front and rear facing)

O52002 **ENTER BASE UNIT QUANTITY HERE:** 0 **SOURCEWELL BASE:** $127,424.00 **TOTAL SOURCEWELL BASE PRICE:** $ -

Part #	CAPACITY OPTIONS	Quantity (select one)	Sourcewell	CONFIGURED PRICE
O52110	**Standard Capacity (23 YD)**	STND	**Standard**	**Standard**
O52112	High Capacity (30 YD)	0	$2,215	$0

Part #	ENGINE OPTIONS	Quantity (select one)	Sourcewell	CONFIGURED PRICE
O52200	**74 HP Kubota® V3800 Tier 4 Diesel Engine**	STND	**Standard**	**Standard**
O52210	Eco Mode	0	$660.00	$0
O52202	74 HP John Deere® Tier 4 Diesel Engine	0	$8,664	$0
O52203	99 HP John Deere® Tier 4 Diesel Engine	0	$25,069	$0

Part #	ENGINE COUPLER OPTIONS	Quantity (select one)	Sourcewell	CONFIGURED PRICE
O52351	**Transfluid® Coupler**	STND	**Standard**	**Standard**
O52352	Hydraulic Clutch (swtich operated at console)	0	$3,116	$0

Part #	DUST CONTROL OPTIONS	Quantity (select one)	Sourcewell	CONFIGURED PRICE
O52601	**Straight Rear Exhaust**	STND	**Standard**	**Standard**
O52602	Down Draft Tailgate Exhaust	0	$6,031	$0
O52603	Down Draft Exhaust with Water Suppression and Body Mounted Poly tank	0	$15,936	$0

Part #	ADDITIONAL OPTIONS	Quantity (select any)	Sourcewell	CONFIGURED PRICE
O52701	Rear Dump Wireless Camera	0	$618	$0
O52703	Directional Light Bar	0	$1,401	$0
O52713	Clean-Out Door	0	$824	$0
O52718	Chipper Rear Door in Lieu of Standard Rear Door (Not available with water suppression)	0	$714	$0

Chipper Door opening is 26" tall and 65" wide For Chassis opening is approx 90" off ground to bottom of opening. For Hooklift opening is approx 102" off ground to bottom of opening.

Part #	PRO+ HYD. PICKUP OPTIONS	Quantity (select one)	Sourcewell	CONFIGURED PRICE
O52907	**In-Cab Joystick Controls**	STND	**Standard**	**Standard**
O52908	Dual Controls (In-Cab & Wireless)	0	$9,617	$0

Important Note: Dealers do not get dealer discount on Skid Options

Part #	PRO+ HOOKLIFT SKID OPTIONS	Quantity (select one)	Sourcewell	CONFIGURED PRICE
O52950	**Vac Mounted on Hooklift skid (must specify make and model)**	STND	**Standard**	**Standard**
O52952	Install Leaf Vac Controls in Cab	0	$1,979	$0

TOTAL CONFIGURED SOURCEWELL PRICE WITH OUT CHASSIS: $ -

Important Note: Dealers do not get dealer discount on Chassis Options				
Part #	CHASSIS OPTIONS	Quantity (select one)	Sourcewell	CONFIGURED PRICE
O52175	Peterbilt 220 chassis (23 yard)	0	$121,788	$0
O52176	Peterbilt 220 chassis (30 yard)	0	$121,961	$0

Part #	CHASSIS ADDITIONAL OPTIONS	Quantity (select any)	Sourcewell	CONFIGURED PRICE
O52177	Timbrens	0	$1,528	$0
O52178	Rear Hitch	0	$2,163	$0
O52179	Rear Fenders & Mud Flaps	0	$2,292	$0
O52189	Install on Chassis	0	$7,700	$0

TOTAL CONFIGURED SOURCEWELL PRICE WITH CHASSIS: $ -

PAINT POLICY - Titan Leaf SolutionsTM

Standard color on Titan Leaf equipment is New Cat Yellow. Optional colors area available at an additional cost.

Titan Leaf Solution products can be painted various colors. Some colors may result in a higher cost as well as a longer lead time. Please check with us for current pricing.

A paint chip and/or a manufacturer's paint code number may be required. TITAN LEAF SOLUTIONS will assume no responsibility for exact paint match. Bonnell Industries Inc. will not be responsible for additional paint charges incurred for any reason.

Due to the climate of current market conditons final invoice price may very from original quote price.

Quotes received from Bonnell are valid for 30 days. All prices quoted over 30 days old are subject to change and require a requote prior to acceptance of purchase order

RESOLUTION RE: AUTHORIZATION OF A STIPEND FOR EMPLOYEE #9004

RESOLVED, that the Village Board, in recognition of the substantial increase in duties and responsibilities undertaken on the Village's behalf by employee #9004 while serving as Acting Village Manager, hereby authorizes a $1,000 per week stipend, in addition to regular compensation, effective January 23, 2024, for each week while serving as Acting Manager, or until a different time as determined by the Village Board.

Date: January 23, 2024

RESOLUTION RE: AMENDMENT TO FLEXIBLE BENEFITS PLAN

RESOLVED, that the board hereby ratifies an amendment to the Village of Scarsdale flexible benefits plan and related documents previously adopted at the meeting on December 12, 2023.

Date: January 23, 2024

RESOLUTION RE: APPROPRIATION OF FUNDING FOR AMERICAN RESCUE PLAN FUNDED PROJECTS

WHEREAS, the Village of Scarsdale received the first distribution from the State of New York for the Federal American Rescue Plan Act (ARPA) in the amount of $912,732.31 on July 22, 2021; and

WHEREAS, the Village of Scarsdale received the an additional distribution from the State of New York for ARPA in the amount of $3,726.47 on August 30, 2021; and

WHEREAS, the Village of Scarsdale is expecting to receive their final distribution from the State of New York for ARPA in the amount of $916,458.78 in July 2022, which would bring the total of ARP funding to $1,832,917.56; and

WHEREAS, the 2022/2023 Adopted Budget includes the a plan to appropriate funding of ARPA to the following initiatives:

	Project Budgets Adopted 06/01/2022
Building Security Improvements	$ 150,000.00
Residential Traffic Calming Pilot at Sprague Road	200,000.00
Girl Scout House Parking Lot Reconstruction	70,000.00
Paving of Crossway Firehouse Parking Lot	110,000.00
Freightway Parking Garage Pedestrian Bridge Phase II Repairs	250,000.00
Scarsdale Police Department Radio System	350,000.00
Supply Field Building Fire Alarm System	55,000.00
Anti-Icing Equipment	295,000.00
Recycling Center Scale Replacement	120,000.00
New Firewall System	70,000.00
Portable Radios and HQ Radio Consoles	107,428.00
Bank Reconciliation Module – New World	13,975.00
Tyler Content Manager – New World	44,780.00
Total	**$ 1,836,183.00**

; and

WHEREAS, the Village Treasurer is recommending the following budget amendment to the allocation of ARPA funds as follows

	Budget Adjustments Recommended
Building Security Improvements	$ 257,808.00
Residential Traffic Calming Pilot at Sprague Road	(200,000.00)
Paving of Crossway Firehouse Parking Lot	(40,670.00)
Portable Radios and HQ Radio Consoles	(107,428.00)
Bank Reconciliation Module – New World	(4,031.00)
Tyler Content Manager – New World	(13,107.00)
Sewer Camera	104,162.56
Total	**$ (3,265.44)**

;and

WHEREAS, the budget amendment would result project budgets by project as follows

	Updated Project Balances After Budget Adjustment
Building Security Improvements	$ 407,808.00
Girl Scout House Parking Lot Reconstruction	70,000.00
Paving of Crossway Firehouse Parking Lot	69,330.00
Freightway Parking Garage Pedestrian Bridge Phase II Repairs	250,000.00
Scarsdale Police Department Radio System	350,000.00
Supply Field Building Fire Alarm System	55,000.00
Anti-Icing Equipment	295,000.00
Recycling Center Scale Replacement	120,000.00
New Firewall System	70,000.00
Bank Reconciliation Module – New World	9,944.00
Tyler Content Manager – New World	31,673.00
Total	**$ 1,832,917.56**

; now, therefore, be it

RESOLVED, that the Village Board confirms ARPA funding to be allocated as included in the FY 2023/2024 Adopted Budget.

Date: January 23, 2024

SCARSDALE
1701
NEW YORK

To: Alex Marshall, Acting Village Manager

From: Ann Scaglione, Village Treasurer

Date: Thursday, January 18, 2024

RE: ARPA Budget Amendment

MEMORANDUM
Treasurer's Office

I am recommending a budget amendment to the allocation of ARPA funds.

The Village received $1,832,917.56 from the State of New York for the Federal American Rescue Plan Act (ARPA).

In June of 2022, the Village Board approved a resolution to allocate these funds as indicated in the following schedule.

At this point, we are recommending a budget adjustment to all for the use of all monies by the Federal deadline of December 2024. Should the funds not be fully expended by this deadline, the Village would be responsible for returning the unspent balance.

Village of Scarsdale				
ARPA Projects				
		Project Budgets Adopted 06/01/2022	**Budget Adjustments Recommended**	**Updated Project Balances After Budget Adjustment**
Building Security Improvements	H-1997-961 2023-104	$ 150,000.00	$ 257,808.00	$ 407,808.00
Residential Traffic Calming Pilot at Sprague Road	H-3397-962 2023-111	200,000.00	(200,000.00)	-
Girl Scout House Parking Lot Reconstruction	H-7197-964 2023-122	70,000.00	-	70,000.00
Paving of Crossway Firehouse Parking Lot	H-1997-961 2023-105	110,000.00	(40,670.00)	69,330.00
Freightway Parking Garage Pedestrian Bridge Phase II Repairs	H-3397-962 2023-112	250,000.00	-	250,000.00
Scarsdale Police Department Radio System	H-3197-962 2023-110	350,000.00	-	350,000.00
Supply Field Building Fire Alarm System	H-5197-963 2023-116	55,000.00	-	55,000.00
Anti-Icing Equipment	H-5197-963 2023-117	295,000.00	-	295,000.00
Recycling Center Scale Replacement	H-5197-963 2023-118	120,000.00	-	120,000.00
New Firewall System	H-1997-961 2023-106	70,000.00	-	70,000.00
Portable Radios and HQ Radio Consoles	H-3497-962 2023-114	107,428.00	(107,428.00)	-
Bank Reconciliation Module – New World	H-1997-961 2023-107	13,975.00	(4,031.00)	9,944.00
Tyler Content Manager – New World	H-1997-961 2023-108	44,780.00	(13,107.00)	31,673.00
Sewer Camera	H-5197-963-2024-114	-	104,162.56	104,162.56
Total		**$ 1,836,183.00**	**$ (3,265.44)**	**$ 1,832,917.56**
	Total Funds Receive	**1,832,917.56**		
	Difference	**(3,265.44)**		

Explanations for the budget adjustments are:

1. Residential Traffic Calming Pilot at Sprague Road reduction recommended as we do not feel that this work can be completed in the timeframe provided.

2. Paving of Crossway Firehouse Parking Lot – this project has been completed under budget, balance of funds available transferred to other approved projects.
3. Portable Radios and HQ Radio Consoles – per Fire Chief, this project is not needed; balance of funds available transferred to Sewer Camera project.
4. New World Modules of Bank Reconciliation and Tyler Content Manager – projects completed under budget; balance of funds available transferred to other approved projects.
5. Sewer Camera Project – per recommendation from the Superintendent of Public Works, this is an approved project that can be completed in the timeframe imposed. We are recommending this project be added to the approved ARPA project listing. Attached is information further explaining this initiative.

The Village has been focusing on completing these projects within the timeframe provided. The Treasurer's office continues to complete all required reporting to the United States Treasury Department on the status of these funds.

I am requesting the attached resolution be considered at the January 23, 2024, Village Board Meeting. Thank you.

SCARSDALE
1701
NEW YORK

MEMORANDUM
Department of Public Works

To: Ann Scaglione, Village Treasurer

From: Jeffrey C. Coleman, PE, Superintendent of Public Works

Date: November 30, 2023

Re: ARPA funds

$40,000 was appropriated in the 2023/2024 budget for the purchase of a sewer inspection camera. The Department has investigated many stand-alone sewer inspection cameras/crawlers/tether/screen/control packages capable of being placed in a vehicle and transported to the jobsite (rather than a vehicle dedicated for that purpose). Many of the stand alone packages commercially available, while inexpensive to purchase, are expensive to maintain and susceptible to damage and becoming stuck in the pipe during inspection operations.

The Department has identified the Envirosight Rovver X sewer camera, per the attached quote, as appropriate for our operation given the anticipated frequency of use. The cost is $132,300 (which includes training).

I recommend that ARPA funding be appropriated to this project and the purchase made from Sourcewell Contract #120721. The contract documents are attached.

November 29, 2023

Village of Scarsdale, NY

Attention: Jeffrey C. Coleman

Thank you for the opportunity to respond to your request for a Sewer Camera system. At Joe Johnson Equipment LLC we represent Envirosight sewer inspection equipment. The Envirosight name is synonymous with quality and leadership within the industry.

The following proposal is for a brand new Envirosight Rovver X HD system and will include everything listed below.

Rovver X System Includes:

RCX90 High Resolution CCD Color Zoom Camera

- 10X optical and 12 X digital zoom
- Auto shutter
- Auto/manual focus
- LED lighting
- 270-degree tilt, and 360 degree rotation
- On screen pressure sensor
- Twin laser diodes for measuring features within the pipe

Rovver X RX130 Crawler

- Steerable with twin high-performance motors and 6 wheel drive
- Anodized aluminum/stainless steel chassis
- Pressure indicator
- Inclination and tilt sensors
- Location sonde transmitter, 512 Hz.
- Integral Rear viewing back up camera
- Quick change wheel hubs (tool free) with wheels (6 small rubber, 4 medium rubber, 4 large rubber, 2 climbers.

VC500 Operator Pendant and Wireless Controller

- 10.1" handheld touch screen monitor for viewing, and recording video
- Dual joysticks for camera, crawler, and cable reel functions
- Ability to record digital video, and digital still photos
- 32 GB internal memory for data storage
- Can-bus control architecture to allow diagnostic monitoring and future upgradeability
- Wincan Pro Touch software embedded in pendant

- Ability to measure wall defects, obstructions, bends, branch angles, flow level, and inclination
- Captured visual data can be printed directly from pendant into an inspection report with manhole to manhole schematic, observations, distances, and asset information. (sample report attached)

RAX300 Motorized Automatic Cable Drum

- 1,000 ft. lightweight transmission cable
- Motorized system with sensors that monitor cable tension to coordinate cable feed and retrieval
- Size: 21 x 14.5 x 24.5", weight 125 lbs. for portability
- All moving hazards on reel completely protected/enclosed to prevent injury

Included Accessories with System

- **Elevator / Remote List Accessory**
- **LED Auxiliary Light with Backeye Camera**
- **Four (4) Medium Aggressive Wheel, QCD**
- **Four (4) Medium Grease Wheel, QCD**
- **Four (4) Large Aggressive Wheel, QCD**
- **Four (4) Large Grease Wheel, QCD**
- **Manhole Roller**
- **Tyger Tail**
- **Outpost**

Total Purchase Price Sourcewell Contract# 120721: $132,300.00

Pricing includes all freight, delivery, and full product training on system.
Quote is valid for 20 days.
Plus any unforeseen manufacturer surcharges

If you have any questions regarding the enclosed materials, please feel free to contact me at the number below.
Respectfully,

James Hundt
Parts and Service Support Representative – New York

Joe Johnson Equipment LLC | Clean Air. Clean Water. Clean Streets.
Subsidiary of Federal Signal Corporation
62 LaGrange Ave. Rochester, New York 14613
Tel 585.254.7700 | Cell 585.690.5335 | Fax 585.254.9122
jhundt@jjeusa.com | www.jjei.com

Sourcewell

Solicitation Number: RFP #120721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Envirosight LLC, 111 Canfield Ave., Building C, Randolph, NJ 07869 (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 Underground Infrastructure Inspection and Rehabilitation Equipment with Related 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 January 17, 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.

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;

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. 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:

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 Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither 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.

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

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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.

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-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

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.

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

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 not 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 an 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.

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

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Vendor Details

Company Name:	Best Equipment Company, Inc.
Does your company conduct business under any other name? If yes, please state:	IN
Address:	5550 Poindexter Drive Indianapolis, IN 46235
Contact:	Mike Dahlmann
Email:	mikedahlmann@bestequipmentco.com
Phone:	317-823-3050
Fax:	317-823-3050
HST#:	35-1097778

Submission Details

Created On:	Wednesday November 10, 2021 13:50:41
Submitted On:	Friday December 03, 2021 14:54:12
Submitted By:	Mike Dahlmann
Email:	mikedahlmann@bestequipmentco.com
Transaction #:	6146e2b9-2a24-44e3-8ac9-891a701bc8f1
Submitter's IP Address:	96.68.203.1

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Envirosight has been serving municipalities with wastewater infrastructure inspection technology for 20 years. ORIGINS: In 2001, Envirosight's founder identified an unmet market opportunity where equipment capability and customer experience intersect. Simply put, the market was settling for antiquated technology, and operators were left to fend for themselves when that technology failed under the harsh real-world conditions of sewer inspection. We knew we could help buried infrastructure owners gain better insight with less suffering and win loyalty and market share in the process. VISION: Create an inspection technology brand offering enhanced technical capabilities and the support infrastructure to deliver a loyalty-inspiring owner experience. STRATEGY: • Build a network of top-tier regional sales partners (dealers) with full on-site capabilities: service, support, inventory, and rentals. • Deliver a comprehensive basket of best-in-class wastewater infrastructure inspection, rehabilitation, and asset management solutions. • Franchise our vision for how sales and service should be run by implementing rigorous processes and training. • Build out an industry leading brand and marketing apparatus. VALUES: We organize our values into three categories: 1. Integrity 1.1. Character is revealed in adversity. When the chips are down, we step up. 1.2. We build gratitude with each interaction. Goodwill pays dividends long-term. 1.3. Everyone makes mistakes. We own our mistakes swiftly and fully. 1.4. We never sugarcoat. We communicate directly, transparently and with empathy. 1.5. It is infinitely easier to maintain trust than regain it. 2. Ownership 2.1. We run toward challenges, not away from them. 2.2. We spare no effort to ensure great outcomes for our customers. 2.3. We grow only when customers are satisfied enough to become return customers. 2.4. Our customers sign our paychecks. We don't rest until their problems are solved. 2.5. The value of every relationship is immeasurable. We treat our customers like gold. 3. Ingenuity 3.1. We're problem-solvers. Tell us what needs to be done and we'll find a way. 3.2. We find the best solution--not the quickest, cheapest or easiest one. 3.3. Sewer workers face complexity, red tape and dysfunction--but never from Envirosight. 3.4. We don't throw money at a problem when brainpower and creativity can solve it. 3.5. We don't worry about the future. We envision the future and make it happen. OUTCOMES: • Having started at 7th place, Envirosight is now a leading brand in the wastewater inspection market. • Through acquisitions, we also own a revered plumber equipment brand and a distributor of cutting-edge sewer rehab technology. • Across our companies, we employ ~150 people and book annual revenue of ~$65M. • Our platform now gives us multiple channels to market, expanding our reach far beyond municipal dealers. • Technologically, we are positioned at the forefront of trends driving our industry, including AI, cloud, SaaS and GIS/GPS.
10	What are your company's expectations in the event of an award?	In the event of an award, we plan to promote awareness of and engagement with the contract internally, to our dealers, and to our customers. This will include: • Promotion of contract participation through print advertisements and at industry events. • Training of internal and channel staff on how to use the contract: advantages, benefits, procedures, and requirements. This will be conducted through online and in-person trainings, and with informational collateral. • Educating the market on the benefits of cooperative purchasing via Sourcewell using emails, blog posts, social media, white papers and webinars. • Integrating procedures in our Salesforce CRM and Pandadoc quoting platform to ensure Sourcewell is a primary purchasing option that's pursued on every qualifying sale. We also plan a campaign to identify and aggressively promote the partnership between Sourcewell and Envirosight. This includes using the Sourcewell Awarded logo on all Envirosight literature and web pages.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Envirosight received two awards for new and innovative equipment in 2017 and 2018. Both awards were judged by a panel of industry experts for Environmental Protection Magazine. One was for the QuickView Air HD and the second was for the JetScan high pressure cleaning video nozzle. Both of these products create their own equipment category and continue to lead the market in performance and overall market share.	*
19	What percentage of your sales are to the governmental sector in the past three years	The government sector continues to be our largest revenue percentage. On average it is 85%. The remainder is mostly contractors who provide services to the government sector and other niche markets.	*
20	What percentage of your sales are to the education sector in the past three years	Sales to the educational sector are under 1%.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Envirosight currently holds purchasing contracts with HGAC, BuyBoard, and Ohio STS. The average annual sales volume for HGAC for the past three years is $1.8M, for BuyBoard is $15K, and for Ohio STS is $997K.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Chilliwack	Jake Nesbitt	604.792.9311	*
Clackamas County	Russell Weber	503.722.6324	*
Franklin Township Sewerage Authority	Scott Nocero	732.873.2420	*
City of Red Deer Utlitlies	Curtis Ennis, C.E.T.	403.392.5802	

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

Line Item	Question	Response *
25	Sales force.	Envirosight directly employs the following sales/sales-enablement roles: • One (1) global sales manager • Six (6) regional sales managers (Northeast NA, Southeast US, Midwest US, West Coast NA, Central/South America, and Europe) • One (1) strategic account manager (focused on large fleet accounts) • Five (5) marketing personnel (content, promotion, sales enablement, channel outreach) • One (1) channel service manager (training, standards compliance, performance auditing) Marketing prospects are managed in Hubspot; sales opportunities (leads) and customers are managed in Salesforce. Our in-house sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do.
26	Dealer network or other distribution methods.	Our dealer network in North America consists of 20 third-party dealer organizations, 175 sales reps, 52 sales locations, and 34 factory-authorized service locations. For some dealers, reps focus on Envirosight products in addition to other product lines. Other dealers have reps dedicated exclusively to the Envirosight line. At our dealers, sales and service personnel coordinate on account management, but otherwise have separate functions that allow them to specialize in what they do. See attached dealer list of locations as well as service locations. All sales opportunities are forecasted and tracked in Salesforce, so we can provide ongoing promotion of Sourcewell options according to funnel stage, as well as implement methodologies to ensure compliance with Sourcewell processes and requirements. Our sales academy trains hundreds of partner representatives to win deals with a combination of proprietary strategies, competitive intellligence and applications expertise. We track each deal to react in real-time, make targeted interventions, and coordinate on strategic accounts. Sourcewell processes will be integrated into all facets of this sales channel management ecosystem.
27	Service force.	Envirosight has 34 North American factory-certified service locations, each with: • At least one factory-trained and -certified service technician • On-site parts and accessories inventory • A dedicated service and testing room We also conduct service out of our New Jersey headquarters. Other aspects of our service program include: • Rental Fleet. When the unexpected happens, it's essential for custmers to get back up and running quickly. We offer no-charge warranty rentals from 23 locations across the country, plus rental equipment for other needs, like when specialty jobs require special capability. • Parts Consignment. Based on a customer's fleet, we'll stock them with a consignment of spare parts, including windows, seals, retermination kits and more. They pay only for what they use, and we keep them replenished. • Maintenance Plans. Keeping to budget means managing cost-of-ownership. Envirosight makes it easy with maintenance plans and extended warranties to keep cost of ownership predictable long-term. • Warranty. Envirosight equipment is backed by one of the industry's most comprehensive warranties. • Parts Portal. Customers can gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. • Technical Support. The Envirosight customer success team is standing by to help customers with technical issues and challenging applications—a single call to get support that's responsive, efficient and friendly. • Operator Training. Equipment operators are productive out of the gate with on-site training from certified Envirosight instructors. Not only do we cover equipment care, operation and safety, we're available to provide NASSCO PACP/MACP/LACP training, too. • Maintenance Training. If a customer runs an in-house maintenance shop, Envirosight's service training program will teach their techs to perform common repair and preventative maintenance procedures on our equipment. Training can be conducted on-site or at an Envirosight facility.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Envirosight conducts fully integrated digital marketing using the Hubspot platform, where we maintain a database of nearly 18,000 marketing contacts. We engage with those contacts ongoingly through email, social, blog and website. We have integrated Hubspot with our call tracking platform (CallRail), our CRM (Salesforce), and GoogleAnalytics. Hubspot is also integrated with all our social presences: Facebook, Instagram, Youtube, LinkedIn and Twitter. We place heavy focus on content marketing, which helps us pull contacts into our database when they're in the research stage of making a purchase decision. We then nurture them with ongoing communications around product and content, so that when they're ready to make a purchase decision, Envirosight is top-of-mind. We gateway our primary content (downloadable/mailable white papers, posters, infographics, etc.) so that we can collect additional data about each contact who requests it. We start with name, title, company, phone and email, but move progressively toward more granular information like org type, org size, miles of pipe, and other qualifying data. To constantly bring new contacts into our marketing database, we invest in media that drives prospects to our content, including content sponsorships, PR, Google Ads and other SEM, social media advertising, event advertising and print advertising. We realize that the experience with our brand starts well before a purchase and continues long after it. We invest heavily in marketing that • Projects our brand. Our visual identity, messaging and values are broadcast across a range of digital and traditional channels. • Engages the market. Our buyers gather information before exhibiting buying intent. Through use of content and promotional marketing, we constantly engage with the market in order to capture prospects as soon as they're ready to embark on the buyer's journey. • Establishes thought leadership. Credibility is a huge component of any successful brand in our industry, and we're committed to producing non-promotional resources that help professionals and our industry advance. It builds goodwill and establishes our expertise. • Empowers sales teams. We create simple, compelling value propositions around complex technology, and deploy visually engaging collateral that helps guide the sales process. • Generates leads. Our marcomm funnel is oriented toward generating leads for on-site demonstrations. Our sales partners consistently tell us our lead generation is second-to-none in the industry. • Builds Loyalty. We support and augment the ownership experience with ongoing communication, so customers become lifetime accounts, influencers and brand ambassadors.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While our sales and marketing teams pride themselves on being resourceful and ambitious, we hope to depend on Sourcewell for certain resources: • Brand assets (logos, etc.) that can be incorporated into marketing and communication campaigns. • Listing of Envirosight as a Sourcewell vendor within Sourcewell materials and resources, both print and online. • Review of certain promotional and informational materials for accuracy of messaging pertaining to Sourcewell. • Access to certain cooperative purchasing experts within Sourcewell for interview purposes so that we may develop content around Sourcewell cooperative purchasing. Sourcewell would be integrated into our sales process in the following ways: • Proactive bid searching for all Sourcewell opportunities. • Promotion of Sourcewell partnership in sales collateral, marketing materials and digital marketing (social, email, blog, website). • Extensive training of in-house personnel on Sourcewell benefits and procedures. • Extensive training of channel sales reps on Sourcewell benefits, procedures. • Development of sales processes and scripts that integrate Sourcewell promotion into the vetting of every opportunity. • Integrating procedures into our Salesforce CRM to ensure Sourcewell is an option that's pursued on every qualifying deal. • Integrating informational materials about Sourcewell into our Pandadoc quoting platform to boost awareness of Sourcewell on every qualifying deal.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Quick Lock product line is the only product available through an e-procurement ordering process for end users. End Users may register and purchase Quick Lock products through our online parts portal upon request. Some municipalities that currently utilize this e-procurement ordering process are Duluth (MN), Twin Falls (ID), Charleston (SC), Guilderland (NY), Liberty (MO), Decatur (IN), Pueblo (CO), Hillsborough (NJ), and Bentonville (AR).	*

Table 8: Value-Added Attributes

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Beyond the technology we offer, we deliver a customer experience that is designed maximize satisfaction and loyalty. Investments and infrastructure that enhance this customer experience include: • Customer Service Infrastructure. Besides managing our sales funnel, SalesForce is our platform for warranty registration, purchased asset tracking, and service and support case management. • Service Network. We maintain a high standard for regional service with certified training for technicians, stringent inventory requirements, and continuous benchmarking of turnaround and customer satisfaction. • Parts. For partners and customers, ordering parts is easy with our online portal. Regional inventory depots ensure rapid fulfillment, in-stock orders ship the same day, and next-day delivery is available. • Trust and loyalty: In the world of municipal supply, expertise and credibility are the cornerstone of any successful brand. And when you're talking about technology that's used to maintain essential services, the stakes are even higher. Our success is built on thousands of industry relationships, decades of work in the trenches, and the belief that we succeed only when our customers do. • Virtual Support. We have a full video production studio that has all of our equipment. We use this to not only supply online training videos, but we can conduct live support or training when time is of the essence. We have conducted hundreds of online virtual support calls and have had over a thousand views on portal videos and online classes.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor for manufacturer defects in materials and workmanship. Envirosight warrants up to twelve months from the in service date	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. However, there are exceptions due to accident, misuse, abuse, fire, flood, or other contigencies beyond the control of Envirosight. These contigencies include damage to warrantied items sustained in shipment, equipment that has had any of its idenfication, instructional, or sealing labels removed or tampered with, and/or equipment that has had its serial numbers altered, defaced, or removed. Envirosight will not be responsible for any changes, modifications, or repairs, either in cost or consequence, made by personnel not authorized by Envirosight. Envirosight will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Envirosight will cover the expense of technicians' travel time and mileage to perform warranty repairs on a case-by-case basis as needed through its vast North American distribution network.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Envirosight has certified technicians to perform warranty repairs throughout North America. Many of Envirosight's sales dealers have service centers dedicated to the Envirosight product line. Two such dedicated repair centers in Cleveland and Indianapolis are pictured in our attachments.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranty service for items made by other manufacturers that are a part of our proposal. We do have some products pertaining to our truck builds that we do pass on to the original manufacturers (vehicle chassis, truck chasssis, trailer chasis, AC units, Generators, MEPS Units, and Inverters).	*
50	What are your proposed exchange and return programs and policies?	New and unused items can be returned within 60 days with a 10% restocking fee.	*
51	Describe any service contract options for the items included in your proposal.	Envirosight offers maintenance plans and extended warranties to help customers keep cost of ownership predictable long-term. Due to the variety of systems and options available from Envirosight, such agreements will be priced accordingly and presented to the member in the quoting process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Envirosight will provide Sourcewell members a 5% Discount off list price. The attached pricelist includes both the list and discounted pricing as well as the SKU number for each item.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	5% Discount Off List Price	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Envirosight has a large/national accounts program where purchases of 5 or more of any product can receive a 3% discount. We would gladly extend this volume discount to Sourcewell members/customers as well.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Envirosight can supply specific non-standard "sourced" items to our truck builds. Depending on the cost and our ability to get a resale discount on "nonstandard options", we would supply such items at cost or add at the most 10% to cover the resources used to acquire these items for the member.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All equipment sales are FOB Randolph, NJ with the exception of Truck Builds which would be FOB from the Envirosight Truck Build Facility in Evans City, PA. Additional charges related to pre-delivery inspection, installation, set up, or mandatory training will be determined on a case by case basis by our sales dealers. Any additional charges will be conveyed to the member during the quoting process prior to the issuance of a purchase order.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight & shipping charges are separate and based upon the lowest standard rate at time of physical shipment from our NJ distribution center or our truck build center, depending on the equipment package being purchased. Additionally, there are varying freight import surcharges that will be addressed during the quoting process prior to the issuance of a purchase order.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not exploit higher shipping rates, delivery packages or disadvantages to customers purchasing outside of the contiguous United States. Standard lowest rate of freight shipping will be employed for all North and South American customers.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	At most locations, in person delivery of equipment and hands-on training by an authorized Envirosight specialist is our preferred standard for delivery. Sourcewell members will benefit from this process. Many of our competitors simply ship the equipment to the end-user direct.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	5% Discount Off List Price. Please see attached Price list.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Sewer inspection crawlers: The world's most trusted crawler brand, ROVVER X, answers any inspection challenge with steerable 6-wheel drive, tool-free wheel changes, and a modular design. It accepts accessories like a motorized camera lift, large-diameter carriage, side scan camera and laser profiling probe. With powerful controls, an operator can access any function via touchscreen, log observations and generate reports. Online updates keep you equipped with the latest software-driven features, while onboard diagnostics help reduce downtime and repairs. Compact and efficient, ROVVER X easily travels to remote job sites. • Lateral launch sewer inspection crawlers: Our lateral launch crawler system locates cross bores and illicit flows with unrivaled speed, range and pushing force, plus three onboard cameras. • Sewer inspection vehicles: We build sewer inspection truck bodies that keep crews safe, productive and ready for any challenge. Our truck builds spare no amenity and work with a wide range of chassis/power options. • Sewer zoom survey camera: The wireless Quickview airHD rapidly assesses mainlines to determine where CCTV, cleaning or rehab is needed. • Push camera: The Verisight Pro+ push camera inspects laterals and clean-outs, offering digital recording, defect logging and available pan/tilt camera. • Jetter nozzle camera: Sewer jetting crews can clean, assess line condition and verify results with the wireless Jetscan HD video nozzle. • Automated manhole inspection system: The fully automated Cleverscan captures sidewall imagery and a 3D point cloud, with powerful tools to view and measure results. • Sewer inspection software: WinCan software is the industry-leading software platform for sewer inspection and asset management, with special capabilities for artificial intelligence (AI), GIS mapping, municipal enterprise software integration, and could-based workflows.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Sewer inspection equipment • Sewer inspection trucks • Sewer inspection software • Asset management software • Manhole inspection • Sewer cleaning nozzles • Drain inspection cameras • Push cameras • Cross-bore location • Lateral launch inspection • Sewer rehabilitation

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

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - UPLOADS 1 - PRICING.zip - Friday December 03, 2021 14:48:46
- Financial Strength and Stability - UPLOADS 2 - FINANCIAL STRENGTH AND STABILITY.zip - Friday December 03, 2021 11:20:07
- Marketing Plan/Samples - UPLOADS 3 - MARKETING PLAN AND SAMPLES.zip - Friday December 03, 2021 11:20:51
- WMBE/MBE/SBE or Related Certificates - UPLOADS 4 - WMBE MBE SEB OR RELATED CERTIFICATES.zip - Friday December 03, 2021 11:22:34
- Warranty Information - UPLOADS 5 - WARRANTY INFORMATION.zip - Friday December 03, 2021 11:22:51
- Standard Transaction Document Samples - UPLOADS 6 - STANDARD TRANSACTION DOCUMENT SAMPLES.zip - Friday December 03, 2021 11:27:08
- Upload Additional Document - UPLOADS 7 - UPLOAD ADDITIONAL DOCUMENT.zip - Friday December 03, 2021 11:27:32

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Dahlmann, CEO/Owner, Best Equipment Company, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	☑	1

Sourcewell Pricing Worksheet

Sourcewell RFP #120721
Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

ROVVER X Systems

	List Price USD	List Price USD	5% Sourcewell Discount
E-RX-SYS-Truck-Basic-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	$94,695.00	$90,185.71
E-RX-SYS-Truck-Basic-21-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	$94,695.00	$90,185.71
E-RX-SYS-TRUCK-BASIC-21-L	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	$106,037.00	$100,987.62
E-RX-SYS-TRUCK-BASIC-21-L-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	$106,037.00	$100,987.62
E-RX-SYS-TRUCK-BASIC-95-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX95 crawler with 3 sets of rubber wheels, RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	$92,127.00	$87,740.00

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Sourcewell Pricing Worksheet

Sourcewell RFP #120721
Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

E-RX-SYS-Industrial-21	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	$79,715.00	$75,919.05
E-RX-SYS-Industrial-22-L	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	$92,127.00	$87,740.00
E-RX-SYS-Portable-21	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	$78,859.00	$75,103.81
E-RX-SYS-Industrial-23-95-PTC	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX95 crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. PTC50 pan/tilt, camera, pressurization kit, and Wincan VX entry license.	$73,027.50	$69,550.00

SAT Systems

	Detailed Description	List Price USD	5% Sourcewell Discount
E-RX-SYS-SAT-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, 8 medium rubber wheels and 4 large rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	$174,089.00	$165,799.05

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Sourcewell Pricing Worksheet

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Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

E-RX-SYS-SAT-COMBO-500-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130 Crawler with 6 small rubber wheels installed. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	$240,108.00	$228,674.29
E-RX-SYS-SAT-COMBO-500-21-L	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130L Crawler with 6 small rubber wheels installed and integrated lift. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	$252,199.00	$240,189.52
E-RX-SAT-Training	2 Days On-Site SAT Training	$3,300.00	$3,142.00

ROVVER X Components

	Detailed Description	List Price USD	5% Sourcewell Discount
E-555-0900-03	RX95 crawler	$18,190.00	$17,323.81
E-560-0900-07	RX130 Crawler	$26,001.00	$24,762.86
E-560-0920-00	RX130 Crawler w/ Lift Installed	$39,376.00	$37,500.95
E-560-3900-00	HD RX130 Crawler	$26,001.00	$24,762.86
E-560-3920-00	HD RX130 Crawler w/ Lift Installed	$39,376.00	$37,500.95
E-RX-400	RX400 crawler w/wheels	$70,513.00	$67,155.24
E-579-0900-03	RX140SATII Crawler QCD	$76,612.00	$72,963.81
E-536-0900-05	RXSAT140 Crawler (SAT 1)	$56,175.00	$53,500.00
E-561-0900-05	RCX90 camera	$31,886.00	$30,367.62
E-561-3900-00	HD RCX90	$31,886.00	$30,367.62
E-562-0900-05	RAX300 Cable Reel w/ 300M Cable	$37,129.00	$35,360.95
E-562-3900-01	HD RAX300 Reel	$37,129.00	$35,360.95
E-590-0900-02	RAX500 Cable Reel w/ 500M Cable	$59,320.80	$56,496.00

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Sourcewell Pricing Worksheet

Sourcewell RFP #120721
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E-579-0347-00	Guide-pipe OD 75x1950 mm	$278.20	$264.95
E-579-0346-00	Guide-pipe OD 75x1700	$321.00	$305.71
E-579-0345-00	Guide-pipe OD 75x1400	$288.90	$275.14
E-579-0344-00	Guide-pipe OD 75x1140	$267.50	$254.76
E-579-0343-00	Guide-pipe OD75x840 mm	$267.50	$254.76
E-579-0342-00	Guide-pipe OD 75x550 mm	$267.50	$254.76
E-579-0341-00	Guide-pipe OD 75x240mm	$214.00	$203.81
E-579-0340-00	Guide-pipe OD 75x160 mm for SAT140II	$214.00	$203.81
E-579-0270-00	Guide-pipe Adapter DN75 for RX140SAT II	$1,016.50	$968.10
E-595-0122-01	AIMING STICK FOR PTP50 - 100MM	$171.20	$163.05
E-595-0126-00	AIMING STICK FOR PTP50 - 160MM	$224.70	$214.00

Gateway Systems / Components

Verisight Pro+

	Detailed Description	List Price USD	5% Sourcewell Discount
E-V-SYS-SPP-409	VSP+ 130'/40m Self-Leveling System	$12,037.50	$11,464.29
E-V-SYS-SPP-009	VSP+ 200'/60m Self-Leveling System	$12,358.50	$11,770.00
E-V-SYS-SPP-019	VSP+ 200' P&T System	$29,425.00	$28,023.81
E-V-SYS-SPP-109	VSP+ 330'/100m Self-Leveling System	$13,535.50	$12,890.95
E-V-SYS-360-119	VSP+ 330' P&T System	$30,602.00	$29,144.76
E-V-CAM025-SPP	VSP Self leveling camera	$6,591.20	$6,277.33
E-V-CAM026-SPP	VSP P/T Camera	$17,976.00	$17,120.00
E-V-CAM050-SPP	SMALL P/T camera	$26,215.00	$24,966.67

Quickview airHD

	Detailed Description	List Price USD	5% Sourcewell Discount
E-QV-SYS-AIRHD-25	QVA with 25' pole	$18,725.00	$17,833.33
E-QV-SYS-AIRHD-30	QVA with 30' pole	$19,527.50	$18,597.62
E-QV-SYS-360	QV 360 System	$21,346.50	$20,330.00

Jetscan

	Detailed Description	List Price USD	5% Sourcewell Discount
E-JS-SYS-6-21	Jetscan w/6" skid	$12,476.20	$11,882.10
E-JS-SYS-8-21	Jetscan w/8" skid	$12,476.20	$11,882.10
E-JS-SYS-Combo-21	Jetscan with both 6" & 8" skids	$16,478.00	$15,693.33
E- 6" SKID ASSEMBLY	6" JetScan skid only	$4,536.80	$4,320.76
E- 8" SKID ASSEMBLY	8" JetScan skid only	$4,536.80	$4,320.76

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Sourcewell Pricing Worksheet

Sourcewell RFP #120721
Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

ATEX ROVVER X (EX)

	Detailed Description	List Price USD	5% Sourcewell Discount
E-RX-SYS-TRUCK-EX-22	ATEX Basic RX130 system	$119,652.75	$113,955.00
E-555-0900-72	EX RX95 Crawler	$19,773.60	$18,832.00
E-560-0900-73	EX 130 crawler	$35,053.20	$33,384.00
E-585-0900-71	EX RX400 Crawler	$79,431.45	$75,649.00
E-585-0385-71	EX - RX400 Elevator Extension	$9,774.45	$9,309.00
E-561-0900-73	EX RCX90	$37,075.50	$35,310.00
E-596-0900-74	EX AC40 Axial Camera for SAT/Agilios	$6,855.60	$6,529.14
E-595-0960-70	EX PTC50 Pan & Tilt RX Camera	$19,885.95	$18,939.00
E-595-0900-70	EX PTP50 Camera	$19,885.95	$18,939.00
E-581-0900-71	EX PTP70II	$22,851.99	$21,763.80
E-597-0900-71	EX RCC90 Camera Adapter	$12,246.15	$11,663.00
E-556-0900-72	EX RAL1000 Auxiliary Light	$6,965.70	$6,634.00
E-559-0900-72	EX RAL200 RX Aux Light w/ Rear Camera	$7,864.50	$7,490.00
E-562-0900-73	EX RAX300 Cable Reel	$40,670.70	$38,734.00
E-590-0900-71	EX RAX500 Cable Reel w/ 500M Cable	$67,297.65	$64,093.00
E-563-0900-70	EX RMX200 Cable Reel	$20,223.00	$19,260.00
E-564-0900-73	EX RED200 RX Elevator Lift Kit	$19,211.85	$18,297.00
E-569-0900-70	EX carriage	$15,234.66	$14,509.20
E-599-0900-70	EX Temperature Sensor RTS	$9,212.70	$8,774.00

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Sourcewell Pricing Worksheet

Sourcewell RFP #120721
Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

WinCan

	Detailed Description	List Price USD	5% Sourcewell Discount
ENTRY PACKAGE			
VX- ENTRY-1 (Purchase)	WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	$3,745.00	$3,566.67
VX-ENTRY-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	**ANNUAL** WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Viewer, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	$1,144.90	$1,090.38
VX-INFINITY-ENTRY-1 (Annual Support)	**ANNUAL Entry Enterprise Infinity Support Plan** includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades 5 Hours per year of Web Ex Training Same Day Support and Service	$695.50	$662.38
LITE PACKAGE			
VX-LITE-1 (Purchase)	WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	$7,960.80	$7,581.71
VX-LITE-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	**ANNUAL** WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	$3,028.10	$2,883.90
VX-INFINITY-LITE-1 (Annual Support)	**ANNUAL Lite Enterprise Infinity Support Plan** includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	$1,059.30	$1,008.86
ADVANCED PACKAGE			

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Sourcewell Pricing Worksheet

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Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

VX-INFINITY-EXPERT-1 (Annual Support)	**ANNUAL Expert Enterprise Infinity Support Plan** includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and **Version Upgrades** to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	$2,675.00	$2,547.62
VX-EXPERT-3-NET (Purchase)	3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.Work Order Management, Statistics, and GIS Queries.	$39,996.60	$38,092.00
VX-EXPERT-3-NET-SUB (ANNUAL SUBSCRIPTION, Includes support)	**ANNUAL** 3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.Work Order Management, Statistics, and GIS Queries.	$12,968.40	$12,350.86
VX-INFINITY-EXPERT-3 (Annual Support)	**3 User Expert Enterprise Infinity Support Plan** includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	$6,420.00	$6,114.29
OFFICE PACKAGE			
VX-OFFICE-1 (Purchase)	WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	$7,704.00	$7,337.14

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Sourcewell Pricing Worksheet

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Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

PROTOUCH			
PT-1010-SUB (ANNUAL SUBSCRIPTION)	**ANNUAL WinCan ProTouch**	$1,123.50	$1,070.00
MODULES			
SM-2230	Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	$5,296.50	$5,044.29
SM-2230- SUB (ANNUAL SUBSCRIPTION)	**Annual** Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	$1,712.00	$1,630.48
SM- 2230- INFINITY (Annual Support)	**Annual Maintenance-** Annual Ring Laser Measurement ect. Enterprise Infinity Support Plan	$856.00	$815.24
SE-2210	Scan Explorer Module	$7,120.85	$6,781.76
SE-2210-SUB (ANNUAL SUBSCRIPTION)	**Annual** Scan Explorer Module	$2,354.00	$2,241.90
SE-2210-INFINITY (Annual Support)	**Annual Maintenance** - Annual Scan Explorer Enterprise Infinity Support Plan	$1,284.00	$1,222.86
AM-2220	Asset Management Module	$5,457.00	$5,197.14
AM-2220-SUB (ANNUAL SUBSCRIPTION)	**Annual** Asset Management Module	$2,033.00	$1,936.19
AM-2220-INFINITY (ANNUAL Support)	**Annual Maintenance** - Annual Asset Management Enterprise Infinity Support Plan	$963.00	$917.14
CS-CleverScan (Annual)	**Annual** maintenance contract for CleverScan (Upgrades and Support), first year free		
HARDWARE			
H-RACKMOUNT-01	**Rackmount Computer**	$3,177.90	$3,026.57
H-LAPTOP-01	**Laptop Computer with Docking Station**	$2,589.40	$2,466.10
H-RAZOR	**Razer Ripsaw HD External USB Capture Card**	$411.95	$392.33
H-VITEC-C8	**Vitec Card PCI**	$2,300.50	$2,190.95
H-AVERCARD	**Aver Media Card PCI**	$502.90	$478.95
H-QSB-S	**QSB Quadrature to USB Adapter, Single Ended Encoder**	$176.55	$168.14
H-ENCODER	**Encoder Wheel**	$647.35	$616.52
TRAINING			
T-WINCANTRAINING-WEB	**Online Setup and Training with Online Instructor (4-8 hours total)**	$1,605.00	$1,528.57
T-WINCANTRAINING-1	**One Day On-Site Installation and Training** includes instructor's time and expenses	$3,531.00	$3,362.86
T-WINCANTRAINING-2	**Two Day On-Site Installation and Training** includes instructor's time and expenses	$4,815.00	$4,585.71

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Options

Option Type	Option Description	List Price USD	5% Sourcewell Discount
Safety	Additional LED Strobes	$770.40	$733.71
	Additional LED Arrow board	$1,198.40	$1,141.33
	LED Strobes in all 4 corners	$1,177.00	$1,120.95
	Carbon Monoxide Detector	$139.10	$132.48
Audio Visual	Printer	$642.00	$611.43
	additional 19" Tru-Vu Video monitor w/mount (for RVX SAT)	$1,305.40	$1,243.24
	19" Tru-Vu Monitor w/mount (For Rackmount)	$1,305.40	$1,243.24
	Multi TV mount - Suppports up to 3 Monitors	$ -	$ -
	Underdesk keyboard tray (req'd for SAT, optional for RVX	$256.80	$244.57
	Ethernet Cable & Port	$497.55	$473.86
Illumination	110v Swing out Light	$406.60	$387.24
	12v Handheld spotlight	$363.80	$346.48
	Cabinet lights	$925.55	$881.48
	Cabinet lights for Transit, Dodge or Sprinter	$925.55	$881.48
Utility	Cable reel slide Swivel	$1,947.40	$1,854.67
	Stackable SAT Reel Support Frame	$791.80	$754.10
	Sink	$2,247.00	$2,140.00
	Pedestal Crane	$7,490.00	$7,133.33
	Lifting Aid	$5,178.80	$4,932.19
	Bumper Drawer	$3,210.00	$3,057.14
	Bedslide	$2,878.30	$2,741.24
	Pocket Door	$1,583.60	$1,508.19
	Air compressor	$770.40	$733.71
	Magnetic tool holders	$203.30	$193.62
Chassis	Insulation	$1,498.00	$1,426.67
	Upgrade to 16' Aluminum Cutaway Box	$1,123.50	$1,070.00
	Upgrade to 16' Aluminum Dry Freight Box	$1,123.50	$1,070.00
	Roll-up rear door	$684.80	$652.19
	Upgrade to Onan 5.5 gas generator w/alum. Enclosure	$5,735.20	$5,462.10
	Underbody Generator Mount	$674.10	$642.00
Power	Upgrade to 7.0kw Onan generator	$3,466.80	$3,301.71

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QL-12-Sleeve- 2 Flare	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300 w/ 2 Flares	$816.11	$777.25
QL-14-Sleeve	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350	$900.53	$857.65
QL-14-Sleeve- 1 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w/ 1 Flare	$900.53	$857.65
QL-14-Sleeve- 2 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w/ 2 Flares	$900.53	$857.65
QL-16-Sleeve	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400	$977.93	$931.36
QL-16-Sleeve- 1 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w/ 1 Flare	$977.93	$931.36
QL-16-Sleeve- 2 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w/ 2 Flares	$977.93	$931.36
QL-18-Sleeve	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450	$1,176.09	$1,120.09
QL-18-Sleeve- 1 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w/ 1 Flare	$1,176.09	$1,120.09
QL-18-Sleeve- 2 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w/ 2 Flares	$1,176.09	$1,120.09
QL-20-Sleeve	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500	$1,176.09	$1,120.09
QL-20-Sleeve- 1 Flare	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500 w/ 1 Flare	$1,176.09	$1,120.09
QL-24-Sleeve	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600	$1,396.54	$1,330.04
QL-24-Sleeve- 1 Flare	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600 w/ 1 Flare	$1,396.54	$1,330.04
QL-28-Sleeve	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700	$1,598.21	$1,522.11
QL-28-Sleeve- 1 Flare	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700 w/ 1 Flare	$1,598.21	$1,522.11
QL-36-Sleeve-Big	High-grade steel sleeve DN900 L=200mm, 2 parts w/ EPDM DN900	$2,096.56	$1,996.72
End Sleeves			
QL-6-End Sleeve	High-grade steel sleeve DN150 L=250mm w EPDM rubber seal DN150	$554.63	$528.22
QL-8-End Sleeve	High-grade steel sleeve DN200 L=250mm w EPDM rubber seal DN200	$593.32	$565.07
QL-10-End Sleeve	High-grade steel sleeve DN250 L=250mm w EPDM rubber seal DN250	$641.40	$610.86
QL-12-End Sleeve	High-grade steel sleeve DN300 L=250mm w EPDM rubber seal DN300	$701.20	$667.81
QL-14-End Sleeve	High-grade steel sleeve DN350 L=250mm w EPDM rubber seal DN350	$778.58	$741.51
QL-16-End Sleeve	High-grade steel sleeve DN400 L=250mm w EPDM rubber seal DN400	$897.02	$854.31
QL-18-End Sleeve	High-grade steel sleeve DN450 L=300mm w EPDM rubber seal DN450	$1051.80	$1001.71
QL-20-End Sleeve	High-grade steel sleeve DN500 L=300mm w EPDM rubber seal DN500	$1,106.91	$1054.20

ENVIROSIGHT

SCARSDALE
1701
NEW YORK

MEMORANDUM
Village Manager's Office

To: Alex Marshall, Acting Village Manager

From: Charles Hessler, Assistant Village Manager

Date: Thursday, January 18, 2024

RE: Public Comments Received between January 03, 2024 and January 17, 2024

Attached, please find the public comments received between January 03, 2024 and January 17, 2024. Please note, the public comment cutoff date is Wednesday at noon preceding any given Board of Trustees Regular Meeting.

Christine Sciandra

From: Jordan Copeland <jordancopeland@me.com>
Sent: Thursday, January 4, 2024 7:31 PM
To: Public Comments
Subject: Winter overnight parking

CAUTION: External sender.

Hello everyone and happy new year!

You may recall I addressed the Board on November 14 about the curious history behind Scarsdale's overnight winter street parking regulations, and I proposed looking into modifying the current 5 month blanket parking prohibition to a scheme where parking is prohibited only during a snow emergency.

Well I was talking to an Eastchester resident today about the coming possible snowfall, and he told me happily that this year Eastchester made this exact change. Below I have attached the supervisor's letter advising residents of the changed restrictions.

After this winter, it may be worth contacting Eastchester to inquire how their new policy went for them this winter in terms of compliance and ease of snow clearance.

Thanks for all you do!

Jordan Copeland
45 Woods Lane

Supervisor
ANTHONY S. COLAVITA

Council Members
LUIGI V. MARCOCCIA
JOSEPH D. DOOLEY
THERESA V. NICHOLSON
SHEILA MARCOTTE

Town Clerk
LINDA D. LASID

Receiver of Taxes
ROCCO N. CACCIOLA

TOWN OF EASTCHESTER
40 Mill Road, Eastchester, New York 10709
www.eastchester.org

October 16th, 2023

Re: Snow Emergency/P
Restrictions

Dear Fellow Residents:

For many years the Town had a local law that prohibited parking on p
roads from 2 a.m. to 6 a.m. from December through March of each winte
season. With the exception of some exempt streets, all vehicles had to b
road during that period. At the Town Board meeting held on August 8th, 2
the Town Board adopted a new Local Law which no longer prohibited pa
from December through March of each winter, **except in the event of a**
other weather emergency. The new law provides that the Superintende
Highways is authorized to impose temporary parking restrictions on all st
the event of a snow or weather emergency and shall issue an order proh
parking as described above. This means that **you must remove your ca**
the street during a snow or weather emergency for the period designa
the Superintendent of Highways but you can park on the street **if there is**
snow or weather emergency during December, January, February and
from 2 a.m. to 6 a.m. daily. In the event you do not receive the notice of
you are still obligated to remove your vehicle from the street in the event
snow storm for example.

The best way to find out if you need to remove your car from the stree
sign up for the town's notification system which is on the town's website.
at www.eastchester.org. On the right side of our home page, you will see
box with a tab entitled "Sign up to receive notifications from the Town". S
follow the prompts to register. You can choose to be alerted by landline
call, cell phone call, text message, or email (or all of them) and you can a

New Snow Emergency Parking
Restrictions 2023
PDF Document · 670 KB

Christine Sciandra

From: meppenstein@eppenstein.com
Sent: Wednesday, January 17, 2024 1:41 AM
To: Alexandra Marshall; Trustee Brew; Public Comments
Cc: 'Cynthia Roberts'; 'Elaine Weir'; 'Joan Weissman'
Subject: FW: Scarsdale Invasive Vine Cutting Project
Attachments: Scarsdale Village Liability Waiver-Vine Cutting MEdraft v02.docx

CAUTION: External sender.

Dear Alex,

The vine cutting/pollinator program hosted by Scarsdale Forum and FOSP was held on Sunday, January 7 with at least 55 attendees present at the Library in person or on Zoom (the program was referred to in our prior email to you in December). Bob DelTorto and Margie Lavender presented (the event recording link is **HERE**, program begins at counter 17:52).

According to Elaine, approximately three dozen volunteers 18 years or older have signed up for the program we are developing to save Scarsdale's trees on public land. Like the Bronx River Reservation Conservancy's protocol, it will consist of a tutorial followed by vine cutting at Village approved green spaces, primarily parks and playing fields wherever there are vines on trees that are accessible. We will advise you in advance about when and where volunteers will be working.

As mentioned in my December correspondence below, if the Village is going to require participants to sign a waiver, such as the draft previously sent you and attached here, we would need it finalized as soon as possible. As weather allows, Bob DelTorto's volunteer vine cutting program for the non-profit Bronx River Reservation Conservancy is operating this winter. We would like to begin as soon as possible and are requesting the waiver for use with Scarsdale's volunteers to facilitate our program's scheduling. Thank you for your assistance.

Sincerely,
Madelaine, 914.262.6656

Madelaine Eppenstein
Phone: 914.262.6656
E-mail: **meppenstein@eppenstein.com**

NOTICE OF CONFIDENTIALITY
This e-mail message and its attachments (if any) are intended solely for the use of the addressee(s) hereof. In addition, this message and the attachments (if any) may contain information that is confidential, proprietary, privileged, and/or exempt from disclosure, or otherwise protected under applicable law. If you are not the intended recipient of this e-mail, you are hereby notified that you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by reply e-mail and immediately and permanently delete the original, any copy, any attachments and any printout thereof, and purge any copies and attachments of the transmission stored in any electronic medium. Nothing in this message should be interpreted as a digital electronic signature that can be used to authenticate a contract or other legal document. Thank you for your cooperation.

From: meppenstein@eppenstein.com <meppenstein@eppenstein.com>
Sent: Tuesday, December 12, 2023 10:16 AM
To: 'Alexandra Marshall' <amarshall@scarsdale.com>

Cc: 'Cynthia Roberts' <cynthiavroberts@gmail.com>; 'kbrew@scarsdale.com' <kbrew@scarsdale.com>
Subject: Scarsdale Invasive Vine Cutting Project

Dear Alex,
At your recent meeting with residents and Trustee Brew to discuss the formation of an all-volunteer invasive vine pruning project on Village properties, the matter of having participants sign a waiver was discussed. I've drafted the attached based on a form that the Village provided to participants in a project at the Girl Scout House and other available online sources. Please review the document and let me know of any comments and corrections you and/or the village attorney require. As you may already have learned, a program on vine cutting and pollinator gardens is scheduled to take place on Sunday, January 7, 2024 at 3:00 pm, which will be co-sponsored by the Scarsdale Forum Inc and Friends of the Scarsdale Parks, Inc. Bob DelTorto, who organizes the Bronx River Parkway Reservation Conservancy's vine cutting project, will be a featured speaker at this event in addition to a soon to be announced speaker on the subject of building pollinator gardens.
Sincerely,
Madelaine, 914.262.6656
Madelaine Eppenstein
Phone: 914.262.6656
E-mail: **meppenstein@eppenstein.com**

Draft

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

By signing this agreement, I acknowledge and voluntarily assume the risk of harm that I or my child(ren) may be exposed to or sustain by participating in vine cutting on Scarsdale Village properties, parks and facilities/fields, and that such exposure may result in personal injury, illness, disability or other harm. I understand that the risk may result from the actions, omissions, or negligence of myself and others, including, but not limited to, volunteers, sponsors and other program participants. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any to myself including, but not limited to, personal injury, illness, disability, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s participation in and utilization of the Village properties, parks and facilities/fields. I further understand the requirement that I or my child(ren)must be 18 years or older to participate, wear closed toed footwear, long pants, and work gloves, and shall not use power tools of any kind. On my behalf, and on behalf of my child(ren) 18 years or older who participate, I hereby release, covenant not to sue, discharge, and hold harmless the Village of Scarsdale, its employees, agents, officers, and representatives, volunteers and other program participants of and from any claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes claims based on the actions, omission, or negligence of the Village, its employees, agents, representatives, and of the volunteers and program participants, whether the harm occurs before, during, or after participation and utilization of the Village's properties, parks and facilities/fields.

PHOTO/IMAGE RELEASE

I hereby grant the Village of Scarsdale, and its employees, agents, officers, and representatives, volunteers and other program participants, permission to use photographic portraits, pictures, digital images or videotapes of me, my child(ren), or in which I or they may be included in whole or part, or reproductions thereof in color or otherwise for any lawful purpose whatsoever, including but not limited to use in any Village publication or on the Village website, without payment or any other consideration. I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, wherein my or their likeness appears, or the use to which it may be applied. On behalf of myself, my heirs, representatives, executors, and assigns, I hereby release, discharge, and agree to indemnify and hold harmless the Village and its employees, agents, officers, and representatives, volunteers and other program participants from all claims, demands, and causes of action that I have or may have by reason of this authorization, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said photos, digital images or videotapes, or in processing tending towards the completion of the finished product.

_____	_____
Participant Name (Print)	Date
_____	_____
Parent/Guardian (Signature)	Parent/Guardian (Print)

Christine Sciandra

From: Darin Dillon <darindillon@gmail.com>
Sent: Friday, January 5, 2024 1:46 PM
To: Public Comments
Subject: Thoughts on proposed moratorium

CAUTION: External sender.

I'd like to ask you to consider voting against a proposed moratorium on teardowns. I think residents are open to changes on issues like floor-area-ratio, setbacks, or subdividing land, but I fear a full ban on all tear-downs is far too broad.

I'm concerned about the lack of clarity on what happens after the allegedly temporary moratorium expires. I respect that the board might have reasonable plans for the end state, but from talking to my neighbors, most believe the moratorium is an attempt to gradually normalize a "temporary" anti-building code into a permanent ban that would not be supported if we learned the full extent all at once. Instead of a moratorium while we study the issue, why can't we study *first*, make a concrete long term plan *first*, and then allow voters to decide on that plan?

The building code has been in place for decades, and there is no emergency that suddenly requires an immediate teardown ban now before the board unveils its long term plan. Is it true that the end goal is simply to permanently ban most teardowns?

There are many old outdated homes in Scarsdale which are not historic, not aesthetically interesting, full of asbestos in the walls, but not cost-effective to renovate. Replacing them with newer, nicer homes will only improve Scarsdale as a desirable community to live.

I ask you to please consider rejecting a ban on teardowns. At a minimum, there should be clearer details on what the intended end state will be after the moratorium, before we decide whether to enact a moratorium at all.

Sincerely,
Darin Dillon
4 Sage Terrace

Christine Sciandra

From: Julie Zhu <julzhu@gmail.com>
Sent: Sunday, January 7, 2024 8:36 PM
To: Public Comments
Subject: In Support of Moratorium

CAUTION: External sender.

Dear Mayor Arest and Members of the Village Trustees,

Growing up in China during my teens, I witnessed numerous instances where extensive green spaces, trees, and entire parks were flattened to make way for towering high rises or golf courses, all justified by housing needs and economic development. Nowadays, many younger generations in China are questioning the rapid pace and lack of comprehensive planning over the past 40 years, often asking their parents, "How can you do this to us?"

The ongoing discussions about the pros and cons, as well as the scope, of the village moratorium are long overdue and necessary, albeit uncomfortable and heated at times. As highlighted by NYS's Land Use Moratoria (see note below), the challenges faced by growing communities like Scarsdale in terms of development pressures may necessitate temporary halts on specific types of development or in certain areas. This allows municipal leaders the time to formulate a comprehensive regulatory approach to meet the evolving needs of the community.

I commend you for the courage to propose this moratorium, and you have my full support.

When all is said and done, we ought to be able to look our children and grandchildren in the eye and say, "I did my level best to ensure the Scarsdale you are living in today *still is the village in the park*."

Sincerely,

Julie Zhu
11 Harcourt Rd

* Land Use Moratoria JAMES A. COON LOCAL GOVERNMENT TECHNICAL SERIES (revised 2011, reprinted 2021)

Christine Sciandra

From: Sirus Miandoabi <sirus@integralengrg.com>
Sent: Tuesday, January 9, 2024 4:11 PM
To: Public Comments
Subject: IES - Moratorium Letter to Board
Attachments: 20240109 - IES Letter to Scarsdale.pdf

CAUTION: External sender.

Good Afternoon,

Please see attached letter in opposition to the proposed moratorium, as well as other suggestions to help benefit our community.

—

Thank you,

Sirus Miandoabi, P.E.
Founder/President
Integral Engineering Services, PLLC
914-774-0343
Website - Instagram - Linked-In

Integral Engineering Services

27 Main Street : a
Dobbs Ferry, NY 10522
914-274-8874 : t
info@integralengrg.com : e
www.integralengrg.com : w

MEMORANDUM

Date: 1/9/2024

Mayor Arest
Deputy Mayor Whitestone
Members of the Scarsdale Board of Trustees
1001 Post Road
Scarsdale, NY 10583

Re: Proposed Moratorium – Local Law 19

Mayor Arest, Deputy Mayor Whitestone, Members of the Board,

My name is Sirus Miandoabi and I am the Founder & President of Integral Engineering Services. I have a small engineering practice in the Dobbs Ferry for the past 3 years. I work with many architects in the area and have vested interest in laws pertaining to building construction, demolition, and the problem that has been plaguing our communities, storm water management.

I have been following the board's discussion regarding this Moratorium and unable to attend tonight's meeting, but would appreciate this letter is read into the record.

I first heard about the new law through a colleague, where the board considered a moratorium on all new building permits, which I believe would be disastrous for our community. I am glad that the board agrees and has curbed the scope of this moratorium under consideration.

There are some ethical and logistical concerns regarding any moratorium that is put into place and liabilities that must be considered by The Village if electing to proceed in this direction. There is no precedent or reason to suspend function of government while discussions are underway regarding potential changes to FAR, Coverage and other Zoning ordinances.

Reasons as follows:

- There is a direct relationship between FAR and property assessments. The more investment that is made into real property, the more property values will increase and help the tax base & government funding.
- It is my opinion that incentivizing growth and investment in the community is most beneficial for our community's prosperity. Repressing investment and cutting taxes for aging citizens is ill advised and associated repercussions must be examined for sensible decision making.

Storm water management practices must be addressed through Federal Government Grants and infrastructure projects. Dredging the Bronx River, reinforcing the banks of drainage canals,

Integral Engineering Services

27 Main Street : a
Dobbs Ferry, NY 10522
914-274-8874 : t
info@integralengrg.com : e
www.integralengrg.com : w

and increasing the municipal storm water capacities must be the top priority. Reducing ground water tables will prevent soil migration that is root cause of many infrastructure issues that are experienced.

COVID effectively shut down functioning of government for 1-2 months, and it took almost 2 years to recover. Now that we are recovered the board to weigh a 6 month pause, which will have extraordinary effects that the Board must create a commission for and review thoroughly before acting.

A moratorium will personally effect me and burden my business with economic hardship. Unfortunately, I do not have confidence that the direction The Village is moving is the correct.

Thank you for your time and consideration,

Sirus Miandoabi, PE
President/Founder

Christine Sciandra

From:	rozyoung@icloud.com
Sent:	Tuesday, January 9, 2024 5:37 PM
To:	Mayor Justin Arest; Clerk's Department; Alexandra Marshall; Public Comments
Cc:	Trustee Ahuja; Trustee Brew; Trustee Gans; Trustee Gruenberg; Trustee Mazer; Trustee Whitestone
Subject:	Architects Questions on the Draft Moratorium
Attachments:	BOT Questions 1924.pdf

CAUTION: External sender.

Dear Mayor and Trustees, Thank you for posting the Moratorium Draft 12/30/23. In the last 10 days Many questions have been asked by Professionals and Home Owners, I have put together some of the Questions that have come my way...
hopefully tonite you can give us quick "yes or no" to each.

Please see attached letter, thank you

Kind regards

Rosamund A.Young AIA
914-419-6616
rozyoung@icloud.com
www.rosamundyoung.com

ROSAMUND YOUNG ARCHITECTURE P.C.

6 Norwood Road
Scarsdale NY 10583
TEL *914.419-6616*
EMAIL *Rozyoung@icloud.com*

To the Mayor and Board of Trustees
Village of Scarsdale
1001 Post Road, Scarsdale NY 10583

January 9, 2024

RE: Proposed Building Moratorium

Dear Mayor and Trustees,

I SUPPORT CODE REVIEW ...NOT A MORATORIUM

We are in receipt of the Revised Draft for the Proposed Moratorium posted 12/30/23.

If implemented We have many questions regarding the Draft and how we as Professionals and Home Owners will be able to proceed with Projects or not: Hopefully these are quick Yes or No answers!

1. Section 5: can you guarantee a maximum 6 month time period for the Moratorium?

2. Section 5: Projects that made application to any Board before the December 19, do they continue process with old rules or Moratorium rules?

3. Section 5: Projects that made application to any Board between December 19 and January 9th, do they use old rules or Moratorium rules?

4. Section 5: What happens to Projects processed and approved during the Moratorium under Moratorium rules after Moratorium is lifted? Will they have to be re-submitted to comply with the new Rules?

5. Section 7: Will Pool Permit Applications be permitted within exception 7-L?

6. Section 7: Will SWEC Applications be permitted within exception 7-L?

7. Section 7: Will Buffer Rule code 254 Applications be permitted within exception 7-L?

8. Section 7: Do all Exceptions go before the Interim Committee, and is there a guaranteed set maximum review time period for that approval/denial? Who is on that Committee?

9. Section 7: Why was height not considered for % Reductions along with all other Categories?

10. Section 7: FAR reductions, these appear to be punitive to the smaller Zones, Is it reasonable that ¼, 1/3 and ½ acer Properties be denied a Bedroom, Office or a Garage? (reduction range 107 to 260sf)

11. Section 7: Side Yard reductions, these appear to be punitive to the smaller Zones, What exactly does this achieve in terms of Drainage, Bulk and Flooding? Will SideYard bonus be calculated on these reduced sideyards?

12. Section 7: Demolitions 100% (teardowns) will these be permitted under compliance with 7-L(d)? Or is that only for Demolitions less than 50%?

13. Section 8: Who will review an Application for a Waiver or a Variance within the Moratorium rules? Which Board and what is the procedure/time required?

14. Section 9: Why are the temporary Moratorium rules being written into the Village Code?

Sincerely,

Rosamund A. Young AIA
Architect

Christine Sciandra

From: Boning Liu <boning.liu@gmail.com>
Sent: Friday, January 12, 2024 10:54 AM
To: Public Comments
Subject: Comments about the code review during the 6 months moratorium

CAUTION: External sender.

Dear Mayor and Trustee,

My name is Cathy Liu and I am a 6 year resident as well as a licensed professional engineer specializing in drainage with extensive experience in both suburban and urban planning. I would like to provide my comments regarding the code review during the 6 month moratorium.

I have had the privileges of contributing to the prevention of flooding in various residential developments within the New York Region. The suburban and the city have different approaches to prevent flooding.

As a plan reviewer for stormwater pollution prevention plans at NYCDEP (New York City Department of Environmental Protection), I have dedicated several years to overseeing residential developments, including mansions and subdivisions, in towns such as Bedford, North Salem, Chappaqua, and Somers to prevent surface runoff from impacting the New York City water supply. A stringent process is followed before any architectural review takes place. Developers are required to submit a comprehensive stormwater management plan to our department before proceeding to the town planning board. This serve as the initial step in the development process. This site plan include the size and location of the house and impervious area and it also include essential components such as stormwater management calculations, ,number and locations of infiltrations, and other stormwater management practices.

Before the submission of the plan, a crucial step involves scheduling soil testing to assess soil quality. Our office are required to be on-site to witness the excavation and soil testing. This thorough examination is imperative, as it often takes the builder's engineer multiple attempts to identify a location with suitable soil conditions for constructing proposed infiltrators. The infiltration rate must adhere to the New York stormwater management standards, requiring it to be above 0.5 inches per hour, with no groundwater present in the first five feet. Failure to locate suitable soil renders the development unfeasible, and the landowner bears the responsibility for associated costs.

Currently, I am working in capital program management at NYCDEP, where my role involves overseeing and executing infrastructure upgrades throughout New York City. The urban landscape presents a distinct scenario—New York City grapples with aging infrastructure but recognizes the necessity to accommodate development. Understanding that such development is impractical without concurrent infrastructure enhancements, the NYC Department of City Planning collaborates with NYCDEP during the planning stage of developments or rezoning. This collaboration involves reaching

out to NYCDEP to ascertain the timeline for drainage analysis, specifically evaluating the capacities of the sanitary sewer and storm sewer systems to accommodate the proposed development. Additionally, the infrastructure improvement timeline is a crucial aspect integrated into the considerations for rezoning and development. Notably, the city bears the responsibility and cost associated with averting flooding and preventing sewer backups. This collaborative effort ensures a harmonious balance between urban development and the preservation of essential infrastructure in New York City.

If Scarsdale intends to amend the zoning code to accommodate downtown development or comply with federal mandates for affordable housing apartments, similar approach should be adapted. A comprehensive evaluation of our existing infrastructure is imperative. Before implementing any new development plans, it is essential to conduct a thorough investigation and subsequent upgrade of the current infrastructure to ensure it aligns with the proposed changes and can adequately support the envisioned developments. This proactive approach will help address potential challenges and ensure that the infrastructure is robust enough to sustain the needs of the community and any mandated housing initiatives.

Both approaches hold the potential to facilitate increased development. Currently in Scarsdale, our stormwater management permit process involves submission after the Board of Architecture Review, a process that, unfortunately, proves too late. By the time the permit is considered for final approval alongside the building permit, homeowners and developers have already invested significant time and resources in the intricacies of the house design. Denying the stormwater permit application at this stage becomes unlikely, as builders often find ways to present a stormwater management plan that meets the criteria. Which then will be self-certified for the soil condition and effectiveness of the infiltrators. Our small engineering team lacks the capacity to witness soil conditions and perc rate tests, rendering our stringent stormwater code less enforceable. In certain areas of Scarsdale with poor soil conditions, the code's enforcement becomes even more challenging, leading to potential hardships, even for replacing a new house with the same footprint. The situation becomes more critical when considering subdivisions that call for a doubling of house footprints; these cases warrant careful examination.

To address these challenges, I propose a fundamental shift in the process. A stormwater management permit should precede the application to the planning board for subdivision or house expansion beyond a specific threshold. Given the strain on the current public system, it becomes imperative that the proposed house's stormwater management plan is not only submitted early but is also feasible and robust before any increased development can be further considered.

Builders often claim that new houses will have superior drainage systems compared to old houses, a fact applicable to the house itself. However, the assertion may not hold true for the broader environment, including streets and neighboring properties. New systems, if not approved robustly, may divert flow to the street, causing potential issues. Many recent developments have been allowed to have infiltrators to be installed in the front yard and under the driveway, with a release mechanism diverting flow to the street when storage is full. This practice, driven by a reluctance to reduce house footprints and allocate space for infiltrators in the backyard, raises concerns about the potential impact on the community. The village faces limitations in issuing violations to these houses, as approvals were granted under existing practices. Even with the introduction of a new code, there is a need to anticipate potential issues and limit the development of future houses to prevent a recurrence of similar problems. Recent housing developments have triggered ongoing complaints among neighbors, underscoring the urgency for the village to address these issues promptly and comprehensively.

It is imperative for the village to actively enforce our existing code. The engineering department, given its relatively small size, faces challenges in adequately serving the village's needs. As mentioned earlier, they are unable to witness soil testing and are sometimes absent during the backfill of infiltrators due to staffing issues. Additionally, the village typically refrains from intervening when issues such as a neighbor's roof leader redirecting water towards another house

or a clogged drain causing severe downstream flooding arise. These issues demand immediate attention, irrespective of any potential changes to the existing code.

Furthermore, the recent amendment to our building code in 2020, limiting the height of new buildings, is commendable. However, there are currently no restrictions on the elevations at which houses should be built. A concerning trend has emerged where new houses are constructed at significantly higher elevations relative to neighboring properties. This has the potential to divert surface runoff from these houses onto neighboring properties. I recommend that a consulting company thoroughly examine and address this issue.

In 2015, we engaged the services of consultant Phillips Preiss to examine the matter concerning bulk regulations. The findings indicated that the concept of "bulk" is minimally associated with the Floor Area Ratio (FAR) and instead relies heavily on factors such as design, façade, and garage location. I am keen to discover the insights our new consultant will provide on this matter.

Additionally, in 2002, Scarsdale introduced the concept of floor area ratio to control the size of houses. This had a significant impact on numerous existing houses in Edgewood on small lots, constructed around the 1920s, rendering them nonconforming. The temporary moratorium implemented further reduced setbacks for a period of six months, resulting in an additional 160 square feet reduction in floor area ratio for these houses. For instance, a house built in 1928 for 2400 sqft on a lot of A5 (5200 sqft) could only adhere to a 2200 sqft limit as per the 2002 code if a redevelopment is needed, and this have been further reduced to 2000 sqft for new houses temporarily. Careful consideration is warranted in evaluating the necessity of further reducing the floor area ratio. If the issues outlined in the preceding paragraphs are not effectively addressed by the village, a reduction in floor area ratio may not contribute to alleviating flooding concerns but may instead lead to a decrease in property values.

Just my 2 cents,

Thank you for your consideration,

Cathy Liu