

TOWN OF ORANGETOWN

PROPOSED LOCAL LAW # \_\_\_\_ - 2024

A LOCAL LAW TO AMEND CHAPTER 30 OF THE TOWN CODE ENTITLED “SEWERS-RULES AND REGULATIONS”, TO AUTHORIZE THE COMMISSIONER OF THE TOWN’S DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING TO ISSUE CERTIFICATES OF SEWER REGISTRATION

Be it enacted by the Town Board of the Town of Orangetown as follows: The Code of the Town of Orangetown, shall be amended to incorporate revisions as described (additions are underlined, deletions are ~~strikethrough~~):

**Section 1. Amend Definition section**

Section 30-1 of Chapter 30 of the Town Code entitled “Definitions” is hereby amended as follows:

**CERTIFICATE OF REGISTRATION**

Documented approval issued by the ~~Town Board~~ Commissioner of the Town of Orangetown Department of Environmental Management and Engineering which grants the recipient the right to plan, excavate, construct and connect, in accordance with all Town regulations, house sewers from curb to main interceptor line.

**Section 2. Amend Certificate section**

Section 30-6 of Chapter 30 of the Town Code entitled “Certificate of registration” is hereby amended as follows:

**§ 30-6 Certificate of registration.**

A. All applications for certificates of registration to construct any house sewer or do any work indicated to any connection to said system shall be made, in writing, to the ~~Director~~ Commissioner of the Department of Environmental Management and Engineering, and all certificates of registration shall be granted by ~~the Board~~ the Commissioner upon satisfaction of the criteria set forth herein. The fee for such certificate of registration shall be ~~\$250~~ as set by Town Board Resolution. An applicant, before receiving such certificate, shall furnish to the ~~Board~~ Director proof satisfactory to it that:

- (1) Said applicant is qualified to do such work in a good, workmanlike manner.
- (2) Said application is accompanied by a bond with sureties acceptable to the ~~Board~~ Commissioner in the sum of not less than \$25,000 guaranteeing that:
  - (a) The applicant shall duly and faithfully perform said work in all respects.
  - (b) Said applicant shall comply in all respects with all rules and regulations established by the Town.

- (c) Said applicant will indemnify the Town for all loss or damage that may result from his work.
  - (d) Said applicant shall obtain a permit from the Town before commencing any work or excavation.
  - (e) In the event that the applicant has been deemed to have violated this ordinance or any rule or regulation, upon notice thereof, said applicant will forthwith, at his own expense, cure said violation, and in the event of his failure to do so within a reasonable time thereafter, said violation may be cured by the Town, and any expense incidental thereto will be paid by the applicant.
- B. The applicant shall furnish certificates of public liability insurance in the sum of \$1,000,000 and property damage insurance in the sum of \$100,000, which shall indemnify and save harmless the district and the Town, its officers, agents and employees from all suits and actions for the recovery of damages, money or otherwise, for and on account of any injury or damages, resulting in death or otherwise, received or sustained by any person, persons or property as a direct or indirect result of any work, labor or materials used by the applicant and/or as a result of negligence, carelessness or recklessness of the applicant in the performance of said work and/or as a result of any act of omission or commission of said applicant. Said applicant shall have workers' compensation insurance as required by law, and the application shall be accompanied by certificates thereof or by satisfactory proof of exemption. All of said policies of insurance shall bear an endorsement in favor of the Town of Orangetown. [Amended 9-10-1991 by L.L. No. 17, 1991; 11-27-1995 by L.L. No. 34, 1995]
- C. All materials used in conforming to this ordinance will be of the best quality and all work will be executed by skilled workers in a thorough, workmanlike manner.
- D. ~~Upon receiving said certificate from the Board the applicant shall furnish to the Superintendent a certificate of its issuance, signed by the Town Clerk.~~ Said certificate of registration may be canceled and annulled by the Board Commissioner for cause after a ~~public~~ hearing thereon, but such certificate of registration shall be automatically canceled and annulled upon the expiration of either the bond or the insurances required for such certificate of registration. The owner of such canceled certificate shall not thereafter be registered for a period of two years after the date of the cancellation of said certificate. Said certificate of registration shall expire on the 31st day of December in each year succeeding the date of its initial issuance. All applications for renewals of said certificates shall be filed between the 15th day of November and the 30th day of November next preceding the date of expiration, and such renewal certificates shall become effective on the first day of January thereafter.
- E. Nothing herein contained shall prevent any owner from constructing the connection and/or furnishing the material from the house drain to the property line, and any owner doing such work on his private property need not, unless required by any other law, obtain a certificate of registration nor furnish any bond, public liability insurance nor any workers' compensation insurance but shall otherwise comply with this ordinance. The owner shall

comply with this ordinance concerning any work and materials necessary for the connection outside of the property line, and such work shall be performed under a certificate of registration.

- F. Any person, firm or corporation who is registered under § 30-6 of this ordinance will not be permitted to subcontract the installation of these facilities. Any signature for work performed by others will immediately revoke the certificate of the signee. [Added 5-25-1964]

**Section 3. Severability Clause**

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

**Section 4. Effective Date.**

This Local Law shall become effective immediately upon being filed with the Secretary of State.

**DICHTER LAW LLC**  
**ATTORNEYS AT LAW**  
**483 CHERRY STREET**  
**SUITE 100**  
**BEDFORD HILLS, N.Y. 10507**

TELEPHONE: (212) 593-4202  
FAX: (212) 994-5394  
Website: [www.dichterlaw.com](http://www.dichterlaw.com)

JOEL R. DICHTER  
Dichter@dichterlaw.com

July 17, 2024

(Via e-mail)  
Hon. Teresa M. Kenny  
Town Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Re: Orange and Rockland, Rate Case – PSC Docket Nos. 24-E-0060 / 24-G-0061

Dear Supervisor Kenny:

Thank you for your expression of interest in retaining Dichter Law LLC (the “Firm”) in connection with representation of the concerning the pending Orange and Rockland rate proceeding before the New York Public Service Commission. It is our understanding that we will be jointly representing a Coalition consisting of the Towns of Clarkstown, Haverstraw, Orangetown, Ramapo, and Stony Point as well as Rockland County, Rockland Green and Rockland County Sewer District No. 1 (the “Coalition”). Our goal is to provide high quality legal services to the Coalition in a cost-effective manner. To help accomplish this goal, I have set forth the guidelines that will govern our relationship, consistent, of course, with the rules of professional responsibility that apply to all attorneys.

1. Conflict of Interests. I have already conducted a preliminary conflicts’ check and have determined that no potential conflict of interest exists with present or former clients of my Firm. If, however, during the course of my services to you, I become aware of any potential conflicts of interest, I will provide you with all the necessary information.

I represent many governmental bodies, entities and individuals and it is possible that some of my present or future clients may have disputes or dealings with you during the time that I am representing you. Therefore, as a condition to my undertaking this representation, you agree that my Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to my work for you, including Westchester communities in proceedings before the PSC. I agree, however, that your prospective consent to possibly conflicting representation shall not apply in any instance where, as a result of my representation of you, I have a duty under the Canons of Ethics not to represent such other client without your express consent thereto. Moreover, as counsel, my

communications are subject to the attorney-client privilege. I will also maintain, in strict confidence, all of our discussions concerning proprietary matters.

2. Scope of Representation. I will provide advice, counsel and representation in the area of the rates for a supply of electricity and natural gas to the Coalition, as well as other legal representation that may be requested from time to time, including representation of the Coalition before the New York Public Service Commission in the pending proceeding to review the petitions of Orange and Rockland Utilities New York in cases 24-E-0660 and 24-G-0061. Participation includes attendance at conferences and hearings in Albany, preparation of discovery, review of responses to discovery of other parties, analysis of testimony, submission of expert testimony, preparation of cross-examination, briefs, settlement meetings etc.

3. Fees and Costs. The Firm will charge, and the Town of Orangetown agrees to pay, fees for legal services provided. For this matter, we have agreed to a flat fee of \$70,000 (the "Fee") to be paid in total by the members of the Coalition as follows: Rockland County - \$15,000; Rockland Green - \$15,000; Rockland County Sewer District No. 1 - \$15,000; Town of Clarkstown - \$6,750; Town of Orangetown - \$4,000; Town of Ramapo - \$10,000; and Town of Stony Point - \$1,250. Of that amount, as indicated, the share to be remitted by the Town of Orangetown is \$4,000.

Any additional services, approved in advance, are based on the time devoted to your matters and the hourly rate for each Firm member performing the work. The rate is \$325 per hour. This rate may not be increased without your written consent. In addition to charges for legal services, you will also be responsible to reimburse the Firm for out-of-pocket costs and expenses incurred as a result of my representation, including but not limited to: travel, postage, facsimile charges, courier fees, copying costs, and court reporter fees.

We will issue invoices for our services to each Coalition member based upon their percentage share of the Fee. As indicated above, Orangetown's share shall not exceed \$4,000 without consent. The Fee does not include the cost of participation in any appeal or any unforeseen events. If it appears additional funding is required, we will request additional authorization prior to exceeding the Fee.

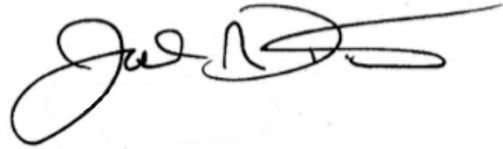
We ask that you pay invoices upon receipt. Interest at the rate of one percent per month may be charged on all accounts after thirty (30) days. Where applicable, in the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, a copy of which provision will be furnished upon request.

4. Termination or Amendment. This agreement, insofar as it relates to services not already performed, may be terminated by you at any time. I also have the right to terminate my representation, subject to applicable ethical considerations. Following termination, I will bill you for all outstanding fees and costs incurred through the termination date. The Firm will provide reasonable assistance in effecting a transfer of responsibilities to new counsel. In addition, the terms of this Retainer Agreement may be reexamined and amended at any time, should we agree to do so, in writing.

If this letter satisfactorily sets forth the terms of our agreement, please indicate your acceptance of its terms, signing below and returning by email.

I very much appreciate the opportunity to be of service.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joel R. Dichter", written over a horizontal line.

By: \_\_\_\_\_

Joel R. Dichter, Esq.

APPROVED, ACCEPTED AND AGREED  
TO THIS \_\_\_\_\_ DAY OF JULY, 2024

TOWN OF ORANGETOWN

By: \_\_\_\_\_

**DICHTER LAW LLC**  
**ATTORNEYS AT LAW**  
**483 CHERRY STREET**  
**SUITE 100**  
**BEDFORD HILLS, N.Y. 10507**

TELEPHONE: (212) 593-4202  
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JOEL R. DICHTER  
Dichter@dichterlaw.com

July 17, 2024

(Via e-mail)  
Hon. Teresa M. Kenny  
Town Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

**RE: Orange and Rockland Rate Case – PSC Docket Nos. 24-E-0060/24-G-0061**

The Town of Orangetown's share of legal fees for representation of the Coalition in the pending Orange and Rockland Rate case before the New York Public Service Commission, PSC Docket Nos. 24-E-0060/24-G-0061..... \$4,000.00

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**TOTAL DUE = \$4,000.00**

**PLEASE NOTE THE OFFICE ADDRESS OF DICHTER LAW LLC HAS CHANGED. PLEASE UPDATE YOUR RECORDS.**

Please remit payment in the amount of \$4,000.00

**Wire Instructions:**

ACH Instructions:  
Wells Fargo Bank  
ABA # 026012881  
Account No.: 9983847592 for the account of Dichter Law, LLC

**EIN No.: 26-0161092**

# SCHLOSS & SCHLOSS, PLLC

ATTORNEYS AT LAW

55 OLD TURNPIKE ROAD, SUITE 211

NANUET, NEW YORK 10954

(845) 425-4200 FAX (845) 425-4404

e-mail: info@schlosslawyers.com

JACK SCHLOSS

JONATHAN B. SCHLOSS\*

\*Admitted NY & NJ

KERIANN MARSHALL, Paralegal

July 18, 2024

VIA EMAIL [rmagrino@orangetown.com](mailto:rmagrino@orangetown.com)

And [Supervisor@orangetown.com](mailto:Supervisor@orangetown.com)

Supervisor Teresa Kenny and Town Board

Town of Orangetown

26 Orangeburg Road

Orangeburg, NY 10962

Att: Robert Magrino, Esq., Town Attorney

Re: Herrera Ramos Corp. d/b/a La Fontanella Ristorante Italiano  
52-54 Route 303, Tappan, NY 10983

License ID #:0524-24-03743

**REQUEST FOR WAIVER OF 30- DAY ADVNACED NOTICE**

Dear Supervisor Kenny, Council Members and Mr. Magrino:

This firm represents Herrera Ramos Corp d/b/a La Fontanella Ristorante Italiano who purchased the restaurant located at 52-54 Route 303, Tappan, NY 10983. On March 3, 2023 our office sent the Town of Orangetown the statutorily required 30-day notice that our client was applying for an on-premises liquor license (see attached). An application was filed with the New York State Liquor Authority on January 11, 2024.

While processing the application, the State Liquor Authority noticed that Question #11 on the form was inadvertently left blank. In addition, we inaccurately listed the real estate manager as the Landlord instead of the actual owner of record of the property. The State Liquor Authority is requiring that we re-send a new notice to the Town of Orangetown. Enclosed is a new form clearly indicating that Herrera Ramos Corp is applying for a license that allows for the sale and consumption of liquor, wine, beer and cider and lists the owner of record Stateline Plaza Inc as the landlord.

The State Liquor Authority has given us until July 26, 2024 to obtain a waiver and file the amended Notice with them. (Please see item #v on the 7/16/24 Deficiency Letter correspondence from the NY State Liquor Authority). Therefore, we are respectfully requesting that the Orangetown Town Board waive the 30-day Notice to Municipality requirement via written resolution based on my client's assertion that everything contained in the Notice to Municipality form remains true. Annexed is a draft of such resolution that may be used as a template. This would enable my client to timely respond to the State Liquor Authority's request.

Please reach out with any questions you may have.

Thank you for your consideration.

Respectfully,

Jonathan B. Schloss, Esq.

JBS:km

enc.

TOWN OF ORANGETOWN  
2024 JUL 19 A 9:19  
TOWN CLERK'S OFFICE



**Waiver of the Notice Requirement in Section 110-B of the New York State  
ABC Law With Respect To A Liquor License For Herrera Ramos Corp.**

WHEREAS, Schloss & Schloss, PLLC, attorney for applicant, has advised the Town by letter dated March 3, 2023 and again on July 18, 2024 the 30-day Advanced Notice dated July 18, 2024, that Herrera Ramos Corp d/b/a La Fontanella Ristorante Italiano, intends to apply to the New York State Liquor Authority for an on-premises liquor license allowing the sale and consumption of liquor, wine, beer and cider at the restaurant located at 52-54 Route 303, Tappan, New York 10983, and

WHEREAS, to expedite the processing of the applicant's license application, Schloss & Schloss, PLLC has requested that the Town Board waive the thirty (30) day waiting period provided by law, and

WHEREAS, the Town Board does not intend to comment upon such application;

NOW THEREFORE, be it

RESOLVED, that the Town Board hereby waives the thirty (30) day notice requirement contained in Section 110-b of the Alcoholic Beverage Control Law, and states that it does not intend to offer any comments regarding the application of Herrera Ramos Corp d/b/a La Fontanella Ristorante Italiano for an on-premises liquor license at the restaurant located at 52-54 Route 303, Tappan, NY 10983.

Dated: \_\_\_\_\_, 2024



# State Liquor Authority

**Kathy Hochul**  
Governor

**Lily M. Fan**  
Chair

**Edgar De Leon**  
Commissioner

## DEFICIENCY LETTER

July 16, 2024  
NA-0340-24-201089  
Herrera Ramos Corp  
52-54 Route 303  
Tappan, New York 10983

A review of your application shows the following deficiencies. A response correcting ALL DEFICIENCIES must be received at the address listed below, or by email at [deficiency.resolution@sla.ny.gov](mailto:deficiency.resolution@sla.ny.gov), NO LATER THAN 07/26/2024 or the application will be disapproved.

- (i) The Landlord Identification Form and the original lease dated 4/20/10 list the landlord as Royal Properties Inc. However, the Assignment, Assumption and Consent Agreement list the landlord as Stateline Plaza Inc. Please clarify. If the Landlord is Royal Properties submit an amended Assignment, Assumption and Consent Agreement. If the Landlord is Stateline Plaza Inc. provide a new master lease and amend the Landlord Identification Form.
- (ii) Update the Personal Questionnaire for Maria Elizabeth Herrera Ramos to provide the Social Security Number for her spouse in Q1.
- (iii) Provide promissory note in the amount of \$300,000 as listed on the Financial Disclosure Form and referred to in the Asset Purchase Agreement on page 5.
- (iv) Submit a copy of the Bill of Sale referred to in the Asset Purchase Agreement.
- (v) The Standardized Notice Form to the Community Board did not indicate the type of alcohol that will be sold. You must amend Q11 on the form, renotify the Community Board and submit a completed copy of the Standardized Notice Form with proof of delivery and a 30-day waiver.



# State Liquor Authority

**Kathy Hochul**  
Governor

**Lily M. Fan**  
Chair

**Edgar De Leon**  
Commissioner

Respectfully,

Deficiency Resolution Team

State Liquor Authority



OFFICE USE ONLY

Original    Amended   Date \_\_\_\_\_

## Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice was Sent:       1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

New Application    Renewal    Alteration    Corporate Change    Removal    Class Change    Method of Operation Change

For **New** applicants, answer each question below using all information known to date  
 For **Renewal** applicants, answer all questions  
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)  
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals  
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation  
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type  
 For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board:

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable):       Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village:  , NY      Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold:       Beer & Cider    Wine, Beer & Cider    Liquor, Wine, Beer & Cider

12. Extent of Food Service:

Full food menu; full kitchen run by a chef or cook    Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment:

14. Method of Operation: (check all that apply)

Seasonal Establishment    Juke Box    Disc Jockey    Recorded Music    Karaoke

Live Music (give details i.e., rock bands, acoustic, jazz, etc.):

Patron Dancing    Employee Dancing    Exotic Dancing    Topless Entertainment

Video/Arcade Games    Third Party Promoters    Security Personnel

Other (specify):

15. Licensed Outdoor Area: (check all that apply)

None    Patio or Deck    Rooftop    Garden/Grounds    Freestanding Covered Structure

Sidewalk Cafe    Other (specify):

| OFFICE USE ONLY                |                               |            |
|--------------------------------|-------------------------------|------------|
| <input type="radio"/> Original | <input type="radio"/> Amended | Date _____ |

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

Name Serial Number

21. Does the applicant or licensee own the building in which the establishment is located?  Yes (if YES, SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village:  State:  Zip Code:

25. Business Telephone Number of Building Owner:

**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village:  State:  Zip Code:

29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name:  Title:

Principal Signature: *Maria E. Herrera Ramos*

**OFFICE OF FIRE AND EMERGENCY SERVICES**

Fire Training Center, 35 Firemen's Memorial Drive

Pomona, New York 10970

Phone: (845) 364-8800 Fax: (845) 364-8961

**Christopher G Kear**

*Director*

To: Rockland County Fire Chiefs, Fire Districts, Villages, and Town of Orangetown

From: Christopher Kear

Date: May 9, 2024

Subject: Rockland County Fire Mutual Aid Plan

The Rockland County Fire Mutual Aid Plan (General Municipal Law Section 209, State of New York) originally adopted in 1956, has been reviewed per New York State Office of Fire Prevention and Control (OFPC), amended, therefore requiring adoption by the county's Fire Districts, Villages, and the Town of Orangetown, and the Rockland County Legislature. Once the adoptions have been met it will be admitted into the New York State Fire Mobilization Plan.

The Mutual Aid Committee of the Rockland County Fire Advisory Board has completed its required review and has acknowledged the amendments. Therefore, the plan must be reviewed, and approved by all of Rockland's Fire Districts, Villages and the Town of Orangetown (Blauvelt Volunteer Fire Co.) Until 100% approval, the current plan will remain in affect.

Rockland County remains a cooperating member of the New York State Fire Mobilization Plan.

cc: File

**RESOLUTION BY THE MUNICIPALITY OR FIRE DISTRICT BODY HAVING JURISDICTION OVER THE FIRE COMPANY OR FIRE DEPARTMENT**

\_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLVED THAT this board encourages the participation of the \_\_\_\_\_ in the Rockland County Fire Mutual Aid Plan as now in force and as amended from time to time and certifies to the Legislature of Rockland County through its County Fire Coordinator that no restriction exists against "outside service" by such fire company (fire department) within the meaning of Section 209 of the General Municipal Law which would affect the power of such fire company (fire department) to participate in such plan.

And be it further resolved that a copy of this resolution be filed with the County Fire Coordinator.

\_\_\_\_\_ seconded this resolution.

Voted:            In favor \_\_\_\_\_            Opposed \_\_\_\_\_            Not voting \_\_\_\_\_

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(officer)

NOTE:  
VILLAGES: Resolution to be adopted by the Board of Fire Commissioners, if any: if not, by the Village Board.

FIRE DISTRICTS: Resolution to be adopted by the Board of Fire Commissioners.

TOWNS: Resolution to be adopted by the Town of Orangetown specifically for the Blauvelt Volunteer Fire Co., Inc.

## OFFICE OF FIRE AND EMERGENCY SERVICES

Fire Training Center, 35 Firemen's Memorial Drive  
Pomona, New York 10970  
Phone: (845) 364-8800 Fax: (845) 364-8961

**Christopher G Kear**  
Director

### Changes to the Mutual Aid Plan

1. Many changes were made to the plan grammatically and visually.
2. New cover page.
3. Section ~~3~~<sup>2</sup>-Participation, Part E: '*Fire District*' was added in first paragraph.
4. Section ~~3~~<sup>2</sup>-Participation, Part H: '*as requested by*' was replaced with '*if requested by*'.
5. Organizational chart was updated.
6. Section 4-Duties of Personnel: 44-1 Part A: '*Administers the State Fire Training Program*' was replaced with '*Collaborates with the Office of Fire Prevention and Control*'. Change was recommended by OFPC.
7. Specific duties of personnel were removed from each Deputy Fire Coordinator position. I.e.; fire prevention, mutual aid etc..... As coordinators change and as specific needs change, I wanted this to flexible as to what may be assigned or directed.
8. Added 44-13 and 44-18.
9. Section 5- Line of Authority. Updated to reflect current.
10. Section 6-Status of the Local Fire Departments. Added '*senior officers*.'
11. Section 7-Radio, Part A: Added '*Back-Up Communications Center*'.  
Part E: Removed 44.180.  
Part O: Added '*Alternative Communications Center*'  
Part T: Changed from 2 to 4; drills for multiple depts.
12. Section 9-Participation in the State Fire Mobilization and Mutual Aid Plan

**Old:** County Fire Coordinator or a Deputy in the line of authority designated pursuant or Section 4-1 of the County Law, after utilizing all available assistance from Orange, Westchester and Putnam Counties, may call the New York State Office of Fire Prevention and Control to obtain activation of the State Fire Mobilization and Mutual Aid Plan. The procedure shall conform with that specified by the New York State Office of Fire Prevention and Control and in accordance with Section 209-e of the General Municipal Law.



**New:** County Fire Coordinator or a Deputy in the line of authority designated pursuant to Section 4-1 of the County Law, after utilizing all available assistance from our county, Orange, Westchester, and Putnam Counties, may call the New York State Office of Fire Prevention and Control to obtain activation of the State Fire Mobilization and Mutual Aid Plan. The County Fire Coordinator or his/her Deputy shall, upon request, commit resources under activation of the state plan. Those departments sending resources under the activation of the state plan are responsible for their own equipment and personnel while enroute and after the demobilization. Upon assignment, the requesting department becomes liable for any loss or damage to apparatus or equipment or supplies used or operating and maintenance expense in accordance with Section 209-e of the General Municipal Law.

13. Section 11- Training. Removed '*approximately 200 courses*'.
14. Section 14- Arson Control Plan. This was added per OFPC.
15. Section 16- Hazardous Material Response Team. '*Rockland County Hazardous Materials Plan*' was added per OFPC.
16. Appendix B. Updated all positions and names.
17. Appendix C. Updated.
18. Appendix D. Updated. Added Tact 8, 9, 10, 11, 12, 13 and 14.



# ROCKLAND COUNTY

# FIRE MUTUAL AID PLAN

**Christopher Kear**  
Fire Coordinator  
Office of Fire & Emergency Services

**Edwin J. Day**  
County Executive  
County of Rockland

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# ROCKLAND COUNTY FIRE MUTUAL AID PLAN

## 1 - OBJECTIVE

### A. Definition of Mutual Aid: (General Municipal Law Section 209, State of New York)

Mutual Aid is organized, supervised, coordinated, cooperative, reciprocal assistance in which personnel, equipment and physical facilities of all participating fire departments, regardless of type or size, are utilized for fire or other public emergency in which the services of fire fighters would be used throughout the County of Rockland and adjacent areas.

### B. Amendments:

Amendments to this plan may be made periodically and will follow this procedure:

1. Suggestions should be submitted in writing to the County Fire Coordinator
2. Prepared by the County Fire Coordinator
3. Reviewed by the County Fire Advisory Board
4. Submitted by the County Fire Coordinator to the Legislature for approval after being approved by 26 fire departments and governing bodies (fire districts and villages).
5. Adopted by the Legislature of Rockland County
6. Admitted into the State Fire Mobilization and Mutual Aid plan by the New York State Office of Fire Prevention and Control.

### C. Periodic Review:

Periodically, this plan should be reviewed by the Fire Advisory Board and the Fire Coordinator for possible updating.

This plan shall be reviewed by the Fire Coordinator in conjunction with the Office of Fire Prevention and Control every five years by June 15<sup>th</sup> of that year.

The updated version will be mailed to all Chiefs, Commissioners and appropriate Village Officials for their review and comment.

Dates of previous reviews and submissions:

1/1995, 1/1998, 9/2003, 10/2008, 7/2012, 7/2017

Recent Review/Update: 3/2024

## 2 – PARTICIPATION

A. Extent and limit of participation by fire departments. All towns, villages and fire districts in Rockland County may fully participate in this plan.

B. Participating Volunteer Departments: See Appendix A.

C. Extent and Limit of Participation with the County of Bergen, New Jersey:

There is no formal agreement with Bergen County. Local reciprocal assistance, if any, is in accordance with Article 14-G and Section 209 of the General Municipal Law, all requests for assistance must be routed through the Rockland County 44-Control (Sheriff's Communications)

Those fire departments willing to provide services to fire departments across state lines may do so after assuring proper insurance coverage for personnel and equipment and indicating their availability to respond, in writing to the Fire Coordinator.

D. Extent and limit of Participation with Adjacent Counties:

Mutual Aid is provided to and received from Orange, Westchester, and Putnam Counties through their respective County Fire Control Centers under the direction of their County Fire Coordinators or their legally appointed deputies.

E. Entering and Participating in the Plan:

Any duly established Fire Company or fire department may participate in this plan by filing a copy of a resolution, adopted by the Fire Company, Fire District or Fire Department with the Office of the County Fire Coordinator. Such resolution shall state that such Fire Company, Fire District or Fire Department elects to participate in the Rockland County Fire Mutual Aid Plan and will comply with the provisions of such plan. The resolution shall state that the fire company or fire department shall recognize the call for assistance from another fire company or fire department through the Rockland County Fire Control Center.

There shall also be filed with the County Fire Coordinator a copy of a resolution adopted by the legislative body of each participating town and village, or by the Board of Fire Commissioners or other governing board having jurisdiction over the fire department, the Board of Fire Commissioners of each participating fire district, or the town board of each town in relation to participating fire companies serving the territories outside of town, villages and fire districts or in relation to a town fire department. Such resolution shall state that no restriction exists against "outside service" by the Fire Company or fire department of the municipality or district within the meaning of section 209 of the General Municipal Law which would affect the power of such Fire Company or fire department to participate in the Rockland County Fire Mutual Aid Plan.



F. Withdrawal from the Plan:

Any Fire Company, Fire District or Fire Department may elect to withdraw from this plan by adopting a resolution to such effect. Such withdrawal shall become effective 30 days after filing of such written notice with the Rockland County Fire Coordinator.

If the outside service activities of a participating fire company or fire department are restricted pursuant to Section 209 of the General Municipal Law, written notice of any restriction shall be given to the Rockland County Fire Coordinator. Any such restriction imposed by the legislative body of a village or town or by the Board of Fire Commissioners shall take effect in accordance with the resolution imposing the restriction.

Any Fire Company, Fire District or Fire Department withdrawing from this plan, upon the effective date, shall **surrender and return** to the Rockland County Fire Coordinator, Rockland County Fire Training Center, Firemen's Memorial Drive, Pomona, New York, all county-owned equipment. Such withdrawal shall remain in effect until reinstated by resolution as defined by Section 209 of the General Municipal Law.

Withdrawal from this plan will result in the suspension of mutual aid pursuant to this plan to the Fire Company or fire department taking such action. All radio identifiers and call signs issued to such Fire Company or fire department are canceled on the effective date of withdrawal.

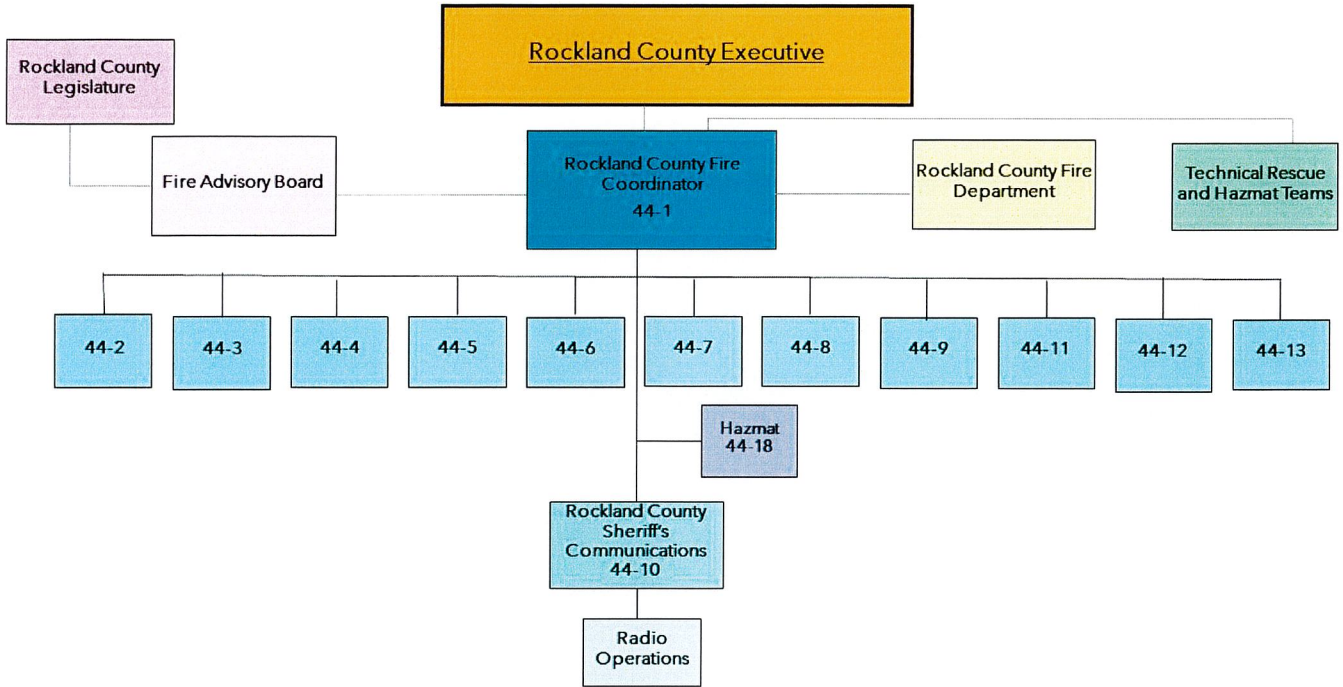
G. Fire Reporting:

It shall be the responsibility of the Chief or his designated Officer to file with the Office of Fire Prevention and Control a copy of a Fire / Incident Report. This report shall be according to the National Fire Incident Report System (NFIRS) 5.0 standard as directed by NYS General Municipal Law, Section 204-d Duties of the Fire Chief.

H. Fire Resources Inventory:

Each participating Fire Department shall submit a yearly inventory of equipment if requested by the Fire Coordinator. Said inventory shall be maintained by the Coordinator or his designee.

### **3-DESIGNATION OF PERSONNEL**



## 4 - DUTIES OF PERSONNEL

### Extent and Limit of Authority of County Officials:

**44-1 County Fire Coordinator.** As Chief Officer at the County level for the fire service:

- (a) Collaborates with the Office of Fire Prevention and Control, participates with the State Fire Training Program, the State Graduate Fire Training Program and any and all training programs developed by the State or by his office throughout the county.
- (b) Administers this County Fire Mutual Aid Plan and is responsible for the efficient operation of this plan for intra and inter-county purposes at fires or where the services of firefighters are used.
- (c) Administers the Rockland County Fire Radio Systems, which include UHF Hi-Band and the 700 Series, under authorization of the Federal Communications Commission.
- (d) Administers the Fire Operation of the Rockland County Sheriff's Communications Center known as 44-Control.
- (e) Acts as liaison officer between the fire service of Rockland County and the New York State Office of Fire Prevention and Control.
- (f) May appoint and remove Deputy County Fire Coordinators in accordance with Section .401 of the County Law, Section 3 of the Public Officers Law.
- (g) Establishes the policy to be utilized by the Rockland County Sheriff's Communications Center to dispatch mutual aid at the request of the Incident Commander.
- (h) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and resources available.
- (i) Acts as a liaison between the fire service departments and all other emergency service agencies, teams and organizations.

(j) Ensures to the best of his/her abilities, that all county fire departments participate in the State Fire Reporting System.

**44-2 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. The normal area of

assignment is determined by the County Fire Coordinator.

- (a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- (f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-3 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

- (a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.

(f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-4 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

(a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.

(b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.

(c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.

(d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).

(e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.

(f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-5 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

(a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.

- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- (f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-6 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

- (a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- (f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.



**44-7 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

- (a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- (f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-8 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

- (a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).

- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- (f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-9 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

- (a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- (f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

#### **44-10 Chief of Communications - Sheriffs**

##### **Communications**

- (a) Represents the County Fire Coordinator at the fire or other incidents requiring the service of fire fighters.
- (b) Orders the County Fire Control Center to dispatch mutual aid at the request of the Fire Chief or officer in charge.

(c) Acts as advisor to the Fire Chief regarding kinds of mutual aid and resources available to them.

**44-11 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator.

The normal area of assignment is determined by the County Fire Coordinator.

- (a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- (b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- (c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- (d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- (e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- (f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-12 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator. Normal area of assignment is determined by the Fire Coordinator.

- a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-13 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator.

The normal area of assignment is determined by the County Fire Coordinator.

- a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.

- f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.

**44-18 Deputy County Fire Coordinator.** Directly responsible to the County Fire Coordinator.

The normal area of assignment is determined by the County Fire Coordinator.

- a) Represents the County Fire Coordinator at a fire or other incident requiring the service of fire fighters.
- b) Makes requests through Rockland County 44-Control (Sheriff's Communications) to dispatch mutual aid at the request of the Incident Commander or officer in charge.
- c) Acts as advisor to the Incident Commander regarding the kinds of mutual aid and other resources available to them.
- d) Assists in the implementation of the Incident Command System (ICS/National Incident Management System (NIMS)).
- e) Acts as a liaison between the fire service departments and all other emergency service agencies, teams, and organizations.
- f) Shall serve as an appointment on any committee as a representative of the Office of the Fire Coordinator.
- g) Coordinates and works with the Hazardous Materials and Technical Rescue Teams. (Special Operations)

## 5 - LINE OF AUTHORITY

### A. Absence of County Fire Coordinator:

In accordance with the authority designated by the Legislature of Rockland County, the following line of authority, in order, to possess his powers and duties:

|       |   |
|-------|---|
| 44-2  | Deputy Fire Coordinator                       |
| 44-3  | Deputy Fire Coordinator                       |
| 44-4  | Deputy Fire Coordinator                       |
| 44-5  | Deputy Fire Coordinator                       |
| 44-6  | Deputy Fire Coordinator                       |
| 44-7  | Deputy Fire Coordinator                       |
| 44-8  | Deputy Fire Coordinator                       |
| 44-9  | Deputy Fire Coordinator                       |
| 44-11 | Deputy Fire Coordinator                       |
| 44-12 | Deputy Fire Coordinator                       |
| 44-13 | Deputy Fire Coordinator                       |
| 44-18 | Deputy Fire Coordinator (Specials Operations) |

### B. Vacancy in Position of County Fire Coordinator

In accordance with authority designated by the County Executive of Rockland County, the following fire officer is authorized to act temporarily as the County Fire Coordinator until the County Executive of Rockland County shall appoint a County Fire Coordinator under Section 225-a of the County Law.

44-2 Deputy Fire Coordinator

OR

Another Deputy Fire Coordinator based on seniority or availability.

## 6 - STATUS OF THE LOCAL FIRE DEPARTMENTS

### A. Maintenance of Individuality:

Each fire department participating in this plan shall retain its internal command and individuality.

### B. Authority of "Requesting" Incident Commander:

A "requesting" incident commander in charge is one who requests mutual aid for his/her department in accordance with this plan.

The "Command" at a fire or other emergency, in which the services of fire fighters would be used under mutual aid, remains with the fire company or fire department requesting the mutual aid.

The Incident Commander will work with Chiefs, company officers and or senior members of departments providing mutual aid to accomplish the goals and objectives of the Incident Commander.





## 7 – RADIO

- A. **Location of the Rockland County Sheriff's Communications Center:**  
Rockland County Fire Training Center  
35 Firemen's Memorial Drive  
Pomona, New York 10970
- Back-Up Communications Center:**  
49 New Hempstead Road  
New City, New York 10956
- B. **Telephone:**  
Business Phone: 845-364-8500  
"911" Fire Calls Only: 845-354-9000
- C. **Operated By:**  
Sheriff's Communications  
Rockland County Sheriff's Office
- D. **Supervision and Repair of Communications Equipment:**  
Director of Fire and Emergency Services  
(Resolution #599, August 5, 1974)
- E. **Radio Frequencies:**  
45.880 - Inter County Base to Base and Fire Coordinators  
470.800 - UHF Fire Page
- 771.65625 - Trunked  
771.41875 - Trunked  
772.05625 - Trunked  
772.55625 - Trunked  
772.58125 - Trunked  
769.59375 - Trunked  
772.83125 - Trunked  
772.84375 - Trunked  
773.15625 - Trunked  
773.16875 - Trunked
- 465.58750 - FG TACT 1  
465.63750 - FG TACT 2  
460.63750 - FG TACT 3  
460.61250 - FG TACT 4  
465.61250 - FG TACT 5  
460.58750 - FG TACT 6  
460.57500 - FG TACT 7

Radio Frequencies Cont.'

460.51250 - Training 1  
465.53750 - Training 2  
465.51250 - Fire Police

U Call 40 D 453.2125 PL 156.7 tx only  
U Call 41 D 453.4625 PL 156.7 tx only  
U Call 42 D 453.7125 PL 156.7 tx only  
U Call 43 D 453.8625 PL 156.7 tx only

**F. Power Output:**

45.880,-300 Watts Trunk System - Simulcast  
Fire Ground - 2 Watts

**G. FCC Call Sign:**

KEE398, WQRE366, WQRE369, WQRE375, WQRE383, WQRE387, WQRE388, WQSR931, WQSR933,  
WQVU723, WQZN769, WQZN770

**H. New York State Fire Mutual Aid Identifier:**

Rockland County 44-Control

**I. Volunteer Departments:**

See Appendix A

**J. Radio Signals:**

10 - Fire (*Clear the Air*)

11 - Incident Under Control

12 - Working Fire

13 - Refreshments

14 - Return or Returning to Quarters

15 - Assignment Complete

16 - Drill

17 - False Alarm

18 - Hazardous Material Incident/Condition

19 - Arson Investigator

20 - Emergency/Incident other than fire

21 - Bomb Threat

"Red Alert-Emergency Evacuation" (*Sound Air Horns*)

"MAYDAY, MAYDAY" (*Only if fire fighter is seriously injured, in distress, needs assistance or needs to be rescued.*)

"ALL CLEAR" (*Transmitted to Incident Commander by Sector Commander to ensure all sectors are cleared.*)

**K.** Communications with all other County Fire Control Centers in the State of New York is on Frequency 45.88.

**L. Radio Log:**

CAD - Computer Aided Dispatch

**M.** All Rockland County Fire Departments may use the ten **(10)** channels allocated to the Rockland County Public Safety Trunked Radio System. The ten **(10)** fire ground channels may also be used by all Rockland County Fire Departments and are licensed to the County of Rockland, the Moleston Fire District, and the New City Fire Department. Their assignment is listed in Appendix C.

**N. UHF Fire Ground Frequencies:**

Maximum output power is limited to 2 Watts and must have a time-out timer set for 60 seconds.

**O. Provisions for Emergency Backup:**

- Alternate Emergency Communications Center in New City
- Police Agencies with Fire

Radios: Clarkstown-9-102  
Orangetown - 21-102  
Ramapo - 7-102  
Stony Point - 18-102  
Suffern- 19-102

**P. Time Format:**

All time use on the Radio System will be in military time.

**Q. Verification:**

-The "Home Alert" tone transmitted from the fire department base station will be used as a verification signal.

-All alarm systems should be so designed where at least one (1) second pause exists after the 44-Control tone is completed and no longer than two (2) seconds before the "Home Alert" tone is started.

**R. Time Out Timers:**

Mandatory on all radios, time out timers are absolutely necessary to prevent tying up the air when an open mic condition occurs. (See radio procedural manual for explanation.)

**S.** The CTCSS (Private Line Tone) on Fire Ground Frequencies is 167.9.

**T. Mutual Aid Drills:**

Drills calling for more than four (4) departments: Fire

Coordinator and 44-Control should be advised of pending drills in advance.

**U. Control Points:**

- Fire Training Center in Pomona, New York
- New City, New York

**V. Fire Alarm Transmission:**

Extended delay in answering alarm to 44-Control: 44 Control will summon another department after waiting four (4) minutes.

Example: Call department 55 for mutual aid if the alarm for department 41 is not answered in four (4) minutes.

W. Monday night testing of "Quick Call" Tones at 1900 hours: All departments in Rockland County.

X. Monthly testing of "Home Alert" Tones at 2000 hours: First Wednesday of the month.

#### 8 - STANDARD THREAD

All apparatus and its associated equipment participating in this plan shall be equipped with standard threads as defined by the National Bureau of Standards or provide sufficient adapters to permit interconnection with National Standard threads according to General Law Section 209€(5).

#### 9 - PARTICIPATION IN THE STATE FIRE MOBILIZATION AND MUTUAL AID PLAN

County Fire Coordinator or a Deputy in the line of authority designated pursuant or Section 4-1 of the County Law, after utilizing all available assistance from our county, Orange, Westchester, and Putnam Counties, may call the New York State Office of Fire Prevention and Control to obtain activation of the State Fire Mobilization and Mutual Aid Plan. The County Fire Coordinator or his/her Deputy shall, upon request, commit resources under activation of the state plan. Those departments sending resources under the activation of the state plan are responsible for their own equipment and personnel while enroute and after the demobilization. Upon assignment, the requesting department becomes liable for any loss or damage to apparatus or equipment or supplies used or operating and maintenance expense in accordance with Section 209-e of the General Municipal Law.

A. Authority by Responsibility of the Regional Fire Administrator:

The authority and responsibility of the Regional Fire Administrator under the activated State Fire Mobilization and Mutual Aid Plan is established by the New York State Office of Fire Prevention and Control and Section 209-e of the General Municipal Law.

B. Retirement Provision Relating to the Position of Regional Fire Administrator:

Should the County Fire Coordinator be separated from his/her office for any reason, he/she is automatically retired as Administrator if he/she also holds the position of Regional Fire Administrator. The State Fire Administrator of the New York State Office of Fire Prevention and Control is authorized by law to make this appointment.

C. The County Fire Coordinator shall utilize county number 44 assigned to Rockland County by the State Fire Mobilization and Mutual Aid Plan.

## 10 - COORDINATION WITH OTHER EMERGENCY SERVICES

### A. Extent and Limit of Inter-Service Coordination:

#### (a) Sheriff:

The County Fire Control Center shall be located physically in the same room with the Sheriff's radio control dispatching desk: KEE-398, WQRE366, 369, 375, 383, 387, 388, WQSR931, 933, WQVU723, WQZN 769 and 770.

#### Other Services:

Informal agreements exist and telephone numbers are listed at the County Fire Control Center.

## 11-TRAINING

### A. Type and Extent of Training:

The State Fire Training Program consisting of Firefighter I and the State Graduate Fire Training Program adopted as a standard throughout the County of Rockland. The Rockland County Fire Training Center, through the office of the Fire Coordinator, also offers various courses, a winter training program, and train-the-trainer programs.

### B. Chief Officers Qualifications:

Each fire district/department/company establishes its requirements.

It is noted that OSHA/PESH requires Hazardous Materials Incident Command for Incident Commanders handling a hazardous materials incident. OSHA/PESH additionally require other courses and yearly certification in various subjects such as, but not limited to, blood-borne pathogens, hazardous materials awareness refresher, workplace violence and others.



## **12 - HELICOPTER SERVICE HELP**

The Helicopter Emergency Lift Program (H.E.L.P.) has a Bell Jet Ranger II four-passenger helicopter manned by volunteer pilots, housed at the Rockland County Fire Training Center. The helicopter is available on a 24-hour basis. If the Incident Commander in charge of the emergency determines that the helicopter is required, he/she should notify 44-Control and make the request.

## **13 - NATIONAL INCIDENT MANAGEMENT SYSTEM/ INCIDENT COMMAND SYSTEM**

The County of Rockland has adopted via a Resolution by the County Legislature the use of the National Incident Management System (NIMS) for all emergency situations. The Incident Command System (ICS) is an organized approach to effectively control and manage operations at fires, large scale incidents, training and other emergencies and can be modified to fit any particular incident at any fire department emergency, small or large, one person must be in command, assessing the situation, the available resources, determining the appropriate action plan (IAP), monitoring the plan's effectiveness and continually modifying the plan to meet the realities of the situation as events evolve. Every effort has been made to provide a system flexible enough to be used by all Rockland County Fire Departments, small and large, yet rigid enough so that various Fire Departments can work together under one system.

## **14 – ARSON CONTROL PLAN**

Rockland County Fire Investigation Unit: In 1978, the Rockland County Arson Unit was created by Rockland County through resolution of the Rockland County Legislature as a resource provided and coordinated through the Rockland County Department of Emergency Services. Since 1978, the unit merged with the Rockland County Bomb Squad to form the Rockland County Sheriff's Office Bomb/Fire Investigation Unit. The Rockland County Sheriff's Office Fire Investigation Unit maintains investigative personnel certified to NYS *minimum* professional standards of Part 426 as a Level II certified Fire Investigator. The team is available 24 hours a day to any agency in the County and will provide mutual aid resources and assistance to surrounding counties on a case-by-case basis. The purpose of this team is to assist fire departments with determining the origin and cause of a fire, collect evidence, assist local police departments with criminal investigation, assist the Rockland County District Attorney's Office with prosecutions, provide expert courtroom testimony, and maintain other

programs and resources designed to minimize or prevent arson. In accordance with the New York State General Municipal Law, 204-d, it is the responsibility of the Fire Chief to determine the origin and cause of each fire or explosion the fire department is called to suppress. Rockland County Local Law authorized the Rockland County Sheriff's Department to conduct such investigations.

**THE FOLLOWING TEAMS ARE ORGANIZED UNDER THE AUTHORITY OF 204-bb OF THE  
GENERAL**

**MUNICIPAL LAW OF THE STATE OF NEW YORK**

**15- ROCKLAND COUNTY RIVER RESCUE & DIVE TEAMS**

There are several Departments in Rockland County that provide Hudson River rescue operations as well as dive team operations. These departments have developed the Rockland County Water Rescue & Dive Team Standard Operation Guidelines. These suggested guidelines detail radio communications, Hudson River rescue operations, dive team operations for salt and fresh water, inventories of available equipment by Department, maps of the Hudson River, U. S. Coast Guard guidelines, Incident Command for River Operations, etc. The S. O. P. for River operations and Dive Teams are reviewed periodically by the departments that operate on the Hudson River and or have Dive Teams and revisions are made accordingly. All Departments that operate on the Hudson River and have Dive Teams are strongly encouraged to utilize the Rockland County Water Rescue & Dive Team Standard Operating Guidelines.

**16 - HAZARDOUS MATERIALS RESPONSE TEAM**

The Rockland County Hazardous Material Response Team is an all-volunteer force, sponsored by the County of Rockland, and is comprised of firefighters, EMS, police, fire police and private industry in accordance with 204-F of the General Municipal Law and the *Rockland County Hazardous Material Plan*. They are independently fully equipped and trained to handle any and all incidents involving hazardous materials. The Haz-Mat Team is available on a 24-hour basis. If the Incident Commander determines that the Haz-Mat Team is required, he/she should notify 44-Control to activate said team.

**17 - FIRE POLICE RESPONSE TEAM**

The Rockland County Fire Police Response Team is an all-volunteer force. The Fire Police Response Team is available to augment support to local fire and police authorities during a major incident or disaster. The authority to provide this service is sanctioned under NY State General Municipal Law 209-c. The Fire Police Response Team is available on a 24-hour basis. If the Incident Commander determines that the Fire Police Response Team is required, he/she should notify 44-Control to activate said team.

## **18 - TECHNICAL RESCUE TEAM**

The Rockland County Technical Rescue Team is an all-volunteer force comprised of firefighters and ems personnel in Rockland County. The team is NY State certified and fully equipped and trained to handle the following incidents: High and low angle rescues, trench collapse rescue, confined space rescue, structural building collapse, as well as heavy lifting, large animal rescue, and wilderness search and rescue. The Rockland County Technical Rescue Team is available on a 24-hour basis. If the Incident Commander of an incident determines that the Rockland County Technical Rescue Team is required, he/she should notify 44-Control to activate said team.

## **19- SAFETY OFFICERS RESPONSE TEAM**

Safety Officers are an organization consisting of an all-volunteer group of firefighters from across the county. The Rockland County Volunteer Safety Officers are available at any time to supplement the Safety Officers of the affected department. The Incident Commander may request the Safety Officers Response Team to respond by contacting 44- Control.

## Volunteer Fire Departments

- |                  |                         |
|------------------|-------------------------|
| 1. Blauvelt      | 15. Sloatsburg          |
| 2. Central Nyack | 16. Sparkill            |
| 3. Congers       | 17. Spring Valley       |
| 4. Haverstraw    | 18. Stony Point         |
| 5. Hillburn      | 19. Suffern             |
| 6. Hillcrest     | 20. Tallman             |
| 7. Monsey        | 21. Tappan              |
| 8. Nanuet        | 22. Valley Cottage      |
| 9. New City      | 23. West Haverstraw     |
| 10. Nyack        | 24. West Nyack          |
| 11. Orangeburg   | 25. South Spring Valley |
| 12. Pearl River  | 26. Thiells             |

13. Piermont

14. Rockland Lake

## APPENDIX – B

### ROCKLAND COUNTY FIRE COORDINATORS

#### ROCKLAND COUNTY FIRE COORDINATOR

**Christopher Kear 44-1**

35 Firemen's Memorial Drive

Pomona, NY 10970

O: 845-364-8933 Fax: 845-364-8961

C: 845-222-1311 H: 845-639-4030

E-Mail: [Kearc@co.rockland.ny.us](mailto:Kearc@co.rockland.ny.us)

#### DEPUTY COUNTY FIRE COORDINATORS

**Ray Redmond 44-2**

35 Skyline Dr

Thiells, NY 10984

C: 845-304-2602

E-Mail: [redmond@thiellsfd.com](mailto:redmond@thiellsfd.com)

**Fred Sims 44-3**

12 Musket Rd

Tappan, NY 10983

C: 845-222-4625

E-Mail: [simfre@verizon.net](mailto:simfre@verizon.net)

**Michael Stark 44-4**

15 Mary Beth Dr

Suffern, NY 10901

C: 845-290-7124

E-Mail: [mfstark64@gmail.com](mailto:mfstark64@gmail.com)

**Jason DiSalvo 44-5**

20 Austin Douglass Way

Congers, NY 10920

C: 845-222-0858

E-Mail: [DisalvoJ@congersfd.org](mailto:DisalvoJ@congersfd.org)

**Thomas McKiernan 44-6**

3 Jeffery Ct

West Nyack, NY 10994

C: 845-671-2813

E-Mail: [irishman4@aol.com](mailto:irishman4@aol.com)

**Robert LaGrow 44-7**

4 Sycamore St

Garnerville, NY 10923

C: 914-906-4173

E-Mail: [rtlsig12@aol.com](mailto:rtlsig12@aol.com)

**Christopher Jackson 44-8**

37 Highview Ave

Orangeburg, NY 10962

C: 914-391-5631

E-Mail: [cjackson@orangeburgfd.org](mailto:cjackson@orangeburgfd.org)

**Matthew Stritmater 44-9**

17 Colonial Ave

Sloatsburg, NY 10974

C: 845-591-7889

E-Mail: [m.stritmater@sloatsburgfire.org](mailto:m.stritmater@sloatsburgfire.org)

**Adam Feuer 44-10**

4 Susan Dr

Stony Point, NY 10980

C: 845-406-0808

E-Mail: [AFeuer@44-control.net](mailto:AFeuer@44-control.net)

**DEPUTY COUNTY FIRE COORDINTORS CONT'**

**Kenneth Conjura 44-11**

29 Newport Dr

Nanuet, NY 10954

C: 845-596-7101

E-Mail: [conjurak\\_coleng@yahoo.com](mailto:conjurak_coleng@yahoo.com)

**Peter Byrne 44-12**

54 Dutch Hollow Rd

Orangeburg, NY 10962

C: 845-721-4267

E-Mail: [ByrneP@co.rockland.ny.us](mailto:ByrneP@co.rockland.ny.us)

**Currently Vacant 44-13**

**Daniel Moran 44-18**

12 Litchult Ct

Suffern, NY 10901

C: 845-596-2892

E-Mail: [dmoran1037@aol.com](mailto:dmoran1037@aol.com)



**Mutual Aid Plan**  
**APPENDIX - C**

**FIRE GROUND / TACT CHANNEL RECONFIGURATION**

|                  |          |                    |                          |
|------------------|----------|--------------------|--------------------------|
| CH. 1 (TACT 1)   | 465.5875 | PL 167.9           | FIRE GROUND 1            |
| CH. 2 (TACT 2)   | 465.6375 | PL 167.9           | FIRE GROUND 2            |
| CH. 3 (TACT 3)   | 460.6375 | PL 167.9           | FIRE GROUND 3            |
| CH. 4 (TACT 4)   | 460.6125 | PL 167.9           | FIRE GROUND 4            |
| CH. 5 (TACT 5)   | 465.6125 | PL 167.9           | FIRE GROUND 5            |
| CH. 6 (TACT 6)   | 460.5875 | PL 167.9           | FIRE GROUND 6            |
| CH. 7 (TACT 7)   | 460.5750 | PL 167.9           | FIRE GROUND 7 (New City) |
| CH. 8 (TACT 8)   | 460.5125 | PL 167.9           | TRAINING 1               |
| CH. 9 (TACT 9)   | 465.5375 | PL 167.9           | TRAINING 2               |
| CH. 10 (TACT 10) | 465.5125 | PL 167.9           | FIRE POLICE              |
| CH. 11           | 453.2125 | PL 156.7 (tx only) | UCALL 40 D               |
| CH.12            | 453.4625 | PL 156.7 (tx only) | UTAC 41 D (LZ OPS)       |
| CH.13            | 453.7125 | PL 156.7 (tx only) | UTAC 42 D                |
| CH.14            | 453.8625 | PL 156.7 (tx only) | UTAC 43 D                |
| CH.15            |          |                    | Local Option             |
| CH.16            |          |                    | Local Option             |

## Appendix - D

### FIRE GROUND CHANNEL ASSIGNMENTS

- Tact 1 – Blauvelt, Central Nyack, Haverstraw, Valley Cottage, West Nyack
- Tact 2 – Nanuet, Orangeburg, Pearl River, Sparkill, Tallman, Tappan, Thiells
- Tact 3 - Congers, Nyack, Piermont, Spring Valley, Suffern
- Tact 4 -Sloatsburg, South Spring Valley, West Haverstraw
- Tact 5 - Monsey, Stony Point
- Tact 6 - Hillburn, Hillcrest, Rockland Lake
- Tact 7 – New City
- Tact 8 – Training 1
- Tact 9 – Training 2
- Tact 10 – Fire Police

- Tact 11 – UCALL 40D
- Tact 12 – UTAC 41D - Landing Zone Ops
- Tact 13 – UTAC 42D
- Tact 14 – UTAC 43D

AMENDED RESTRICTIVE COVENANT

THIS DECLARATION OF AMENDED RESTRICTIVE COVENANT is made this the \_\_\_\_\_ day of July, 2024, by DOMINICAN UNIVERSITY OF NEW YORK, a \_\_\_\_\_ located at \_\_\_\_\_ and ST. DOMINIC’S FAMILY SERVICES, INC. a New York not for profit corporation with offices at 500 Western Highway, Blauvelt, New York.

WITNESSETH:

WHEREAS, DOMINICAN UNIVERSITY OF NEW YORK, formerly known as DOMINICAN COLLEGE OF BLAUVELT, (hereinafter “Dominican”) is the owner in fee simple of the real property located at 2 Convent Road, Blauvelt, New York, (“subject premises”); and

WHEREAS, on October 24, 1979, the DOMINICAN COLLEGE OF BLAUVELT executed and filed a Declaration of Restrictive Covenant, which Covenant was filed in the Rockland County Clerk’s Office on December 7, 1979 at Liber 1036, Page 842, also known as Instrument Number LA-01208267 (“Covenant”); and

WHEREAS, DOMINICAN is in contract to sell the subject premises to ST. DOMINIC’S FAMILY SERVICES, INC. and the parties have requested that the 1979 Covenant in favor of the Town of Orangetown be amended to permit the sale and transfer of the property to ST. DOMINIC’S FAMILY SERVICES, INC., and such sale and ownership be subject to the same terms and conditions as set forth in the 1979 Covenant; and

WHEREAS, the Town Board of the TOWN OF ORANGETOWN has agreed, pursuant to Town Board resolution 2024-\_\_\_\_\_ to permit an amendment to the 1979 covenant, under the terms and conditions as set forth in the resolution and herein and DOMINICAN and ST.

DOMINIC'S FAMILY SERVICES, INC. has agreed to such terms and conditions to amend the 1979 covenant,

NOW THEREFORE, the DOMINICAN UNIVERSITY OF NEW YORK, formerly known as the DOMINICAN COLLEGE OF BLAUVELT, as owner, and ST. DOMINIC'S FAMILY SERVICES, INC., as contract vendee and successor owner to DOMINICAN UNIVERSITY OF NEW YORK, formerly known as DOMINICAN COLLEGE OF BLAUVELT, for themselves and their successors in interest and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars covenants and agrees with the TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, NY 10960, its successors and assigns, as follows:

1. The terms and conditions of the 1979 Covenant remain in full force and effect, except as otherwise noted herein.
2. The premises located at 2 Convent Road, Blauvelt New York may be used by ST. DOMINIC'S FAMILY SERVICES, INC. in pursuit of its mission as office space in the upstairs area, and the downstairs area and garage for purposes of storage of files and related non-toxic related materials, boxes and furniture. No other commercial activity is permitted at the site other than office use.
3. There shall be no street parking in front of said premises and the driveway of the premises may be used for the parking of no more than five (5) non-commercial vehicles on the driveway/parking area, with at least one of the 5 areas to be designated as a handicap parking spot, and as such driveway/parking area currently exists.
3. In the event of the future sale or transfer of ownership of said premises by ST. DOMINIC'S FAMILY SERVICES, INC., or any other successor to DOMINICAN, the use of the premises for offices and storage shall terminate, and the structure shall be reconditioned and sold or transferred only as a one-family residence, pursuant and subject to the requirements of the R15 Zoning District in

the Town of Orangetown, as presently applicable to said property. In the event of any future change to the Zoning District applicable to this property, the premises may in that event only be sold or transferred to be used as may then be permissible under the Zoning Code of the Town of Orangetown.

- 4. This declaration of restrictive covenant shall constitute a covenant running with the land, and shall be binding upon DOMINICAN, and ST. DOMINIC’S FAMILY SERVICES, INC., their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year written above.

DOMINICAN UNIVERSITY OF NEW YORK  
Formerly known as DOMINICAN COLLEGE  
OF BLAUVELT

\_\_\_\_\_  
BY:

ST. DOMINIC’S FAMILY SERVICES, INC.

\_\_\_\_\_  
BY:

**STATE OF NEW YORK**  
**COUNTY OF ROCKLAND } ss.**

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_ and \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, that he/she is authorized to execute same in his/her capacity as set forth above, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**STATE OF NEW YORK  
COUNTY OF ROCKLAND }**

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that he is authorized to execute same in his capacity as set forth above, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Please record and return to:

Robert V. Magrino  
Town Attorney  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Rudolph O. Zodda, III, Esq.  
Tel: 914-287-6108  
Email: [rzodda@bpslaw.com](mailto:rzodda@bpslaw.com)

**VIA Email and First Class Mail**

Town of Orangetown  
Town Attorney  
Robert Magrino, Esq.  
26 Orangeburg Road  
Orangeburg, NY 10962  
E: [rmagrino@orangetown.com](mailto:rmagrino@orangetown.com)

June 4, 2024

**Re: Dominican University New York to St. Dominic's Family Services, Inc.  
Sale of 2 Convent Road, Orangeburg, NY (70.18-3-24)  
Amendment of Restrictive Covenant**

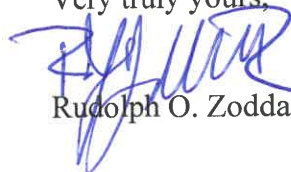
Dear Mr. Magrino,

As you may be aware, our office represents the Dominican University of New York, formerly known as Dominican College of Blauvelt. It is the owner of the property located at 2 Convent Road, Orangeburg, NY, bearing tax map designation 70.18-3-24. The University is in contract to sell this property to St. Dominic's Family Services, which owns the property directly across Convent Road.

The property is encumbered by a Declaration of Restrictive Covenants dated October 24, 1979. A copy of the recorded Declaration is attached. The Declaration requires that the property revert to a use as a single-family dwelling in the event the University sold the property. I am advised that St. Dominic's Family Services would like to continue the present use of the property as office space. Accordingly, request is hereby made that the Town Board amend the restrictive covenant to allow the property to be sold to St. Dominic's Family Services, and that the purchaser shall be allowed to continue the use of the property for offices and meetings, as well as potentially expanding the parking to permit more than one vehicle to park in the driveway.

Please let me know if you have any questions or wish to discuss. Thank you, and I look forward to hearing from you.

Very truly yours,

  
Rudolph O. Zodda, III, Esq.

Enclosure  
ROZ/ab

cc: Cynthia A. Costa-Trahan, Esq.



1881036 NET 842

08259

24<sup>th</sup> THIS DECLARATION OF RESTRICTIVE COVENANTS made the day of October, in the Year One Thousand Nine Hundred and Seventy-Nine, by the DOMINICAN COLLEGE OF BLAUVELT, No Number Western Highway, Blauvelt, Rockland County, New York.

WHEREAS, DOMINICAN COLLEGE OF BLAUVELT is the owner in fee simple of the real property located at No. 2 Convent Road, Blauvelt, Rockland County, New York; and

WHEREAS, the use of said property by the DOMINICAN COLLEGE OF BLAUVELT as a curriculum library, seminar rooms and faculty offices, has been formally approved by the Zoning Board of Appeals of the Town of Orangetown, by decision dated October 21, 1976; and

WHEREAS, the aforesaid premises located at No. 2 Convent Road, Blauvelt, Rockland County, New York is more particularly described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Hamlet of Blauvelt, Town of Orangetown, County of Rockland, State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the northerly side of Convent Road and which point is the westerly terminus of a curve at the intersection of the northerly side of Convent Road with the westerly side of Western Highway; running thence (1) in a westerly direction and along the northerly side of Convent Road on a course of South 87° 35' 22" West a distance of 142.11 feet to a point; thence (2) in a northeasterly direction and along the easterly boundary line of the Rockland Light and Power Co. easement on a course of North 37° 25' East a distance of 201.22 feet to a point in the westerly side of Western Highway; thence (3) in a southerly direction and along the westerly side of Western Highway on a course of South 24° 39' 58" East a distance of 116.97 feet to a point; thence (4) on a curve to the right, the radius of which is 33.56 feet, the tangent of which is 50 feet, a distance of 65.75 feet to the point or place of beginning.

J. KENNEDY  
ATTORNEY AT LAW  
MADISON SQUARE BUILDING  
110 MAIN STREET  
ROSELAND, N.Y. 10968

DEC 1979

NOW, THEREFORE, the DOMINICAN COLLEGE OF BLAUVELT, hereby declares the premises known as No. 2 Convent Road, Blauvelt, Rockland County, New York, which premises are more particularly described above, to be subject to the covenants and restrictions hereinafter contained, and the undersigned DOMINICAN COLLEGE OF BLAUVELT and/or any successor college to the DOMINICAN COLLEGE OF BLAUVELT, covenants and agrees with the TOWN OF ORANGETOWN, its successor and assigns, as follows:

1. The premises located at No. 2 Convent Road, Blauvelt, Rockland County, New York, may be used by the DOMINICAN COLLEGE OF BLAUVELT only as a curriculum library, for student use only, seminar rooms and faculty offices. The garage and downstairs area of said premises shall comprise the curriculum library, and the upstairs rooms shall be used for seminar rooms, for instructional purposes and faculty offices.

2. There shall be no street parking in front of said premises and no parking of vehicles on the premises except that the driveway of the premises may be used solely for one vehicle for the possible use of disabled or handicapped students.

3. In the event of the future sale of said premises by the DOMINICAN COLLEGE OF BLAUVELT, or any successor college, the use of said premises as a curriculum library, seminar rooms and faculty offices shall terminate and the structure on the premises shall be reconditioned and sold only as a one-family residence, pursuant to the requirements of the existing R-15 Zoning District presently applicable to said premises. In the event, however, of any change in the future with respect to the Zoning District applicable to this property, the premises will then be sold only for such use as may then be permissible under the Zoning Code of the Town of Orangetown.

LIBER 1036 OF 644

4. This declaration shall constitute a covenant running with the land and shall be binding upon the DOMINICAN COLLEGE OF BLAUVELT, its successors and assigns.

IN WITNESS WHEREOF, DOMINICAN COLLEGE OF BLAUVELT has caused its corporate seal to be affixed the day and year first above written.

DOMINICAN COLLEGE OF BLAUVELT

By: Mary Eileen O'Brien  
Mary Eileen O'Brien, President

Attest:

J. M. Paraulata Soceny, Jr.

STATE OF NEW YORK )  
COUNTY OF ROCKLAND ) ss.:

On the 24<sup>th</sup> day of October, 1979, before me personally came MARY EILEEN O'BRIEN, to me known, who being by me duly sworn, did depose and say that she resides at No Number Western Highway, Blauvelt, New York, that she is the President of DOMINICAN COLLEGE OF BLAUVELT, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name there to by like order.

UNOFFICIAL

Michael H. Furry  
MICHAEL H. FURRY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 1352810  
Qualified in Rockland County  
Commission Expires March 30, 1981

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE FOR ROCKLAND CO., N.Y.

Dec 7 1979 AT 12:25  
P.M. IN LIBER 1036 OF DEEDS  
PAGE 843

RECORDED DEC 7 1979 12:25 P.M.

Nancy Malzer  
ACTING COUNTY CLERK.

Acting County Clerk

W. KENNEDY  
Attorney at Law  
700 Main Street  
New York, N.Y. 10002

Law Offices  
of  
**COSTA & ASSOCIATES**

56 North Broadway, Nyack, New York 10960  
costalawgroup@costalawgroup.net

**Tel: (845) 353-5155**  
John A. Costa, Esq.

**EFax: (845)678-3424**  
Cynthia A. Costa-Trahan, Esq.\*

\*Admitted in NJ

July 18, 2024

Town of Orangetown  
Orangetown Supervisor  
Teresa Kenny  
26 Orangeburg Road  
Orangeburg, NY 10962

RE: Dominican University New York to Saint Dominic's Family Services, Inc.  
Sale of 2 Convent Road, Blauvelt, NY 10913 (70.18-3-24)  
Amendment of Restrictive Covenant

Dear Supervisor Kenny:

Our office represents Saint Dominic's Family Services, Inc. regarding the purchase of the above referenced property. My client the Purchaser has NO affiliation with the Seller. Saint Dominic's Family Services is located at 500 Western Highway, Blauvelt, NY 10913 and are neighbors to Dominican University. They are a nonprofit human services organization that provides foster care and prevention, developmental disabilities programs, mental health services and much more to the community. The property currently has restrictive covenants that would not allow our clients to use the space to it's full potential in serving the community. Those covenants require the that the property revert to single-family use. Saint Dominic's would like to continue the present use of the property as office space and storage space. We request that the covenant be amended by the Town Board to reflect that the property can be used for such upon transfer to our client. They would also kindly request potentially expanding the parking to permit more than one vehicle to park in the driveway.

This use by our client will in no way negatively impact the surrounding neighbors and the organization as a whole is fundamentally irreplaceable to the community.

Please feel free to reach out to me with any questions or concerns you may have. We look forward to hearing from you.

Very truly yours,



Cynthia A. Costa-Trahan

LIB 1036 PAGE 842

08259

THIS DECLARATION OF RESTRICTIVE COVENANTS made the 24<sup>th</sup> day of October, in the Year One Thousand Nine Hundred and Seventy-Nine, by the DOMINICAN COLLEGE OF BLAUVELT, No Number Western Highway, Blauvelt, Rockland County, New York.

WHEREAS, DOMINICAN COLLEGE OF BLAUVELT is the owner in fee simple of the real property located at No. 2 Convent Road, Blauvelt, Rockland County, New York; and

WHEREAS, the use of said property by the DOMINICAN COLLEGE OF BLAUVELT as a curriculum library, seminar rooms and faculty offices, has been formally approved by the Zoning Board of Appeals of the Town of Orangetown, by decision dated October 21, 1976; and

WHEREAS, the aforesaid premises located at No. 2 Convent Road, Blauvelt, Rockland County, New York is more particularly described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Hamlet of Blauvelt, Town of Orangetown, County of Rockland, State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the northerly side of Convent Road and which point is the westerly terminus of a curve at the intersection of the northerly side of Convent Road with the westerly side of Western Highway; running thence (1) in a westerly direction and along the northerly side of Convent Road on a course of South 87° 35' 22" West a distance of 142.11 feet to a point; thence (2) in a northeasterly direction and along the easterly boundary line of the Rockland Light and Power Co. easement on a course of North 37° 25' East a distance of 201.22 feet to a point in the westerly side of Western Highway; thence (3) in a southerly direction and along the westerly side of Western Highway on a course of South 24° 39' 58" East a distance of 116.97 feet to a point; thence (4) on a curve to the right, the radius of which is 33.56 feet, the tangent of which is 50 feet, a distance of 65.75 feet to the point or place of beginning.

W & KENNEDY  
ATTORNEYS AT LAW  
NATIONAL BANK BUILDING  
17th MAIN STREET  
ROCKLAND, N.Y. 10855

DEC 1979

NOW, THEREFORE, the DOMINICAN COLLEGE OF BLAUVELT, hereby declares the premises known as No. 2 Convent Road, Blauvelt, Rockland County, New York, which premises are more particularly described above, to be subject to the covenants and restrictions hereinafter contained, and the undersigned DOMINICAN COLLEGE OF BLAUVELT and/or any successor college to the DOMINICAN COLLEGE OF BLAUVELT, covenants and agrees with the TOWN OF ORANGETOWN, its successor and assigns, as follows:

1. The premises located at No. 2 Convent Road, Blauvelt, Rockland County, New York, may be used by the DOMINICAN COLLEGE OF BLAUVELT only as a curriculum library, for student use only, seminar rooms and faculty offices. The garage and down-stairs area of said premises shall comprise the curriculum library, and the upstairs rooms shall be used for seminar rooms, for instructional purposes and faculty offices.

2. There shall be no street parking in front of said premises and no parking of vehicles on the premises except that the driveway of the premises may be used solely for one vehicle for the possible use of disabled or handicapped students.

3. In the event of the future sale of said premises by the DOMINICAN COLLEGE OF BLAUVELT, or any successor college, the use of said premises as a curriculum library, seminar rooms and faculty offices shall terminate and the structure on the premises shall be reconditioned and sold only as a one-family residence, pursuant to the requirements of the existing R-15 Zoning District presently applicable to said premises. In the event, however, of any change in the future with respect to the Zoning District applicable to this property, the premises will then be sold only for such use as may then be permissible under the Zoning Code of the Town of Orangetown.

8 KENNEDY  
NEYS AT LAW  
IONAL BANK BUILDING  
4 MAIN STREET  
IVER, N.Y. 10985

UNFILED OCT 24 1983



DECISION ON APPLICATION FOR USE VARIANCE

Z.B.A.-76-71  
S.90-B.824-L.5

FROM: ZONING BOARD of APPEALS, Town of Orangetown

TO: DOMINICAN COLLEGE OF BLAUVELT  
Natalie Casey, O.P., President

RE: Application for use variance pursuant to the provisions of Section 3.11 Column 2 of the Orangetown Zoning Code to utilize a one family dwelling as a curriculum library, seminar rooms and faculty offices for the benefit of the Dominican College of Blauvelt.

The premises involved are located on the northwest corner of the intersection of Convent Road and Western Highway, also known as #2 Convent Road, in Blauvelt, and in an R-15 zoning district.

(ZB#5 - Meeting 10/6/76)

Heard by the ZONING BOARD of APPEALS, Town of Orangetown, Rockland County, New York, at meeting held on Wednesday evening, OCTOBER 6, 1976, and as of that date, determination made as follows:

FINDINGS OF FACT: Mr. Fury, Attorney, accompanied by Sister Cathleen Sullivan, appeared and testified that the garage in the existing dwelling would be converted into a library for student use only and that rooms on the upper level would be used for instructional purposes and faculty offices exclusively for the college. They testified that parking in the driveway would be restricted to one disabled student presently attending the college. Both faculty and student parking would be in the present college parking lots.

Sister Cathleen Sullivan testified there would be between 50 and 60 students in the teaching enrichment program to be conducted in the structure, however, there would not be more than 20 students in the facility at any one time.

The hours to be maintained will generally be daylight hours 5 days a week, with an occasional Saturday and Sunday or evening from 6:00 P. M. until 10:00 P. M.

They testified there should be no noise emanating from the building. The applicant testified that at this time the college is unable to erect a new library due to the excessive costs.

Applicant agreed to a covenant specifying the building would convert back to its original one family dwelling status if the property is sold.

Opposition was presented in the form of a petition signed by abutting and neighboring property owners. Mary Brennan and R. Jackson, Professor, appeared in support of the application.

The Board members made a personal inspection of the premises on Sunday, October 3, 1976, and found them to be properly posted and as generally described on the application.

This matter was referred to the Rockland County Planning Board pursuant to Section 239 (1) and (m) of the General Municipal Law of the State of New York, which Board approved the application on September 28, 1976.

A satisfactory statement, in accordance with the provisions of Section 809 of the General Municipal Law of the State of New York, was received.

The Board, after hearing all the foregoing testimony, felt that the applicant had presented justifiable hardship and that the granting of the variance would be in harmony with the intent and purpose of the Zoning Code and that the use would not be injurious to the neighborhood.

DECISION: In view of the foregoing and the testimony before this Board, the application for a Use Variance BE and HEREBY is GRANTED SUBJECT



DECISION TO THE FOLLOWING CONDITIONS:  
Continued

1. No street parking.
2. Driveway to be used solely for one vehicle, that of the disabled student.
3. Applicant must file a covenant satisfactory to the Town Attorney, that in the event of sale the structure must be reconditioned and sold only as a one family dwelling.

NOTE: The foregoing application is granted in accordance with the plot plan submitted dated "Received September 13, 1976, Zoning Board of Appeals" and subject to the applicant obtaining the necessary permits from the Building Department.

Approval of the Board is limited to specific approval of the application requested and granted.  
The Board gives no approval to any building plans of the applicant.

Motion on the foregoing made by Mr. Koshel, seconded by Mr. Crosbie and unanimously carried by the Board members as follows:  
Louis E. Kayser, Aye; James L. Crosbie, Aye; John Koshel, Aye;  
John H. Olsen, Aye; Bronius B. Markeliunas, Aye.

The Clerk of the Board is hereby authorized, directed and empowered to sign this decision and file a certified copy thereof in the Office of the Town Clerk.

ZONING BOARD OF APPEALS  
TOWN OF ORANGETOWN

By: R. W. Banford  
R. W. Banford, Clerk

DISTRIBUTION:

Town Clerk  
Mr. J. V. Colello, Spvr.  
John J. Fox, Esq.  
Irwin Bernstein, Esq.  
Mr. R. J. DiFiore  
Michael Fury, Esq.  
Property File - OBZPAE  
R. C. Planning Board  
Assessor's Office  
Members Zoning Board  
Members Town Board

TOWN OF ORANGETOWN  
1976 OCT 22 AM 9:57  
TOWN CLERKS OFFICE

Dated: October 21, 1976

**SOURCEWELL  
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**8/16/2022**

**Resolution No. 2022\_23**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Barrows, Arts

and the following voted against: (list names here or “NONE”)

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
*Sara Nagel*  
9BEF5D6F88D140B...  
**Clerk to the Board of Directors**

**SOURCEWELL  
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**8/16/2022**

**Resolution No. 2022\_24**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nage1

and the following voted in favor: (list names here)  
Zylka, Veronen, Nage1, Thiel, Barrows, Arts

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

*Sara Nagel*

9BEF5D6F88D140B...

\_\_\_\_\_  
**Clerk to the Board of Directors**



**SOURCEWELL  
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**2/21/2023**

**Resolution No. 2023\_04**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

**Zylka, Nagel, Thiel, Barrows, Arts, Kircher**

and the following voted against: (list names here or “NONE”)

**NONE**

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
*Linda Arts*  
0EF5785E1EAD4CF...  
Clerk to the Board of Directors

## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - February 2023**

|                             |  |
|-----------------------------|--|
| <b>CONSENT AGENDA ITEMS</b> | <b>Requesting Board permission to Solicit the following categories:</b>              |
|                             | Fleet Electrification Management Services  |
|                             | Individual Coverage Health Reimbursement Account Programs (HRA) and Related Services |
|                             |  |
|                             |  |
|                             | <b>Requesting Board permission to Re-Solicit the following categories:</b>           |
|                             | Group Employee Benefits and Related Services   |
|                             |  |
|                             |  |
|                             |  |

| <b>CONSENT AGENDA ITEMS</b>         | <b>NEW CONTRACTS</b>                         |   |   |
|-------------------------------------|--|---|---|
|                                     | <b>Supplier Name</b>                         | <b>Contract Number</b>                        | <b>Solicitation Title</b>   |
|                                     | ADB Safegate Americas                        | 110122-ADB                                    | "Airport Runway Materials with Related Supplies and Services"                                       |
|                                     | Axtell's, Inc.                               | 110122-AXL                                    | "Airport Runway Materials with Related Supplies and Services"                                       |
|                                     | Hi-Lite Airfield Services                    | 110122-HLA                                    | "Airport Runway Materials with Related Supplies and Services"                                       |
|                                     | Nachurs Alpine Solutions                     | 110122-NCH                                    | "Airport Runway Materials with Related Supplies and Services"                                       |
|                                     | Sherwin Industries                           | 110122-SWN                                    | "Airport Runway Materials with Related Supplies and Services"                                       |
|                                     | Mansfield Oil Company of Gainesville         | 121522-MNF                                    | "Fuel Delivery with Related Services"   |
|                                     | Saratoga Rack Marketing                      | 121522-SRT                                    | "Fuel Delivery with Related Services"   |
|                                     | TACenergy                                    | 121522-TAC                                    | "Fuel Delivery with Related Services"   |
|                                     | Airport Technologies                         | 111522-APT                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | Alamo Group                                  | 111522-AGI                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | ASH North America/Aebi Schmidt North America | 111522-AEB                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | Fortbrand Services                           | 111522-FTB                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | J.A. Larue                                   | 111522-JAL                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | Multihog Ltd.                                | 111522-MUL                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | Oshkosh Corp. dba Oshkosh Defense            | 111522-OKC                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | SB Manufacturing                             | 111522-SBM                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | Team Eagle                                   | 111522-TEA                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | TYMCO Inc.                                   | 111522-TYM                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | Waterblasting, LLC                           | 111522-WTB                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | Wille North America                          | 111522-WLE                                    | "Airport Runway Equipment with Related Supplies and Services"                                       |
|                                     | <b>CONTRACT EXTENSIONS</b>                   |   |   |
|                                     | <b>Supplier Name</b>                         | <b>Contract Number</b>                        | <b>Solicitation Title</b>   |
|                                     | Mitel Business Systems                       | 022719-MBS                                    | "Unified Communications, Contact Center and Related Services, Equipment and Applications"           |
|                                     | Clark Equipment Company dba Bobcat Company   | 040319-CEC                                    | "Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies" |
|                                     | <b>NEW IDIQ CONTRACTS</b>                    |   |   |
| Damsel Services, Inc.               | IL-R1-APC-122122-DSI                         | Illinois - Region 1 - Asphalt Paving/Concrete |   |
| GWO Crew, LLC                       | IL-R1-APC-122122-GCJ                         | Illinois - Region 1 - Asphalt Paving/Concrete |   |
| Damsel Services, Inc.               | IL-R1-E-122122-DSI                           | Illinois - Region 1 Electrical                |   |
| Engineered Services, Inc.           | IL-R1-E-122122-ESI                           | Illinois - Region 1 Electrical                |   |
| SMB Contracting, Inc.               | IL-R1-E-122122-SMB                           | Illinois - Region 1 Electrical                |   |
| AGAE Contractors, Inc.              | IL-R1-GC-122122-AGA                          | Illinois - Region 1 General Construction      |   |
| BEAR Construction Company           | IL-R1-GC-122122-BEA                          | Illinois - Region 1 General Construction      |   |
| Damsel Services, Inc.               | IL-R1-GC-122122-DSI                          | Illinois - Region 1 General Construction      |   |
| Leopardo Companies, Inc.            | IL-R1-GC-122122-LEO                          | Illinois - Region 1 General Construction      |   |
| Pacific Construction Services, LLC  | IL-R1-GC-122122-PCS                          | Illinois - Region 1 General Construction      |   |
| Robe, Inc.                          | IL-R1-GC-122122-ROB                          | Illinois - Region 1 General Construction      |   |
| SMB Contracting, Inc.               | IL-R1-GC-122122-SMB                          | Illinois - Region 1 General Construction      |   |
| Toro Construction Corp.             | IL-R1-GC-122122-TCC                          | Illinois - Region 1 General Construction      |   |
| BCC/HPH Joint Venture               | IL-R1-HVAC-122122-BHJ                        | Illinois - Region 1 - Mechanical/HVAC         |   |
| Damsel Services, Inc.               | IL-R1-HVAC-122122-DSI                        | Illinois - Region 1 - Mechanical/HVAC         |   |
| SMB Contracting, Inc.               | IL-R1-HVAC-122122-SMB                        | Illinois - Region 1 - Mechanical/HVAC         |   |
| BCC/HPH Joint Venture               | IL-R1-PLUM-122122-BHJ                        | Illinois - Region 1 Plumbing                  |   |
| SMB Contracting, Inc.               | IL-R1-PLUM-122122-SMB                        | Illinois - Region 1 Plumbing                  |   |
| AGAE/A-1 Roofing Joint Venture, LLC | IL-R1-R-122122-A1R                           | Illinois - Region 1 Roofing                   |   |
| Dardon Construction, Inc.           | IL-R1-R-122122-DDO                           | Illinois - Region 1 Roofing                   |   |
| SMB Contracting, Inc.               | IL-R1-R-122122-SMB                           | Illinois - Region 1 Roofing                   |   |

## APPENDIX A Continued

|  |                       |  |
|--|-----------------------|--|
| Dardon Construction, Inc.                    | IL-R2-E-122122-DDO    | Illinois - Region 2 Electrical           |
| Damsel Services, Inc.                        | IL-R2-E-122122-DSI    | Illinois - Region 2 Electrical           |
| Montel Technologies, LLC                     | IL-R2-E-122122-MTL    | Illinois - Region 2 Electrical           |
| CORE Construction Services of Illinois, Inc. | IL-R2-GC-122122-CSI   | Illinois - Region 2 General Construction |
| Damsel Services, Inc.                        | IL-R2-GC-122122-DSI   | Illinois - Region 2 General Construction |
| F.H. Paschen                                 | IL-R2-GC-122122-FHP   | Illinois - Region 2 General Construction |
| Pacific Construction Services, LLC           | IL-R2-GC-122122-PCS   | Illinois - Region 2 General Construction |
| Robe, Inc.                                   | IL-R2-GC-122122-ROB   | Illinois - Region 2 General Construction |
| Dardon Construction, Inc.                    | IL-R2-HVAC-122122-DDO | Illinois - Region 2 - Mechanical/HVAC    |
| Damsel Services, Inc.                        | IL-R2-HVAC-122122-DSI | Illinois - Region 2 - Mechanical/HVAC    |
| Dardon Construction, Inc.                    | IL-R2-R-122122-DDO    | Illinois - Region 2 Roofing              |
| Sterling Commercial Roofing, Inc.            | IL-R2-R-122122-STR    | Illinois - Region 2 Roofing              |
| Dardon Construction, Inc.                    | IL-R3-E-122122-DDO    | Illinois - Region 3 Electrical           |
| Damsel Services, Inc.                        | IL-R3-E-122122-DSI    | Illinois - Region 3 Electrical           |
| Montel Technologies, LLC                     | IL-R3-E-122122-MTL    | Illinois - Region 3 Electrical           |
| AGAE Contractors, Inc.                       | IL-R3-GC-122122-AGA   | Illinois - Region 3 General Construction |
| Damsel Services, Inc.                        | IL-R3-GC-122122-DSI   | Illinois - Region 3 General Construction |
| Pacific Construction Services, LLC           | IL-R3-GC-122122-PCS   | Illinois - Region 3 General Construction |
| Robe, Inc.                                   | IL-R3-GC-122122-ROB   | Illinois - Region 3 General Construction |
| Dardon Construction, Inc.                    | IL-R3-HVAC-122122-DDO | Illinois - Region 3 - Mechanical/HVAC    |
| Damsel Services, Inc.                        | IL-R3-HVAC-122122-DSI | Illinois - Region 3 - Mechanical/HVAC    |
| AGAE/A-1 Roofing Joint Venture, LLC          | IL-R3-R-122122-A1R    | Illinois - Region 3 Roofing              |
| Dardon Construction, Inc.                    | IL-R3-R-122122-DDO    | Illinois - Region 3 Roofing              |
| Damsel Services, Inc.                        | IL-R4-E-122122-DSI    | Illinois - Region 4 Electrical           |
| Montel Technologies, LLC                     | IL-R4-E-122122-MTL    | Illinois - Region 4 Electrical           |
| CORE Construction Services of Illinois, Inc. | IL-R4-GC-122122-CSI   | Illinois - Region 4 General Construction |
| Damsel Services, Inc.                        | IL-R4-GC-122122-DSI   | Illinois - Region 4 General Construction |
| F.H. Paschen                                 | IL-R4-GC-122122-FHP   | Illinois - Region 4 General Construction |
| Pacific Construction Services, LLC           | IL-R4-GC-122122-PCS   | Illinois - Region 4 General Construction |
| R.L. Vollintine Construction, Inc.           | IL-R4-GC-122122-RLV   | Illinois - Region 4 General Construction |
| Damsel Services, Inc.                        | IL-R4-HVAC-122122-DSI | Illinois - Region 4 - Mechanical/HVAC    |
| Damsel Services, Inc.                        | IL-R5-E-122122-DSI    | Illinois - Region 5 Electrical           |
| Montel Technologies, LLC                     | IL-R5-E-122122-MTL    | Illinois - Region 5 Electrical           |
| CORE Construction Services of Illinois, Inc. | IL-R5-GC-122122-CSI   | Illinois - Region 5 General Construction |
| Damsel Services, Inc.                        | IL-R5-GC-122122-DSI   | Illinois - Region 5 General Construction |
| F.H. Paschen                                 | IL-R5-GC-122122-FHP   | Illinois - Region 5 General Construction |
| Pacific Construction Services, LLC           | IL-R5-GC-122122-PCS   | Illinois - Region 5 General Construction |
| Damsel Services, Inc.                        | IL-R5-HVAC-122122-DSI | Illinois - Region 5 - Mechanical/HVAC    |

**IDIQ Contract Extensions**

| <b>Company Name</b>                          | <b>Contract Number</b> |  |
|--|------------------------|--|
| Amstar, Inc.                                 | TX-PB-GC-121819-AMS    |  |
| Centennial Contractors Enterprises, Inc.     | TX-CT-GC-121819-CCE    |  |
| RoofConnect Logistics, Inc.                  | TX-WT-R-121819-RCL     |  |
| Veliz Company, LLC                           | TX-WT-GC-121819-VCL    |  |
| Amstar, Inc.                                 | TX-CT-GC-121819-AMS    |  |
| JAMCO Ventures, LLC                          | TX-CT-GC-121819-JAM    |  |
| JAMCO Ventures, LLC                          | TX-CT-RC-121819-JAM    |  |
| TMG Contracting, LLC                         | TX-CT-GC-121819-TCL    |  |
| Sullivan Contracting Services                | TX-CT-GC-121819-SUL    |  |
| Amstar, Inc.                                 | TX-WT-GC-121819-AMS    |  |
| CORE Construction Services of Texas, Inc.    | TX-PB-GC-121819-CCT    |  |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-CT-GC-121819-FHP    |  |
| JAMCO Ventures, LLC                          | TX-CT-W-121819-JAM     |  |
| CORE Construction Services of Texas, Inc.    | TX-WT-GC-121819-CCT    |  |
| JAMCO Ventures, LLC                          | TX-CT-F-121819-JAM     |  |
| Platinum Roofing, Inc.                       | TX-CT-R-121819-PLR     |  |
| Veliz Company, LLC                           | TX-PB-GC-121819-VCL    |  |
| CORE Construction Services of Texas, Inc.    | TX-CT-GC-121819-CCT    |  |
| Doyle Electric LLC.                          | TX-CT-GC-121819-DEL    |  |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-PB-GC-121819-FHP    |  |
| JAMCO Ventures, LLC                          | TX-CT-P-121819-JAM     |  |
| Tommy Klein Construction, Inc.               | TX-PB-GC-121819-TKL    |  |
| JAMCO Ventures, LLC                          | TX-CT-APC-121819-JAM   |  |
| RoofConnect Logistics, Inc.                  | TX-CT-R-121819-RCL     |  |
| Veliz Company, LLC                           | TX-CT-GC-121819-VCL    |  |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-WT-GC-121819-FHP    |  |

## APPENDIX A Continued

|   |                         |  |
|---|-------------------------|--|
| Doyle Electric, LLC                         | TX-CT-E-121819-DEL      |  |
| ABM Industries, Inc.                        | CA-R9-HVAC01-123021-ABM |  |
| Angeles Contractor, Inc.                    | CA-R8-P03-123021-ACI    |  |
| Angeles Contractor, Inc.                    | CA-R8-RW01-123021-ACI   |  |
| Good-Men Roofing & Construction, Inc.       | CA-R8-RW03-123021-GMR   |  |
| Good-Men Roofing & Construction, Inc.       | CA-R9-RW01-123021-GMR   |  |
| Harry H. Joh Construction, Inc.             | CA-R9-GB03-123021-HJC   |  |
| ACCO Engineered Systems, Inc.               | CA-R8-PLUM01-123021-AES |  |
| ACCO Engineered Systems, Inc.               | CA-R8-SS01-123021-AES   |  |
| Vincor Construction, Inc.                   | CA-R8-GB05-123021-VCI   |  |
| ABM Industries, Inc.                        | CA-R6-E01-123021-ABM    |  |
| Angeles Contractor, Inc.                    | CA-R6-PAV01-123021-ACI  |  |
| GeoStabilization International, LLC         | CA-R9-GS01-123021-GSI   |  |
| Harry H. Joh Construction, Inc.             | CA-R8-HVAC04-123021-HJC |  |
| North Star Construction & Engineering, Inc. | CA-R3-GB02-123021-NSC   |  |
| Oscalibur Plumbing, Inc.                    | CA-R8-PLUM02-123021-OPI |  |
| Pacific Lighting Mgmt., Inc.                | CA-R9-E02-123021-PLM    |  |
| PUB Construction, Inc.                      | CA-R9-GB02-123021-PUB   |  |
| Bitech Construction Co., Inc.               | CA-R8-PAV04-123021-BIT  |  |
| California Coast Carpet & Flooring          | CA-R8-F02-123021-CCF    |  |
| Exbon Development, Inc.                     | CA-R8-E04-123021-EXB    |  |
| T&S West                                    | CA-R3-E01-123021-TSW    |  |
| Vincor Construction, Inc.                   | CA-R9-GB05-123021-VCI   |  |
| ACCO Engineered Systems, Inc.               | CA-R8-HVAC02-123021-AES |  |
| ACCO Engineered Systems, Inc.               | CA-R9-PLUM01-123021-AES |  |
| All Source Coatings, Inc.                   | CA-R9-GB08-123021-ASC   |  |
| Harry H. Joh Construction, Inc.             | CA-R8-P02-123021-HJC    |  |
| Staples Construction Company                | CA-R1-GB01-123021-STA   |  |
| T&S West                                    | CA-R3-PAV01-123021-TSW  |  |
| Horizons Construction Co. Int'l, Inc.       | CA-R8-PAV01-123021-HCC  |  |
| Mesa Energy Systems                         | CA-R7-HVAC02-123021-ES  |  |
| J & H Engineering General Contracts, Inc.   | CA-R7-PAV02-123021-JHE  |  |
| Mackone Development, Inc.                   | CA-R8-GB07-123021-MDI   |  |
| Newton Construction & Management, Inc.      | CA-R7-GB01-123021-NCM   |  |
| Horizons Construction Co. Int'l, Inc.       | CA-R8-GB01-123021-HCC   |  |
| Horizons Construction Co. Int'l, Inc.       | CA-R9-GB01-123021-HCC   |  |
| Newton Construction & Management, Inc.      | CA-R6-GB01-123021-NCM   |  |
| Newton Construction & Management, Inc.      | CA-R7-E01-123021-NCM    |  |
| ABM Industries, Inc.                        | CA-R8-HVAC01-123021-ABM |  |
| ACCO Engineered Systems, Inc.               | CA-R7-HVAC01-123021-AES |  |
| Angeles Contractor, Inc.                    | CA-R6-GB02-123021-ACI   |  |
| Angeles Contractor, Inc.                    | CA-R8-GB06-123021-ACI   |  |
| Exbon Development, Inc.                     | CA-R8-RW02-123021-EXB   |  |
| Harry H. Joh Construction, Inc.             | CA-R9-HVAC03-123021-HJC |  |
| Horizons Construction Co. Int'l, Inc.       | CA-R9-PAV01-123021-HCC  |  |
| Good-Men Roofing & Construction, Inc.       | CA-R8-GB08-123021-GMR   |  |
| MDJ Management, LLC                         | CA-R7-GB06-123021-MDJ   |  |
| Mesa Energy Systems                         | CA-R9-HVAC04-123021-ES  |  |
| Pacific Building Group                      | CA-R9-GB04-123021-PBG   |  |
| Pacific Lighting Mgmt., Inc.                | CA-R8-E03-123021-PLM    |  |
| T&S West                                    | CA-R5-GB01-123021-TSW   |  |
| T&S West                                    | CA-R5-E01-123021-TSW    |  |
| T&S West                                    | CA-R5-PAV01-123021-TSW  |  |
| Exbon Development, Inc.                     | CA-R8-HVAC03-123021-EXB |  |
| Good-Men Roofing & Construction, Inc.       | CA-R9-GB06-123021-GMR   |  |
| Mesa Energy Systems                         | CA-R1-HVAC01-123021-ES  |  |
| Mesa Energy Systems                         | CA-R5-HVAC01-123021-ES  |  |
| PUB Construction, Inc.                      | CA-R8-GB03-123021-PUB   |  |
| PUB Construction, Inc.                      | CA-R8-F01-123021-PUB    |  |
| ABM Industries, Inc.                        | CA-R3-HVAC01-123021-ABM |  |
| Mackone Development, Inc.                   | CA-R8-PAV03-123021-MDI  |  |
| Mark Scott Construction                     | CA-R4-GB01-123021-MSC   |  |
| Mark Scott Construction                     | CA-R5-GB04-123021-MSC   |  |
| MDJ Management, LLC                         | CA-R8-GB13-123021-MDJ   |  |
| ABM Industries, Inc.                        | CA-R3-E02-123021-ABM    |  |
| North Star Construction & Engineering, Inc. | CA-R3-PAV02-123021-NSC  |  |



## APPENDIX A Continued

|  |                         |  |
|--|-------------------------|--|
| North Star Construction & Engineering, Inc.  | CA-R3-GS01-123021-NSC   |  |
| Horizons Construction Co. Int'l, Inc.        | CA-R7-PAV01-123021-HCC  |  |
| Newton Construction & Management, Inc.       | CA-R5-GB02-123021-NCM   |  |
| Mackone Development, Inc.                    | CA-R8-P04-123021-MDI    |  |
| ACCO Engineered Systems, Inc.                | CA-R2-HVAC01-123021-AES |  |
| ACCO Engineered Systems, Inc.                | CA-R3-HVAC02-123021-AES |  |
| ACCO Engineered Systems, Inc.                | CA-R6-HVAC02-123021-AES |  |
| Facility Solutions Group                     | CA-R8-E02-123021-FSG    |  |
| PUB Construction, Inc.                       | CA-R8-P01-123021-PUB    |  |
| ABM Industries, Inc.                         | CA-R4-HVAC01-123021-ABM |  |
| ABM Industries, Inc.                         | CA-R5-HVAC02-123021-ABM |  |
| ABM Industries, Inc.                         | CA-R6-HVAC01-123021-ABM |  |
| ABM Industries, Inc.                         | CA-R8-E01-123021-ABM    |  |
| ABM Industries, Inc.                         | CA-R9-E01-123021-ABM    |  |
| ACCO Engineered Systems, Inc.                | CA-R9-HVAC02-123021-AES |  |
| Angeles Contractor, Inc.                     | CA-R8-F03-123021-ACI    |  |
| Durham Construction Company, Inc.            | CA-R5-GB03-123021-DCC   |  |
| Exbon Development, Inc.                      | CA-R8-GB02-123021-EXB   |  |
| Angeles Contractor, Inc.                     | CA-R8-PAV02-123021-ACI  |  |
| Harry H. Joh Construction, Inc.              | CA-R8-GB04-123021-HJC   |  |
| CORE Construction Services of Texas, Inc.    | TX-RGV-GC-021920-CCT    |  |
| Lee Construction and Maintenance Company     | TX-GC-GC-021920-LCM     |  |
| Lee Construction and Maintenance Company     | TX-GC-EC-021920-LCM     |  |
| Lee Construction and Maintenance Company     | TX-GC-F-021920-LCM      |  |
| CORE Construction Services of Texas, Inc.    | TX-GC-GC-021920-CCT     |  |
| RoofConnect Logistics, Inc.                  | TX-GC-RC-021920-RCI     |  |
| Dunhill Development and Construction         | TX-GC-GC-021920-DUN     |  |
| Lee Construction and Maintenance Company     | TX-GC-P-021920-LCM      |  |
| Alpha Building Corporation                   | TX-GC-GC-021920-ABC     |  |
| RoofConnect Logistics, Inc.                  | TX-GC-W-021920-RCI      |  |
| AR Energy Services, LLC                      | TX-GC-GC-021920-ARE     |  |
| Centennial Contractors Enterprises, Inc.     | TX-GC-GC-021920-CCE     |  |
| Amstar, Inc.                                 | TX-GC-GC-021920-AMS     |  |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-GC-GC-021920-FHP     |  |
| TSG Industries                               | TX-GC-F-021920-TSG      |  |
| Amstar, Inc.                                 | TX-RGV-GC-021920-AMS    |  |
| TSG Industries                               | TX-GC-GC-021920-TSG     |  |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-RGV-GC-021920-FHP    |  |
| Centennial Contractors Enterprises, Inc.     | TX-RGV-GC-021920-CCE    |  |



**COMMENT AND REVIEW**  
to the  
REQUEST FOR PROPOSAL (RFP) #111522  
Entitled

**Airport Runway Equipment with Related Supplies and Services**

The following advertisement was placed September 27, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), PublicPurchase.com, September 28, 2022 in Oregon's *Daily Journal of Commerce*, and on September 27 and October 4, 2022 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

|  |   |
|--|---|
| 1437467 Ontario, Inc. O/A FirstChoice Canada | Multi Electric                          |
| Aebi Schmidt North America                   | Multihog, Ltd.                          |
| Airport Technologies, Inc.                   | Northern Truck Equipment Corp.          |
| Alamo Group (USA), Inc.                      | O.C.E.M Acquisition Corp.               |
| Axtell's, Inc.                               | Oshkosh Defense, LLC                    |
| BOSCHUNG AMERICA, LLC                        | Prime Vendor, Inc.                      |
| Broce Manufacturing Company, Inc.            | Regina Construction Association         |
| Buyers Products Company, Inc.                | SASE Company                            |
| Commercial Truck Equipment Corporation       | SB Manufacturing, Inc. (Superior Broom) |
| Construction Reporter                        | Sectus Technologies, Inc.               |
| Cyclone Technology, LLC                      | SIGHTLINE, Inc.                         |
| Equipment Works Inc, LLC                     | Sled Consulting, LLC                    |
| Fortbrand Services                           | Sloan Security Group, Inc.              |

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Gamma Scientific, Inc.                | Solar Sound Corp.                     |
| Hali-Brite, Inc.                      | Storm Equipment                       |
| Halliday Technologies, Inc.           | TD Snow Removal                       |
| Hi-Lite Airfield Services, LLC        | Team Eagle, Ltd.                      |
| International Cybernetics Company, LP | TYMCO, Inc.                           |
| J.A. Larue                            | Waterblasting, LLC (Hog Technologies) |
| Kage Innovation, LLC                  | Wille North America, Inc.             |
| Lunar Contracting                     | Wright Construction Group             |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 15, 2022, at 4:31:38 pm CT. Proposals were received from the following:

ASH North America, Inc. (Aebi Schmidt North America)  
 Airport Technologies, Inc.  
 Alamo Group (USA), Inc.  
 BOSCHUNG AMERICA, LLC  
 Broce Manufacturing Company, Inc.  
 Buyers Products Company, Inc.  
 Cyclone Technology, LLC  
 Fortbrand Services  
 Gamma Scientific, Inc.  
 Hali-Brite, Inc.  
 Halliday Technologies, Inc.  
 International Cybernetics Company, LP  
 J.A. Larue  
 Multihog, Ltd.  
 Oshkosh Corporation (Oshkosh Defense, LLC)  
 SASE Company  
 SB Manufacturing, Inc. (Superior Broom)  
 Team Eagle, Ltd.  
 TYMCO, Inc.  
 Waterblasting, LLC (Hog Technologies)  
 Wille North America, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst  
 Carol Jackson, Procurement Analyst  
 Beverly Hoemberg, Procurement Analyst  
 Craig West, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Airport Technologies Inc. is a manufacturer of severe-duty airport snowplows, high-speed snow blowers, sweepers and is an authorized dealer of Boschung Airport Runway products. Their direct sales force is ready to service the United States and Canada. Warranties cover all products, parts, and labor with an extended warranty available. Sourcewell participating entities will receive a solid discount off list price.

Alamo Group is offering a wide variety of airport equipment including roll over plows, blowers, general purpose plows, scrapers, brooms, deicers, and replacement and service parts. Their sales team and dealer network are located throughout the United States and Canada to fully serve Sourcewell participating entities. Warranties cover all products, parts, and labor with extended warranty and service contracts available. Alamo Group is providing competitive discount pricing.

ASH North America, Inc., dba Aebi Schmidt North America provides a full line of airport runway snow and ice equipment and related supplies and services. Their product line consists of plows, blowers, brushes, sweepers, anti-icing, and deicing equipment, parts, and service for their entire line of products. Aebi Schmidt North America will provide sales and service to all Sourcewell participating entities in the United States and Canada. Their pricing represents significant discounts off published list pricing, with the discount percentage varying by products and category.

Fortbrand is offering a full line of airfield runway snow removal equipment. Their product line includes Vammas large capacity snow blowers, blowers, brushes and sweepers and deicing equipment. Fortbrand has a strong sales and service force to serve Sourcewell participating entities throughout the United States and Canada. They offer in-house financing options and a sizable discount off list price.

J.A. Larue is a manufacturer that provides industrial airport runway snow removal equipment such as loader-mounted and self-propelled snow blowers, brooms, and plows. Their extensive dealer network will provide sales and service to all Sourcewell participating entities located in the United States and Canada. They are offering a solid percentage discount from standard list pricing, with increasing discounts based on unit order quantities.

MultiHog Ltd manufactures a range of multipurpose tractors and sweepers that can run an array of attachments for runway maintenance including snow removal, rubber removal, line removal, salt spreading, deicing, trash pickup and mowing in the United States and Canada. Installation, set up and training, initial inspection is included at no additional charge. They are offering a stated percentage discount from list prices

Oshkosh Corporation dba Oshkosh Defense, LLC is offering their heavy duty and rugged line of airport snow removal equipment which includes plows, blowers, brooms, and anti-icing equipment. Their sales, service and support networks cover the entire United States and Canada. Oshkosh offers a standard warranty that covers all components, parts, and labor with extended warranties available. They offer competitive pricing with a discount.

SB Manufacturing dba Superior Broom is a manufacturer of airport runway brooms and sweeping machines. They have a robust dealer network and service force located throughout North America. Superior Broom offers a warranty that covers all products, non-wear parts, and labor. They are providing Sourcewell participating entities a significant discount off list price.

Team Eagle Ltd. provides turn-key runway maintenance and emergency equipment, including situational awareness and safety systems. Their sales team and dealer network will provide sales and service to all Sourcewell participating entities in the United States and Canada. Team Eagle Ltd. offers extended warranty options beyond their standard warranty to meet participating entities needs. They are offering a solid discount off their typical MSRP unit pricing.

TYMCO, Inc. is a manufacturer of airport runway sweepers that utilize the Regenerative Air System to clean airport runways, ramps, aprons, and taxiways. All sweeper models improve public safety by removing FOD (Foreign Object Debris) from airport runways. TYMCO can provide sales and service throughout the United States and Canada. Municipal lease purchase services available and Sourcewell participating entities receive a solid discount off base unit and options.

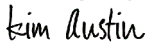
Waterblasting, LLC dba Hog Technologies offers a water blasting system to clean the rubber from airport runways, remove pavement markings and striping, and perform surface prep. They provide sales and service to all the United States and Canada. Hog Technologies warranties their components, parts, and labor. Service Contracts, parts, upgrades, and refurbishing are available for the life of the equipment. They offer Sourcewell participating entities a competitive discount off standard pricing.

Wille North America Inc. is a manufacturer of multi-function utility vehicles and attachments with four-season versatility. Their sales and service teams stand at the ready to serve Sourcewell participating entities in the United States and Canada. Willie's warranty will cover all products, equipment, parts, and labor. Discounts off MSRP will be offered.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #111522 to:

|   |             |
|---|-------------|
| Airport Technologies Inc.                               | #111522-APT |
| Alamo Group   | #111522-AGI |
| ASH North America, Inc., dba Aebi Schmidt North America | #111522-AEB |
| Fortbrand   | #111522-FTB |
| J.A. Larue  | #111522-JAL |
| MultiHog Ltd  | #111522-MUL |
| Oshkosh Corporation dba Oshkosh Defense, LLC            | #111522-OKC |
| SB Manufacturing dba Superior Broom                     | #111522-SBM |
| Team Eagle Ltd.   | #111522-TEA |
| TYMCO, Inc.   | #111522-TYM |
| Waterblasting, LLC dba Hog Technologies                 | #111522-WTB |
| Wille North America Inc.                                | #111522-WLE |

The preceding recommendations were approved on February 2, 2023.

DocuSigned by:  
  
 6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

*Carol Jackson*

6EE63AEDED5F46E...

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Carol Jackson, Procurement Analyst

DocuSigned by:

*Beverly Hoemberg*

36394C13F1E94C7...

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Beverly Hoemberg, Procurement Analyst

DocuSigned by:

*Craig West*

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---

Craig West, Procurement Analyst

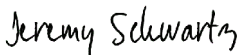
### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #111522 for Airport Runway Equipment with Related Supplies and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:  
  
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---

Jeremy Schwartz, CSSBB, CPPO  
Chief Procurement Officer



*NYS' official source of contracting opportunities  
Bringing business and government together*

## Contracting Opportunity

**Title:** Airport Runway Equipment with Related Supplies and Services

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 111522

**Contract Term:** 4 years with potential one year extension

**Date of Issue:** 09/27/2022

**Due Date/Time:** 11/15/2022 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Transportation, Bus, Rail, Marine & Aviation - *Commodities*

**Opportunity Type:** General

**Entered By:** Chris Robinson

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

**Business entities awarded an identical or substantially similar procurement contract within the past five years:**

Battsd, Inc.

Multihog

Oshkosh Airport Products

Rosenbauer MN

Team Eagle



Wausau

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov

**Submit to contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
rfp@sourcewell-mn.gov

## **Bid Results**

Bid Results have not been entered

## Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



# DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**  
**AIRPORT RUNWAY EQUIPMENT WITH RELATED SUPPLIES AND SERVICES**  
**Sourcewell; Bid Location Staples, MN, Todd County; Due 11/15/2022 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

9/28/2022

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE **28th** DAY OF **September, 2022**

**Nick Bjork**

Notary Public-State of Oregon



**SOURCEWELL**  
**AIRPORT RUNWAY EQUIPMENT WITH RELATED SUPPLIES AND SERVICES**  
**Proposals due 4:30 pm,**  
**November 15, 2022**  
**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.  
Published Sep. 28, 2022. 12159484

**Carol Jackson**  
**Sourcewell**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 12159484  
Client Reference No:

# LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## **PROOF OF PUBLICATION**

Carol Jackson  
Sourcewell  
PO BOX 219  
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

09/27/2022, 10/04/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 10/04/2022

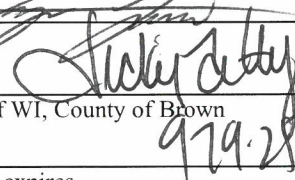
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Airport Runway Equipment with Related Supplies and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
9/29/22

My commission expires

Publication Cost: \$46.00  
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PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
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 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification              | Order PO | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------|----------|----------|------|-------|
| 34474     | 322879       | Print Legal Ad - IPL0091310 |          | \$132.13 | 1    | 18 L  |

Attention: Carol Jackson

SOURCEWELL  
 PO BOX 219  
 STAPLES, MN 56479

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Airport Runway Equipment with Related Supplies and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.  
 IPL0091310  
 Sep 27 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 09/27/2022

Ending Issue of: 09/27/2022

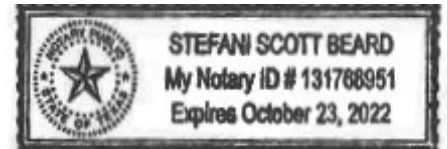
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 27th day of September in the year of 2022

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



*Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.*

Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!





**Opportunity Notice**  
**Airport Runway Equipment with Related Supplies and Services**

**Category:** Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

**Opportunity Information**

**Organization:** Canoe Procurement Group of Canada  
**Organization Address:**  
**Reference Number:** AB-2022-05750  
**Solicitation Number:** AB-2022-05750  
**Solicitation Type:** Request for Proposal  
**Posting (MM/dd/yyyy):** 09/27/2022  
 11:30:00 PM Alberta Time  
**Closing (MM/dd/yyyy):** 11/15/2022  
 03:30:00 PM Alberta Time  
**Last Update (MM/dd/yyyy):** 09/27/2022  
 11:07:16 PM Alberta Time  
**Agreement Type:** NWPTA/TILMA & CFTA & CETA & TCA  
**Region of Opportunity:** Open  
**Region of Delivery:** Alberta  
**Opportunity Type:** Open & Competitive  
**Commodity Codes:**  
 5131BE: Rubber Removal, Runways  
 N5151L: Runway Markers  
 N1650D: Boot, De-Icer  
 N3825G: Sweepers, Airport, Runway  
 N1740K: Truck, Tank, Aircraft De-Icer  
 N3830DB: Blades, Snowplow  
 N1650: Aircraft Hydraulic, Vacuum and De-Icing System Components

**Response Submission:**

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Response Contact:**

Robinson, Chris  
 Procurement Manager  
 2510 Sparrow Drive  
 Nisku, Alberta T9E 8N5  
 Tel: 218-895-4168  
 Email: [rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

**Response Specifics:**

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support <https://proportal.sourcewell-mn.gov>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

**Opportunity Description:**

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMB, NSF, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Airport Runway Equipment with Related Supplies, and Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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**Bid RFP #111522 - Airport Runway Equipment with Related Supplies and Services**

[Switch to Vendor View]

**Bid Type** RFP

**Bid Number** 111522

**Title** Airport Runway Equipment with Related Supplies and Services

**Start Date** Sep 27, 2022 8:39:08 AM CDT

**End Date** Nov 15, 2022 4:30:00 PM CST

**Agency** Sourcewell

**Bid Contact** Chris Robinson  
 (218) 895-4168  
 rfp@sourcewell-mn.gov  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479-0219

**Access Reports**  
 View reports on who has been notified of the bid or accessed it.  
[\[Notification report\]](#) [\[Access report\]](#)

**Questions**  
 0 Questions  
 0 Unanswered  
[\[View/Ask Questions\]](#)

**Edit Bid**  
[\[Create Addendum\]](#)

**Description**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-Bid Conference**

**Date** Oct 19, 2022 10:00:00 AM CDT

**Location** Online Conference

**Notes** Login information will be emailed two business days prior to the event.

**Documents**




No Documents for this bid

## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

**Bid Details**

|  |  |
|--|--|
| <p>Bid Classification:</p> <p>Bid Type:</p> <p>Bid Number:</p> <p>Bid Name:</p> <p>Bid Status:</p> <p>Bid Closing Date:</p> <p>Question Deadline:</p> <p>Electronic Auctions:</p> <p>Language for Bid Submissions:</p> <p>Submission Type:</p> <p>Submission Address:</p> <p>Public Opening:</p> <p>Description:</p> | <p>Goods</p> <p>RFP - General</p> <p>RFP 111522</p> <p>Airport Runway Equipment with Related Supplies and Services</p> <p><b>Open</b></p> <p>Tue Nov 15, 2022 4:30:00 PM (CST)</p> <p>Mon Nov 7, 2022 4:30:00 PM (CST)</p> <p>Not Applicable</p> <p>English unless specified in the bid document</p> <p>Online Submissions Only</p> <p>Online Submissions Only</p> <p>No</p> <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Airport Runway Equipment with Related Supplies and Services</b> to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than <b>November 15, 2022, at 4:30 p.m. Central Time</b>, and late proposals will not be considered.</p> |
| <p>Bid Document Access:</p>  | <p>Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p>  |
| <p>Categories:</p>   | <p><a href="#">Show Categories [+]</a></p>   |

 Submit a Question
 Register for this Bid
 Download Bid Documents

## Meeting Locations

The following are the meeting times and locations for the opportunity:

| Meeting Location               | Description   | Date / Time                                     | Mandatory Me... | Meeting Document |
|--------------------------------|---|---|-----------------|------------------|
| Online Pre-Proposal Conference | Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. | Wednesday<br>October 19, 2022<br>10:00 AM (CDT) | No              |                  |

**Documents**

| File Name  | Pages |  |
|--|-------|--|
| <b>RFP_111522_Airport_Runway_Eqpt</b><br>Monday September 26, 2022 10:10 AM                  | 13    |  Download |
| <b>RFP_111522_Airport_Runway_Eqpt_Contract_Template</b><br>Friday September 9, 2022 02:42 PM | 18    |  Download |

**Addenda**

No Addenda Available ...

OPEN

## Airport Runway Equipment with Related Supplies and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Important Dates

Pre-Proposal Conference:  
**October 19, 2022 at 10:00 am CDT**

Proposals Due:  
**November 15, 2022 at 4:30 pm CST**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)

**Publish**

- Bid Announcements
- Doc. Taker's List

Bidding Type 1 Bid Notice Only

**Publish** /Verify Contents Save as Template

**Solicitation Setting**

|   |    |
|---|----|
| ✓ Invite Bidders                        | No |
| ✓ Evaluate Response online              | No |
| ✓ Internal Approval                     | No |
| ✓ Enable Collaboration with other Users | No |

**Solicitation Details**

| Mandatory Information                        |   |
|--|---|
| Solicitation Type                            | RFP   |
| Solicitation Number                          | 111522  |
| Solicitation Name                            | Airport Runway Equipment with Related Supplies and Services |
| Procurement Type                             | Goods, Services   |
| Country & Province/State                     | Canada / Ontario  |
| Published By                                 | Sourcewell  |
| Accept Questions                             | Not Applicable  |
| Internal Information (For Internal Use Only) |   |
| Procurement Title/Project Name               | 111522 Airport Runway Equipment                             |

**Advertisement**

| Basic Settings               |   |
|------------------------------|---|
| Solicitation Type            | Open to all suppliers                                   |
| Estimated Contract Amount    | \$40,000,000.00   |
| Publish Date                 | 09/27/2022  |
| Closing Date & Time          | 11/15/2022 16:30:00 CT                                  |
| Publish Option               | Value Range for this Solicitation                       |
|                              | 10,000,001 over   |
| Selected Categories          |   |
| Construction                 |   |
| Winter Maintenance/ Supplies | Snow Removal, Hauling Of Salt And Sand, Antifreeze Etc. |



**Solicitation Overview**

**Sourcewell**  
Formerly N.J.A.

**Airport Runway Equipment with Related Supplies and Services**

**111522**

**Closing Date:** 11/15/2022 04:30:00 PM CT

**Detail:**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Notice

### Basic Information

**Estimated Contract Value (CAD)** \$40,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000233003  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 111522  
**Title** Airport Runway Equipment with Related Supplies and Services  
**Source ID** PP.CO.USA.868485.C88455

### Details

**Location** All of Canada, All of Canada  
**Purchase Type** Duration:4 years  
**Description** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Dates

**Publication** 2022/09/27 09:32:18 AM EDT  
**Question Acceptance Deadline** 2022/11/07 05:30:00 PM EST  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2022/11/15 05:30:00 PM EST

**Prebid Conference** 2022/10/19 01:00:00 AM EDT

### Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

### Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2022/10/19 01:00:00 AM EDT  
**Location** Online Conference  
**Event Note** Login information will be emailed two business days prior to the event.

### Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

| Item Name     | Description                     | Mandatory |
|---------------|---------------------------------|-----------|
| Bid Documents | Documents defining the proposal | Yes       |

## Categories

### Selected Categories

| GSIN Categories (4) |   |
|---------------------|---|
| G                   | <b>Goods</b><br>Goods   |
| N38                 | <b>Construction, Mining, Excavating And Highway Maintenance Equipment</b><br>Construction, Mining, Excavating And Highway Maintenance Equipment |
| N3830G              | <b>DEICING EQUIPMENT, TRUCK MOUNTED</b><br>DEICING EQUIPMENT, TRUCK MOUNTED   |
| N3825T              | <b>BRUSH, SWEEPER, ROAD AND RUNWAY</b><br>BRUSH, SWEEPER, ROAD AND RUNWAY   |
| N3825G              | <b>SWEEPERS, AIRPORT, RUNWAY</b><br>SWEEPERS, AIRPORT, RUNWAY   |
| N3825N              | <b>TRUCKS, SNOW REMOVAL, EQUIPMENT</b><br>TRUCKS, SNOW REMOVAL, EQUIPMENT   |
| MERX Category (1)   |   |
| G                   | <b>Goods</b><br>Goods   |
| G31                 | <b>Transportation Equipment and Spares</b><br>Transportation Equipment and Spares   |
| UNSPSC Category (1) |   |
| 25000000            | <b>Commercial and Military and Private Vehicles and their Accessories and Components</b>  |
| 25190000            | <b>Transportation services equipment</b>  |
| 25191500            | <b>Air transportation support systems and equipment</b>   |



## Proposal Opening Record

Date of opening: November 15, 2022

Sourcewell posted Request for Proposal #111522, for the procurement of Airport Runway Equipment with Related Supplies and Services, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Tuesday, September 27, 2022, and the solicitation remained in an open status within the portal until November 15, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 15, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #111522 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Aebi Schmidt North America - Submitted 11/15/22 at 12:47:59 PM  
Airport Technologies, Inc. - Submitted 11/13/22 at 5:26:19 PM  
Alamo Group (USA), Inc. - Submitted 11/11/22 at 8:51:04 AM  
BOSCHUNG AMERICA, LLC - Submitted 11/15/22 at 7:00:39 AM  
Broce Manufacturing Company, Inc. - Submitted 11/01/22 at 1:58:58 PM  
Buyers Products Company, Inc. - Submitted 11/09/22 at 2:31:24 PM  
Cyclone Technology, LLC - Submitted 11/15/22 at 3:55:39 PM  
Fortbrand Services - Submitted 11/15/22 at 11:02:53 AM  
Gamma Scientific, Inc. - Submitted 11/15/22 at 3:35:04 PM  
Hali-Brite, Inc. - Submitted 10/25/22 at 1:31:27 PM  
Halliday Technologies, Inc. - Submitted 11/15/22 at 2:24:11 PM  
International Cybernetics Company, LP - Submitted 11/14/22 at 11:42:58 AM  
J.A. Larue - Submitted 11/15/22 at 12:28:01 PM  
Multihog, Ltd. - Submitted 11/15/22 at 12:42:58 PM  
Oshkosh Defense, LLC - Submitted 11/14/22 at 12:47:07 PM  
SASE Company - Submitted 11/10/22 at 8:39:46 AM  
SB Manufacturing, Inc. (Superior Broom) - Submitted 11/14/22 at 10:43:54 AM  
Team Eagle, Ltd. - Submitted 11/15/22 at 11:42:13 AM  
TYMCO, Inc. - Submitted 11/15/22 at 9:20:02 AM  
Waterblasting, LLC (Hog Technologies) - Submitted 11/14/22 at 4:44:57 PM  
Wille North America, Inc. - Submitted 11/15/22 at 8:10:19 AM



The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on November 15, 2022, at 4:31:38 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:  
*Kim Austin*  
6830543C58384D1...

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
6EE63AEDED5F46E...

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Carol Jackson, Procurement Analyst



**RFP #111522**  
**REQUEST FOR PROPOSALS**  
**for**  
**Airport Runway Equipment with Related Supplies and Services**

**Proposal Due Date: November 15, 2022, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

|                                 |  |
|---------------------------------|--|
| Public Notice of RFP Published: | September 27, 2022   |
| Pre-proposal Conference:        | October 19, 2022, 10:00 a.m., Central Time   |
| Question Submission Deadline:   | November 7, 2022, 4:30 p.m., Central Time  |
| <b>Proposal Due Date:</b>       | November 15, 2022, 4:30 p.m., Central Time<br>Late responses will not be considered. |
| Opening:                        | November 15, 2022, 6:30 p.m., Central Time<br>See RFP Section V.G. "Opening"         |

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Airport Runway Equipment with Related Supplies and Services, to include equipment and related supplies or services primarily designed and intended for maintenance and use on airport runways, such as:

- a. Plows, blowers, brushes, sweepers, anti-icing equipment, deicing equipment, rubber removal equipment, runway closure markers, and runway traction equipment;
- b. Equipment accessories and technology related to production of a turn-key solution to the extent that they are complementary to the solutions described in Section 1. a. above; and
- c. Proposers may include a complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections 1. a. above.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119);
- b. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319);
- c. Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems (RFP #052919);
- d. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220)
- e. Fleet Management Technologies with Related Software Solutions (RFP#020221);
- f. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121);
- g. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021), with the limited exception of the solutions identified in subsection 1. a. above;
- h. Firefighting Apparatus and Fire Service Vehicles (RFP #113021);
- i. Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions (RFP #120921);
- j. Roadway Paving Equipment (RFP #060122); and
- k. Airport Runway Materials with Related Supplies and Services (RFP #110122).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict



Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcwell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcwell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

## **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

|   |             |
|---|-------------|
| Conformance to RFP Requirements                               | 50          |
| Financial Viability and Marketplace Success                   | 75          |
| Ability to Sell and Deliver Service                           | 100         |
| Marketing Plan  | 50          |
| Value Added Attributes  | 75          |
| Warranty  | 50          |
| Depth and Breadth of Offered Equipment, Products, or Services | 200         |
| Pricing   | 400         |
| <b>TOTAL POINTS</b>   | <b>1000</b> |

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/17/2022

Addendum No. 1

Solicitation Number: RFP 111522

Solicitation Name: Airport Runway Equipment with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Should the exclusion in Section II. B. 2. k. - Airport Runway Materials with Related Supplies and Services (RFP #110122) be included?

**Answer 1:**

No modification to RFP Section II. B. 2., identifying exclusions of equipment, products, or services for this solicitation, is anticipated by Sourcewell.

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End of Addendum

Acknowledgement of this Addendum to RFP 111522 posted to the Sourcewell Procurement Portal on 10/17/2022, is required at the time of proposal submittal.



10/24/2022

Addendum No. 2

Solicitation Number: RFP 111522

Solicitation Name: Airport Runway Equipment with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is a SAM or CAGE number required?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. For additional detail, please refer to the General Instructions in Table 1.

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End of Addendum

Acknowledgement of this Addendum to RFP 111522 posted to the Sourcewell Procurement Portal on 10/24/2022, is required at the time of proposal submittal.





10/25/2022

Addendum No. 3

Solicitation Number: RFP 111522

Solicitation Name: Airport Runway Equipment with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can we request to add an additional section to the Sourcewell contract template?

**Answer 1:**

A request for modification to the Sourcewell contract template may be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

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End of Addendum

Acknowledgement of this Addendum to RFP 111522 posted to the Sourcewell Procurement Portal on 10/25/2022, is required at the time of proposal submittal.

**Sourcewell Quote Form v2.0 - Sourcewell Contract #111522-TYM**  
**Feb. 2, 2023 - Feb. 3, 2027**



|                               |                            |
|-------------------------------|----------------------------|
| Customer / Sourcewell Member: | Orangetown, NY             |
| Sourcewell Member #:          | 17434                      |
| Customer Contact Name:        | James J. Dean              |
| Customer Phone #:             | 845-359-6500               |
| Customer E-Mail:              | highwaydept@orangetown.com |
| Quote Date:                   | 7/3/2024                   |
| Quote Validity:               | 45 Days                    |
| Quoted By:                    | Kaye Morgan                |
| TYMCO Dealer:                 | Trius, Inc                 |
| TYMCO Dealer Contact:         | Robert Hamilton, Jr.       |

**Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan**  
**(kaye.morgan@tymco.com | 254-799-5546).**  
**Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days**

**MODEL 600® SWEEPER STANDARD EQUIPMENT**

**Auxiliary Engine:** John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years /

**Amber Beacon Light - LED:** SAE Class 1/California Title 13 compliant with protective limb guard.

**Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge:** A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

**Auxiliary Engine Protection System:** Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

**Auxiliary Fuse Panel:** A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

**Back-Up Alarm:** ECCO Model 510; SAE Type C 97dB

**BlueLogic® Control System:** Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

**Duo Skids:** Warranted for 2 Years / 2000 hours prorated

**Dust Control System:** 220 gallon capacity polyethylene water tank (Extra Water capacities available); 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper. Peterbilt 156", Autocar 152" Diesel and Autocar 171" CNG chassis REQUIRES Extra Water Capacity (Refer to Dust Control Options Section).

**Gutter Brooms, Twin; LED Floodlights and Parabolic Mirrors:** Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors. Parabolic Mirrors N/A with Cabover Chassis.

**High Capacity Dust Separator**

**Hydraulic System Protection:** Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

**LED Alternating Warning Light Set:** Rear mounted oval lights (2).

**LED Stop/Turn/Tail/Clearance Lights**

**Pressure Bleeder:** Air pressure is deflected out, allowing additional suction across the front of pick-up head.

**Rear Mounted LED Floodlights (2)**

**Rear View Camera System:** 3rd Eye®, heavy duty rear infrared camera with 7" color monitor mounted in cab

**Reverse Pick-Up Head System:** Assists in backing up with Pick-Up Head down

**Rubber Lined Blower:** Warranty: 1 year / 1,000 hours prorated

**Water Fill Hose & Rack:** Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

**Work Platform:** Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. Not available with Extra Water Capacity or Chassis Vertical Exhaust.

**Sweeper Warranty:** 1 Year / 1000 Hours. Contact factory for details.

| Section / Type | Qty | Model 600® Sweeper and Cab/Chassis Equipment            | Sourcewell Price | Sourcewell Ext (Includes 5% Discount) |
|----------------|-----|---|------------------|---------------------------------------|
| 600000         | 1   | Model 600® Sweeper with Standard Equipment (Base Price) | \$196,443.00     | \$186,620.00                          |
| <b>1</b>       |     | <b>AUXILIARY ENGINE   HYDRAULIC OPTIONS:</b>            |                  |                                       |
| Unpublished    | 1   | Auxiliary Engine Block Heater                           | \$422.00         | \$400.00                              |
| 600053         | 1   | Auxiliary Hydraulic System                              | \$1,232.00       | \$1,170.00                            |
| <b>2</b>       |     | <b>GUTTER BROOM OPTIONS:</b>                            |                  |                                       |
| 600022         | 1   | Gutter Broom Tilt Adjuster: Right                       | \$900.00         | \$855.00                              |
| 600022         | 1   | Gutter Broom Tilt Adjuster: Left                        | \$900.00         | \$855.00                              |
| <b>3</b>       |     | <b>DUST CONTROL SYSTEM OPTIONS:</b>                     |                  |                                       |

| Section / Type | Qty   | Model 600® Sweeper and Cab/Chassis Equipment   | Sourcewell Price | Sourcewell Ext<br>(Includes 5% Discount) |
|----------------|---|--|------------------|--|
| Unpublished    | 1   | Additional Right Gutter Broom Nozzle   | \$422.00         | \$400.00                                 |
| 600004         | 1   | A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)                        | \$2,227.00       | \$2,115.00                               |
| 600021         | 1   | Extra Water Capacity - 330 Gallons: COMDEX®  | \$5,022.00       | \$4,770.00                               |
| 600045         | 1   | High Output Water System   | \$853.00         | \$810.00                                 |
| Unpublished    | 1   | Hydrant Wrench   | \$53.00          | \$50.00                                  |
| 4              | <b>HOPPER OPTIONS:</b>                        |  |                  |  |
| 600036         | 1   | Abrasion Protection Package  | \$1,090.00       | \$1,035.00                               |
| 600084         | 1   | Dump Switch in Cab   | \$237.00         | \$225.00                                 |
| 600043         | 1   | Sweeper Deluge System  | \$1,137.00       | \$1,080.00                               |
| 5              | <b>PICK-UP HEAD OPTIONS:</b>                  |  |                  |  |
| 600079         | 1   | Auto Sweep Interrupt (ASI)   | \$1,137.00       | \$1,080.00                               |
| 600063         | 1   | Pick-Up Head Curtain Lifter  | \$1,706.00       | \$1,620.00                               |
| Unpublished    | 1   | Skid Bumper Extension Set (3")   | \$264.00         | \$250.00                                 |
| 6              | <b>AUXILIARY HAND HOSE OPTIONS:</b>           |  |                  |  |
| 7              | <b>STAINLESS STEEL OPTIONS:</b>               |  |                  |  |
| 600091         | 1   | Stainless Steel Hopper (Exchange)  | \$24,348.00      | \$23,130.00                              |
| Unpublished    | 1   | Stainless Steel Bolt-On Blower Housing (Exchange)  | \$1,579.00       | \$1,500.00                               |
| 8              | <b>AIRPORT OPTIONS:</b>                       |  |                  |  |
| 9              | <b>SWEEPER ADDITIONAL OPTIONS:</b>            |  |                  |  |
| Unpublished    | 1   | Amber Beacon Light - LED (Additional)  | \$369.00         | \$350.00                                 |
| Unpublished    | 1   | Sweeper Paint: Solid colors (Low VOC Acrylic Urethane)<br><i>Color: Yellow G2-41243 L0648-HR</i>       | \$1,579.00       | \$1,500.00                               |
| 10             | <b>UNPUBLISHED   SPECIAL SWEEPER OPTIONS:</b> |  |                  |  |
| Section / Type | Qty   | Model 600® Cab/Chassis Equipment   | Sourcewell Price | Sourcewell Ext                           |
| 11             | <b>CAB   CHASSIS:</b>                         |  |                  |  |
| 600704         | 1   | 2025 International MV607, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) EPA<br>*For Use in EPA States Only* | \$117,175.00     | \$117,175.00                             |
| 12             | <b>CHASSIS ADDITIONAL OPTIONS:</b>            |  |                  |  |
| Unpublished    | 1   | Battery Disconnect Switch  | \$450.00         | \$450.00                                 |
| Unpublished    | 1   | Engine Block Heater  | \$550.00         | \$550.00                                 |
| Unpublished    | 1   | Fire Extinguisher  | \$100.00         | \$100.00                                 |
| Unpublished    | 1   | Hazard Reflectors  | \$100.00         | \$100.00                                 |
| Unpublished    | 1   | LED Amber Beacon Light: Cab Mounted  | \$350.00         | \$350.00                                 |
| Unpublished    | 2   | Parabolic Mirror Head - 12" (Exchange)   | \$75.00          | \$150.00                                 |
| 13             | <b>UNPUBLISHED   SPECIAL CHASSIS OPTIONS:</b> |  |                  |  |
| Unpublished    | 1   | Special Order Truck Paint - Yellow - G2-41243 L0648-HR - (WL/KM)                                       | \$750.00         | \$750.00                                 |
| 14             | <b>DEALER UNPUBLISHED OPTIONS:</b>            |  |                  |  |
| 15             | <b>TOTAL COST OF ACQUISITION COSTS</b>        |  |                  |  |
|                | 1   | Freight / PDI / Inservice  | \$7,950.00       | \$7,950.00                               |

**Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan  
(kaye.morgan@tymco.com | 254-799-5546).**

**Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days**

|               |                |
|---------------|----------------|
| Total Price:  | \$357,390.00   |
| FOB:          | Orangetown, NY |
| Delivery ARO: | 270-365 Days   |

*\*Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

| Section / Type | Qty | Model 600® Sweeper and Cab/Chassis Equipment                                     | Sourcewell Price | Sourcewell Ext<br>(Includes 5% Discount) |
|----------------|-----|--|------------------|--|
| Notes          | 1.  | Note: Delivery Subject to Truck Availability                                     |                  |  |
|                | 2.  | Rotary Beacon Lights - Star Safety Model Number 255H8TAL-A                       |                  |  |
|                | 3.  | SPECIAL Order Paint from International Truck factory is SUBJECT TO AVAILABILITY. |                  |  |

**TYMCO #111522-TYM**

TYMCO is offering a 5% discount on all base sweeper models and sweeper options to Sourcewell members.



## **Solicitation Number: RFP #111522**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TYMCO, Inc., 225 E. Industrial Blvd., Waco, TX 76705 (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 Airport Runway Equipment with Related Supplies and Services from which Supplier was awarded a contract.

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer 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 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and



- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product 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 contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any 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, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

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

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

Minimum Limits:

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



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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

TYMCO, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
2/2/2023 | 1:58 PM CST  
Date: \_\_\_\_\_

DocuSigned by:  
*Kenneth J. Young*  
87B8AEAD732B42F...  
By: \_\_\_\_\_  
Kenneth J. Young  
Title: President  
2/6/2023 | 10:49 AM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
2/6/2023 | 11:08 AM CST  
Date: \_\_\_\_\_

# RFP 111522 - Airport Runway Equipment with Related Supplies and Services

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## Vendor Details

Company Name: TYMCO, Inc.  
Address: 225 E Industrial Blvd  
Waco, Texas 76705  
Contact: Bryan Young  
Email: bryan.young@tymco.com  
Phone: 254-799-5546 256  
Fax: 254-799-2722  
HST#:

## Submission Details

Created On: Tuesday October 04, 2022 08:08:01  
Submitted On: Tuesday November 15, 2022 09:20:02  
Submitted By: Bryan Young  
Email: bryan.young@tymco.com  
Transaction #: 68c0b9bd-e9b2-4b0d-b72b-9af0067a03fd  
Submitter's IP Address: 12.215.44.130

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## 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):<br>(In the event of award, will execute the resulting contract as "Supplier")   | TYMCO, Inc.  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | TYMCO, Inc.  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | TYMCO, Inc.  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | CAGE (Commerical and Government Entity) Code – 52DJ8<br>SAM (System for Award Management) Unique Entity Identifier - HCUKLSNPMLM3  |
| 5         | Proposer Physical Address:   | 225 E Industrial Blvd<br>Waco, Texas 76705   |
| 6         | Proposer website address (or addresses):   | www.tymco.com  |
| 7         | 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): | Kenneth J. Young<br>President<br>225 E Industrial Blvd<br>Waco, Texas 76705<br>kenneth.young@tymco.com<br>254-799-5546   |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Bryan J. Young<br>Marketing and Sales<br>225 E Industrial Blvd<br>Waco, Texas 76705<br>bryan.young@tymco.com<br>254-799-5546   |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Bobby L. Johnson<br>Vice President, Marketing<br>225 E Industrial Blvd<br>Waco, Texas 76705<br>bobby.johnson@tymco.com<br>254-799-5546<br><br>Kaye Morgan<br>Sales / Production Coordinator<br>225 E Industrial Blvd<br>Waco, Texas 76705<br>kaye.morgan@tymco.com<br>254-799-5546<br><br>Craig Cook<br>Regional Sales Manager<br>225 E Industrial Blvd<br>Waco, Texas 76705<br>craig.cook@tymco.com<br>254-799-5546 |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |  |   |
|----|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | <p>TYMCO was founded in the late 1960s by B.W. Young in Waco, TX. The company started as a manufacturer of sweeping and paved surface maintenance equipment – serving both municipal and industrial customers. In the early 1980s, TYMCO participated in a rigorous performance test by the US Military and subsequently acquired a contract with the US Military to deliver sweepers to air bases worldwide. TYMCO's regenerative air sweeping system proved to be the most efficient and effective method for runway maintenance and Foreign Object Debris (FOD) prevention. TYMCO has been the preferred sweeper provider for military bases around the world – and, as a result, the preferred runway maintenance sweeper for airports of all sizes in the US and North America. As a result, TYMCO has provided over 1,500 sweepers to the US Military for use in runway and airfield maintenance.</p> <p>Core Values: TYMCO is a family-owned business now in our third generation. Quality engineering and strong customer support through ongoing relationships are at the heart of everything we do as a company.</p> <p>Business Philosophy: Quality Product, Excellent Value, Strong Customer Support</p> <p>Longevity: TYMCO has been in business for over 50 years, originating the Regenerative Air Technology and delivering airport maintenance equipment for 40+ years. TYMCO sales and support staff and dealer network worldwide continues to grow. Throughout the years, TYMCO has had long-term customers such as the U.S. Military; cities such as Atlanta, Austin, Las Vegas, Memphis, Portland, Toronto, Washington D.C. and San Francisco; international airports such as Atlanta, Dallas/Fort Worth, Houston, Las Vegas, Orlando, and Phoenix. TYMCO's market share is protected by our total commitment to customer service and advanced quality control, as well as a full-time research and development department.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> |
| 11 | What are your company's expectations in the event of an award?   | <p>We know that Sourcwell has a substantial member base who would prefer to use the Sourcwell purchasing cooperative over traditional methods of procurement or even similar regional or national purchasing cooperatives. TYMCO is excited to receive another award from Sourcwell because we look forward to future business that would be gained by our continued offering with Sourcwell. Over the past 4 years with our current Sourcwell contract in place, we have been successful in marketing the purchase of our products using Sourcwell and have seen that momentum increase sales exponentially.</p> <p>TYMCO has expectations of increased business by promoting our airport / aviation product line through this new Sourcwell cooperative purchasing contract. We believe this is the best method for purchasing a TYMCO Sweeper. We will be educating our local authorized Dealers on a regular basis through in-person meetings, sales training seminars, online web conferences and equipment demonstrations on the proper way to show customers the benefits of purchasing a TYMCO Sweeper using the Sourcwell cooperative purchasing contract. Our vast and knowledgeable Dealer Network throughout North America currently has experience using Sourcwell with other product lines and they are very excited about the opportunity to offer TYMCO Sweeper airport solutions on Sourcwell.</p>   |
| 12 | 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. | <p>Since its beginning, TYMCO (TYMCO – The Young Manufacturing COmpany) has been a privately held corporation owned by the Young family. Today, TYMCO is owned by and managed by Kenneth J. Young and Gary B. Young. As a private entity, it is our company's practice to keep financial statements confidential. We have a long-standing history in the sweeper industry with an excellent track record of fiscal responsibility to our customers, dealers, suppliers and various trade associations. We also have a solid reputation with many entities that we have held multiyear contracts with such as the U.S. Military, state governments and other national cooperative purchasing organizations including Sourcwell. In addition, TYMCO has been awarded several multi-year contracts with the U.S. Department of Defense. TYMCO has manufacturing facilities located in Waco, Texas with square footage over 150,000 square feet and has invested numerous times in this facility over the years. TYMCO has also completed and opened the industry's first test track facility for product testing, product demonstration and operational training activities. As requested, TYMCO is providing reference letters to substantiate these statements. These reference letters should put Sourcwell at ease that TYMCO will be a valuable asset to the offering that Sourcwell can give to its membership. We would also like to note that TYMCO has successfully maintained a Sourcwell contract since 2018, are currently in good standing with Sourcwell, and have provided many sweepers to the Sourcwell membership.</p>   |

|    |   |  |   |
|----|---|--|---|
| 13 | What is your US market share for the solutions that you are proposing?  | <p>While there is no industry monitoring group that calculates market share, TYMCO currently estimates our market share in the US airport sweeper market to be over 50%. This includes airports of all sizes – from small municipal and regional airports to larger commercial and international airports. We definitely have room for growth – and believe a contract through Sourcewell would help us increase our market share and introduce Sourcewell to some new entities that had previously acquired equipment through local bids.</p> <p>The aviation market has grown through the years and TYMCO has added additional equipment solutions for the aviation industry due to increased regulations to address Foreign Object Debris (FOD) and glycol removal. All of the major airports in Texas such as Dallas/Fort Worth International, Dallas Love Field, Fort Worth Meachem, Dallas Red Bird, Addison, San Antonio, Austin and Houston along with many other U.S. regional and international airports such as Atlanta, Las Vegas, Boston Logan, Albany, Orlando, Phoenix and Seattle/Tacoma International Airport.</p> <p>TYMCO's breadth of product offerings and environmental solutions to airports of all sizes is unequaled in the industry.</p> | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?  | <p>While there is no industry monitoring group that calculates market share, TYMCO currently estimates our market share in the Canadian airport sweeper market to be under 10%. We are excited about the growth opportunities for selling TYMCO airport solutions to Canadian airports using Sourcewell.</p> <p>TYMCO's entire breadth of product offerings is available in Canada and partnering with Sourcewell will further expand our opportunities in Canada.</p>   | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | No.  | * |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>We are best described as a manufacturer. TYMCO would best fall under the categorization of letter b) above. We are a manufacturer of sweepers with only (1) location in Waco, Texas. TYMCO has Regional Managers that live throughout the United States and have an APR (Area of Primary Responsibility). The Regional Managers are employees of TYMCO and work with TYMCO dealers in their APR to provide sales, marketing, service and training support to our mutual customers. TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and parts and provide service within the dealer's APR.</p>   | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.   | <p>TYMCO is a privately held corporation licensed to do business in Texas. TYMCO follows any applicable requirements in the United States and Canada for manufacturing vocational work trucks as Regenerative Air Sweepers. TYMCO has Marketing Agreements with all our dealers that outline responsibilities for selling sweepers and parts as well as providing service within the dealer's APR. It is each dealer's responsibility to maintain applicable business licenses and related certifications within their APR.</p>  | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | We have no "suspension or debarment" that applies to TYMCO.  | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>In 2021, TYMCO was awarded the Alan Curtis Industry Service Award recognizing our contribution to the Pavement Maintenance Industry as the originator of the TYMCO Regenerative Air Sweeping technology. TYMCO's technology, when invented, was the first new sweeping process in decades and since its introduction every major sweeper manufacturer has added regenerative air sweepers to their product lineup.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> <p>In 2017, our TYMCO Model DST-6 received the only Environmental Technology Verification (ETV) Certificate based on ETV Canada / ISO 14034:2016 – City of Toronto Operational Test Protocol.</p> |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | As a practice, TYMCO does not share the exact numbers of units that we build or percentages of units that are delivered to certain customers. As an approximation, around 60-70% of our business is to the governmental sector and can vary from year to year.   |
| 21        | What percentage of your sales are to the education sector in the past three years  | As a practice, TYMCO doesn't share the exact numbers of units that we build or percentages of units that are delivered to certain customers. As an approximation, less than 5% of our business is to the education sector and can vary from year to year.  |
| 22        | 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?          | TYMCO currently holds cooperative purchasing contracts with Sourcewell, HGACBuy and BuyBoard. Our dealers also hold many contracts with state entities in their respective territories. In keeping with our practice of holding financial information confidential, we do not provide exact sales information for these contracts.   |
| 23        | 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? | TYMCO does not currently have a GSA contract or any SOSA contracts.  |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *  | Contact Name * | Phone Number * |
|--|----------------|----------------|
| Memphis International Airport – Memphis, TN            | Paul Geater    | (901) 486-5936 |
| McGhee Tyson Airport – Knoxville, TN                   | Larry Ray      | (865) 342-3038 |
| Key West International Airport – Key West, FL          | Tyler Bethel   | (305) 797-2006 |
| San Diego International Airport - San Diego, CA        | Jonathon Mason | (619) 400-2760 |
| John Wayne / Orange County Airport – Orange County, CA | Rose Ortega    | (949) 252-5200 |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 Austin, Texas             | Government    | Texas - TX                | Public Works / Municipality | Multiple Unit Orders at One Time | As a standard practice being a private company, we do not release financial / sales volume information. |
| City of Washington, D.C.          | Government    | District of Columbia - DC | Public Works / Municipality | Multiple Unit Orders at One Time | As a standard practice being a private company, we do not release financial / sales volume information. |
| City of Toronto, Ontario, Canada  | Government    | ON - Ontario              | Public Works / Municipality | Multiple Unit Orders at One Time | As a standard practice being a private company, we do not release financial / sales volume information. |
| City of Memphis, Tennessee        | Government    | Tennessee - TN            | Public Works / Municipality | Multiple Unit Orders at One Time | As a standard practice being a private company, we do not release financial / sales volume information. |
| City of San Francisco, California | Government    | California - CA           | Public Works / Municipality | Multiple Unit Orders at One Time | As a standard practice being a private company, we do not release financial / sales volume information. |

**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 *  |
|-----------|--------------|---|
| 26        | Sales force. | TYMCO has full coverage throughout the United States and Canada. TYMCO has company representatives (Regional Sales Managers) that live throughout the United States and have an APR (Area of Primary Responsibility). Our 10 Regional Sales Managers are located in Texas, Arkansas, Georgia, South Carolina, Massachusetts, Pennsylvania, Ohio, and Nebraska. The Regional Sales Managers work with TYMCO dealers in their APR to provide sales, marketing, service and training support to our mutual customers. This high number of TYMCO Regional Sales Managers delivers a low RSM to Dealer Sales Representative ratio. In turn, this helps TYMCO have more overall mindshare with our vast dealer network by dedicating intentional time to promote, sell, train and service our products. We also have an inside sales group located at our home office in Waco, TX that provides additional support to our RSMs and Dealers. This support includes but is not limited to developing sales presentations, quotes, demonstrating equipment, training on using equipment, training on servicing equipment, hosting manufacturing facility tours as well as training to both RSMs and Dealers on how to use the Sourcewell contract to its fullest. We have the most experienced salesforce in the sweeper industry both at the manufacturing and dealer levels. |

|    |   |  |   |
|----|---|--|---|
| 27 | Dealer network or other distribution methods. | <p>TYMCO has over 300 dealer personnel providing coverage throughout the United States and Canada. TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and parts and provide warranty and service within the dealer's APR. TYMCO dealers are full-service dealers that have capable sales, parts and service staff. Our dealers are spread throughout the US and Canada providing parts and service in over 50 locations. In keeping with our core business philosophy of delivering quality products, excellent value and strong customer support, TYMCO is very intentional about the dealers that we have representing TYMCO. We look for dealers that have similar values and philosophies in order to give our customers a consistent experience when using TYMCO. Personal service and relationships are key for customers looking for a turn-key solution to airport cleaning. All of our dealers are required to keep sweepers in inventory so machines can be presented and demonstrated at customer locations. In addition, TYMCO Dealers are required to maintain a parts inventory relative to the number of machines in their area and required to be factory trained in sales, service, and support.</p> <p>Please refer to the Dealer listing / map that is included in the PowerPoint attachment for a listing and illustration of TYMCO Dealer coverage in the United States and Canada. PowerPoint is also provided in Adobe PDF.</p>  | * |
| 28 | Service force.                                | <p>TYMCO has coverage throughout the United States and Canada both by TYMCO personnel and Dealer personnel. We have over 50 dealer locations throughout the United States and Canada, and each has service staff that support our customers. Many of these dealer locations also provide on-site service with service vehicles that can carry needed sweeper parts for customers as a convenience. TYMCO dealers are trained by our Regional Sales Managers, so they are up-to-date on what specific items they need to know in order to provide the best support for our mutual customers. In addition, we have service staff in Waco that provide product support over e-mail, phone and web conference to our local Dealers, so they are best prepared to help all customers with any support that they need. We also require that our dealers have their staff trained at the TYMCO Service School located in Waco, Texas at the TYMCO manufacturing facilities.</p> <p>TYMCO has remained an industry leader by offering 30 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a dedicated modern, climate controlled, 3,500 square foot facility. This scheduled school has been offered for more than 40 years. The United States Air Force, state and city governments, and airports have sent more than 6,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. The Service School is available to both TYMCO Dealers as well as end-user customers.</p> <p>As requested by customers in conjunction with our vast Dealer network, custom service training schools have been offered to train customers as needed. These have been performed at our manufacturing facility in Waco, Texas as well as in the field at customer and dealer locations. We have provided these schools not only with our Regional Sales Managers, but also our service staff from Waco who will travel to dealer and customer locations.</p> <p>In addition, TYMCO has very close relationships with service staff at major component suppliers such as chassis manufacturers and auxiliary engine manufacturers. These close relationships provide added value to our customers so they can receive expedited service on these components when needed.</p> | * |

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| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>As the contract holder, we are going to request that all TYMCO dealers communicate with the TYMCO Marketing Department to request a quote be worked up for all Sourcewell Members. TYMCO would prefer to work up all quotes for Sourcewell Members. The role of a TYMCO dealer is to help provide Sourcewell Members the appropriate solution to address their sweeping need, and this will involve a discovery period where the dealer representative will identify the best TYMCO Sweeper to meet the needs of the customer. This discovery process will also involve the support of the TYMCO Regional Sales Manager. Depending on the application and geographic location of the Sourcewell Member, there may be an array of options that will be more appropriate for one customer over another. The TYMCO dealer will communicate this to the TYMCO Marketing Department who will work up a quote based on the Sourcewell contract pricing. The TYMCO dealer will also be responsible for providing in-service for the sweeper as well as providing product support for the Sourcewell Member throughout the life of the product. TYMCO will process a quarterly report of sales through the Sourcewell Cooperative Purchasing Program. Any order that we receive from using the Sourcewell Program will be included on the quarterly report that we will generate and submit to Sourcewell. Please see below for details and processes TYMCO will use in specific domiciles:</p> <p>States within the United States of America - When a Sourcewell Member is ready to order a sweeper from TYMCO, our intent is for the Sourcewell Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the Sourcewell Member as well as the local TYMCO dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Sourcewell Member). TYMCO will invoice the Sourcewell Member and TYMCO will accept payment in U.S. Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p> <p>U.S. Territories - When a Sourcewell Member is ready to order a sweeper from TYMCO, our intent is for the Sourcewell Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the customer to ensure that the unit being ordered is equipped with how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local dealer or customer (unless otherwise specified by the local dealer or Sourcewell Member). TYMCO will invoice the Sourcewell Member and will accept payment in U.S. Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p> <p>Canada - When receiving an order from a Sourcewell Member, our intent with Sourcewell is for the Sourcewell Member to issue a purchase order to our local dealer for the product(s) they want to procure. Our local dealer will then issue a purchase order to TYMCO, Inc. requesting the product(s) procured by the Sourcewell Member. TYMCO will then process the order and confirm the order back to the local dealer to ensure that the unit being ordered is equipped with the way the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Sourcewell Member). The local TYMCO dealer will invoice the Sourcewell Member and will accept payment in U.S. Dollars (USD). Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p> |
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| 30 | 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.  | <p>TYMCO has a very customer-centric approach when taking care of both Dealers and end-user customers for any type of inquiry. TYMCO personnel are available for contact via the phone, web site and e-mail. During standard working hours, the TYMCO factory has a full-time reception that answers the phone and quickly directs incoming calls to any appropriate TYMCO personnel or TYMCO dealer.</p> <p>TYMCO dealers are full-service dealers that provide sales of sweepers and parts as well as service of sweepers within their APR. In regard to parts, TYMCO dealers stock commonly used parts so that there are always parts available locally for customers within the dealers' APR. The TYMCO manufacturing facility in Waco, Texas also stocks all parts in quantities, so the TYMCO dealer network has access to infrequently requested parts when needed. Generally speaking, for most parts, as long as a TYMCO dealer can get an order placed with TYMCO by 3 pm Central, TYMCO can have that part shipped out the same day it is ordered. Depending on how the TYMCO dealer and customer have decided to handle the delivery of the part, TYMCO also offers our dealers the ability to drop ship the part directly to the customer's location, saving time. TYMCO also provides our local dealers with incentives to order parts in quantities so that they will be encouraged to stock more parts locally, which in turn provides a faster turn-around time for parts deliveries.</p> <p>TYMCO dealers offer service so that customers can have their equipment worked on if required. Our dealer service staff are trained by our Regional Sales Managers as well as our Service School located in Waco, Texas. If a customer needs assistance with an issue over the phone, in most cases, the dealer service staff can assist with the issue. The TYMCO Service Manager, Training School Director and service staff are available to assist dealers and customers over the phone, e-mail or web conference if they need assistance with getting a service issue resolved.</p> |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | <p>TYMCO can confidently supply our products to Sourcewell participating entities in all areas of the United States based primarily on three things:</p> <ol style="list-style-type: none"> <li>1. High quality needs-based engineering-driven solutions with a large breadth of products that address airport challenges.</li> <li>2. A far-reaching dealer network deeply involved at a personal level with customers.</li> <li>3. A deep desire on TYMCO's part to vigorously promote purchasing our products through Sourcewell to customers who may have purchased through bids previously.</li> </ol>   |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | <p>We have provided products into Canada for over 30 years. TYMCO currently has (3) dealers in Canada that provide coverage in 1) Ontario, 2) Quebec and the Maritimes and 3) Western Canada. We are enthusiastic about the potential for increased sales in Canada using Sourcewell and Canoe due to the increased adoption of cooperative purchasing. We also look forward to better servicing Sourcewell Participating Entities and any entities like Canoe in Canada through the award of this new contract.</p> <p>As with our ability and willingness to provide products in the United States, TYMCO can confidently supply our products to Sourcewell participating entities, Canoe Members and other entities like Canoe in all areas of Canada based primarily on three things:</p> <ol style="list-style-type: none"> <li>1. High quality needs-based engineering-driven solutions with a large breadth of products that address airport challenges.</li> <li>2. A far-reaching dealer network deeply involved at a personal level with customers.</li> <li>3. A deep desire on TYMCO's part to vigorously promote purchasing our products through Sourcewell to customers who may have purchased through bids previously.</li> </ol>  |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | TYMCO will be able to service all areas of the United States and Canada with Sourcewell.  |
| 34 | 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? | TYMCO will be able to fully service all Sourcewell Member sectors.  |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | A specific contract requirement that TYMCO has for members in Hawaii, Alaska and U.S. Territories is requesting that the total amount due may be requested to be funded before the unit(s) ship from TYMCO, Inc. in Waco, Texas.  |



**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
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| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>We intend to market this contract opportunity through our sales force, which includes the TYMCO Regional Sales Managers and the dealer sales staff. We intend to implement a push-pull marketing strategy to promote the contract both on a national and a local level. We will continue to train our staff and our dealer representatives in the best use of Sourcewell in order to help push end users to use the contract. At the same time, TYMCO will vigorously promote the contract through our marketing efforts on a national level (some of which are listed below) in order to help pull customers to purchase TYMCO sweeper through Sourcewell:</p> <ol style="list-style-type: none"> <li>1. Regular training for TYMCO personnel and TYMCO dealer personnel on the advantages of (and the best way to utilize) the Sourcewell contract.</li> <li>2. Regular participation in regional Sourcewell events for both TYMCO and dealer personnel.</li> <li>3. Co-branded marketing materials promoting the advantages of purchasing TYMCO Airport Runway Maintenance Sweepers through the Sourcewell contract.</li> <li>4. Co-branded contract information presented with each quotation on the contract (sample included in uploaded PowerPoint / PDF).</li> <li>5. Co-branding with Sourcewell in advertisements in national publications.</li> <li>6. Trade shows with prominently displayed Sourcewell promotional materials.</li> <li>7. Website promotion of the Sourcewell contract.</li> <li>8. Social media posting promoting the Sourcewell contract.</li> <li>9. Regular email blasts to dealers promoting the advantages of selling through the Sourcewell contract.</li> <li>10. Press release on the TYMCO website and in national publications promoting the availability of TYMCO Sweepers on the Sourcewell contract.</li> </ol> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>   |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>TYMCO has a substantial online presence at tymco.com which has been in place since the late 1990s and updated continuously. TYMCO contracts with a web / internet marketing company to assist TYMCO with Search Engine Optimization (SEO) in order to assure high rankings by all of the popular search engines including Google. TYMCO also has tools in place to deliver advanced E-mail Marketing and Social Media management. Our e-mail marketing is a significant piece of our digital marketing communications strategy, and our social media activity is broadcast on Facebook, Instagram, LinkedIn and YouTube. We also perform national advertising of our products through several different industry publications which are run in electronic / on-line versions. These publications also send out e-mail blasts as well to their contact databases with our marketing messaging. These publications will also use social media to promote our products when we advertise with them and tag our social media accounts with these postings, increasing overall effectiveness. Our dealers can then share these postings, increasing their effectiveness. TYMCO also exhibits at several national and regional tradeshows which also provide an online presence with e-mail marketing helping promote TYMCO as an exhibitor as well as social media postings announcing who is exhibiting at the show. These shows will tag TYMCO in their postings. This is something that helps TYMCO especially when we re-share or re-post their posting. This is also a benefit to our dealers so they can share the trade show posting announcing that TYMCO is exhibiting.</p> <p>TYMCO provides our dealer sales representatives with digital asset resources such as digital photos, PowerPoint presentations and videos on our products for multiple different use cases. These cases can be for trade shows, dealer web sites, dealer social media accounts / marketing initiatives as well as photos and video clips of our products working to help dealer sales reps get access to potential customers that are busy and need to better understand how our sweepers are the solution to their problem.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> |

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| 38 | <p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>                     | <p>Sourcewell's role in promoting contracts is to help the suppliers that are awarded make sure that all of Sourcewell's members know about newly awarded contracts and to help suppliers with any customer service-related needs during the purchasing process. For example, if a Sourcewell member needs assistance with legal interpretation of cooperative purchasing language to help satisfy the needs of their legal or governance, then Sourcewell can assist the supplier in best explaining how Sourcewell can be used with that entity. In addition, promotion of TYMCO as an authorized Sourcewell vendor to the Sourcewell Membership via all communication that Sourcewell currently uses to communicate with their members.</p> <p>We intend to include Sourcewell information to our internal sales force and our dealer sales staff whenever we discuss cooperative purchasing as it relates to TYMCO Sweepers. We will continue to educate our dealers on the process of how Sourcewell works and how to offer TYMCO Sweepers to airports using the Sourcewell contract. This will be done in person at sales seminars, dealer training events, by Regional Sales Managers when working with dealers and when TYMCO Marketing discusses this program with dealers via the phone or e-mail. This includes but is not limited to providing Sourcewell marketing materials that explain how Sourcewell works such as the Cooperative Purchasing Guide and co-branded dealer flyer. We will also provide the dealers with Sourcewell branded materials such as trade show flags and flyers to be included with all quotes that are given to customers. TYMCO will also be in contact with our Sourcewell Supplier Administrator to develop our processes and better utilize our contract and educate ourselves and our dealers to get the most out of the contract.</p> | * |
| 39 | <p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p> | <p>Our products and services are currently not available through an e-procurement ordering process.</p>   | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
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| 40 | 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. | <p>1. Every TYMCO Sweeper comes standard with (1) Operator's Manual and (1) Parts and Service Manual in printed format. The Parts and Service Manual is also provided to the customer on a USB drive upon delivery. These manuals provide training information on how to operate and properly service a TYMCO Sweeper.</p> <p>2. Every TYMCO Sweeper also comes with (1) Training and Safety Video on DVD. This video is also available on USB drive upon request. In addition, TYMCO is working to have these videos online for customer viewing. This video outlines general safety topics and procedures to keep in mind for operators and service technicians when using or working on or around a TYMCO Sweeper.</p> <p>3. TYMCO also offers a maintenance Service School in Waco, Texas at the TYMCO manufacturing facilities and is provided at no charge to current TYMCO customers. At the TYMCO Service School, attendees will learn how to properly clean a sweeper, inspect sweeper components, inspect and replace blower wheel components, and adjust and replace pick-up head components. The Service School will also review troubleshooting and maintaining hydraulic, gutter broom, water system, and electrical components, as well utilizing the TYMCO BlueLogic® Control System which is the TYMCO electronic control and on-board diagnostic system. The class is designed for both operators and mechanics who sweep in all applications including streets, industrial, airport, construction, and seasonal, such as leaf season or spring cleanup. TYMCO also offers an additional half-day course for customers with DST (Dustless Sweeping Technology) models.</p> <p>Class sizes are kept at around 15 attendees to allow for more hands-on time during the course. TYMCO Service School is held in Waco, Texas at the TYMCO manufacturing facility and is provided at no charge to current TYMCO customers. As long as the customer owns a TYMCO Sweeper, they are more than welcome to send as many attendees that they feel is necessary to the Service School. TYMCO also provides lunch during Service School as well as transportation to and from the hotel. Additional information and class registration is available on <a href="http://www.tymco.com">www.tymco.com</a>, by clicking on the Service School button.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> <p>4. The local TYMCO dealer also provides basic in-service training when a new sweeper is ordered and delivered to the Sourcewell Member's location. For more extensive training, training multiple staff members or if the Sourcewell Member's location requires overnight stays by the local TYMCO dealer, then additional charges may apply. When available, the TYMCO Regional Manager will also be in attendance during the sweeper in-service training to provide additional resources to the customers when learning about their new sweeper. This in-service training is focused primarily on operational training but will also include reviewing maintenance items as well.</p> |
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| 41 | Describe any technological advances that your proposed products or services offer. | <p>1. Regenerative Air is the preferred aviation sweeper technology for its ability to remove the majority of Foreign Object Debris (FOD) and for glycol removal from paved surfaces. Generally speaking, there are 3 main types of sweepers – Mechanical Broom, Vacuum and Regenerative Air. TYMCO invented the Regenerative Air System and that is the only type of sweeper that TYMCO manufactures. It is the newest sweeper technology and provides the most environmentally conscious method to sweep because of its ability to remove and retain more of the fine material that is found on paved surfaces which is becoming increasingly more important to remove when sweeping.</p> <p>2. TYMCO has integrated and continues to develop our BlueLogic Control System throughout the entire product line. BlueLogic is the TYMCO electronic control and on-board diagnostics system for the sweeper. This system provides information to customer management teams (such as operation or service managers) to help them better track usage of the machines. We also have integrated Service Reminders to assist customers by reminding the operators that certain items on the sweeper are due for service. There are also many different integrated operator alerts that help ensure that the operator knows that something on the sweeper needs their attention.</p> <p>3. TYMCO offers several unique and innovative solutions to specifically address the needs of airport managers and runway maintenance personnel. Many of these are either TYMCO exclusives – or were created and developed by TYMCO:</p> <p>A. The patented TYMCO Model HSP (High Speed Performance) Sweeper – Engineered specifically for superior control of Foreign Object Debris (FOD), TYMCO's Model HSP® High Speed Airport Runway Sweeper puts the power of a 250 mph controlled jet of air in the operator's hands. The Model HSP High Speed Airport Runway Sweeper consistently picks up 100% at 15 mph and can sweep up to 25 mph for faster cleanups.</p> <p>B. The TYMCO Lateral Airflow Nozzle (LAN) was developed as a rapid deployment method to clear runways of Foreign Object Debris (FOD) resulting from mowing or construction activities. Widely used at larger international airports with heavier traffic, the LAN can quickly remove debris from runways and taxiways so that air traffic is unhindered.</p> <p>C. TYMCO offers three different magnet assemblies all designed and built by TYMCO engineers around the demands of airport personnel to improve public safety by eliminating ferrous metals from the runway. Two of these magnets offer self-cleaning features designed by TYMCO engineers.</p> <p>D. TYMCO has developed a unique Liquid Recovery System (LRS) which utilizes our sweeping system to remove glycol de-icing fluid from runways and taxiways, captures it in our hopper, and then facilitates pumping it into a storage or recycling receptacle for proper disposal or recycling.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> |
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| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>1. TYMCO Model 600 CNG</p> <p>A. Model 600 Regenerative Air Sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG.</p> <p>B. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance.</p> <p>C. In addition, TYMCO has invested in an on-site CNG fueling station for operational testing of manufactured products.</p> <p>2. TYMCO Model 500x CNG</p> <p>A. Model 500x high side dump Regenerative Air Sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG.</p> <p>B. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance.</p> <p>C. In addition, TYMCO has invested in an on-site CNG fueling station for operational testing of manufactured products.</p> <p>3. TYMCO manufactures two (2) Regenerative Air Sweeper models that utilize our patented Dustless Sweeping Technology (DST) for capturing the smallest ultrafine particulate matter (PM) - the Model DST-6 and Model DST-4. TYMCO Sweepers help control airborne particulate matter in this area by removing the fines from paved surfaces which prevents them from becoming entrained into the air. Particulate Matter in large concentrations is a contributing factor to smog. The City of Toronto released an air quality study outlining how well these Regenerative Air Sweepers have performed in improving air quality. In summary, the report states that the Toronto-owned TYMCO Regenerative Air Sweepers had an impact that realized a minimum 27% reduction of airborne fine particulate matter.</p> <p>A. TYMCO Model DST-6 – The below mentioned Certificates have been uploaded with our submission.</p> <p>i. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>ii. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – Operational Test Protocol</p> <p>B. TYMCO Model DST-4 - The below mentioned Certificate has been uploaded with our submission.</p> <p>i. March 15, 2020 - Environmental Technology Verification (ETV) Certificate Renewal – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>4. TYMCO's Liquid Recovery System (LRS) prevents Ethylene Glycol from washing into the storm water system by capturing it and removing it from the runway surface. Cleaner stormwater systems lead to cleaner streams and rivers and also help prevent groundwater contamination around airports. This option allows the TYMCO Sweeper to be a multi-purpose sweeper to help assist an airport addressing multiple challenges.</p> <p>5. Manufacturing - Throughout the design process, our engineers are driven to do more with less. In the beginning, doing more with less was purely to satisfy our desire to keep things as simple as possible, but today that process also leads to a smaller environmental footprint. Our designs also help to optimize the useful life of our sweepers, minimize the use of water for dust control and reduce fuel consumption. In addition, TYMCO has an on-site recycling program for office paper, scrap metals and plastics.</p> <p>6. BlueLogic Control System – TYMCO has integrated information panels with logs that track the amount of water usage and fuel usage on the sweepers to help keep operators, fleet managers and operation managers better informed of the environmental impact of using a TYMCO Sweeper. Management can then review this information and make adjustments to sweeper operation in order to make the operation more efficient.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> |
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| <p>43</p> | <p>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.</p> | <ol style="list-style-type: none"> <li>1. TYMCO Sweeper auxiliary engines are Final Tier 4 (FT4) EPA-certified</li> <li>2. TYMCO Sweeper chassis are Clean Idle Certified</li> <li>3. TYMCO Sweepers are South Coast Air Quality Management District (AQMD) Rule 1186 certified</li> <li>4. TYMCO Model DST-6 – The below mentioned Certificates have been uploaded with our submission.             <ul style="list-style-type: none"> <li>A. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</li> <li>B. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – Operational Test Protocol</li> </ul> </li> <li>5. TYMCO Model DST-4 - The below mentioned Certificate has been uploaded with our submission.             <ul style="list-style-type: none"> <li>A. March 15, 2020 - Environmental Technology Verification (ETV) Certificate Renewal – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</li> </ul> </li> </ol> |
| <p>44</p> | <p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>    | <p>We have uploaded a letter outlining our current US Government Small Business Entity (SBE) status.</p>   |

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| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>TYMCO provides Regenerative Air Sweepers from the people who invented Regenerative Air which is the newest sweeping technology available. TYMCO offers the best in Regenerative Air technology since we originated the concept over 50 years ago.</p> <ol style="list-style-type: none"> <li>1. Regenerative Air Sweepers are designed to offer a low total cost of ownership. The industry acknowledges that generally speaking Regenerative Air Sweepers have a low overall cost of ownership because of reduced maintenance required on Regenerative Air style machines. The aviation industry has acknowledged that the preferred airport sweeping technology is Regenerative Air due to its low total cost of ownership and its ability to effectively remove FOD with only the high velocity airflow system.</li> <li>2. High Speed Runway Sweeper – The Model HSP (High Speed Performance) Sweeper is a Regenerative Air Sweeper with a patented pick-up head designed to remove 100 % FOD from an airport runway at up to 15 mph. For faster cleanups, this sweeper can perform at up to 25 mph.</li> <li>3. Green Options – The industry has acknowledged that using a Regenerative Air Sweeper is the most environmentally-conscious way to sweep paved surfaces because of its inherent ability to remove and contain the fine material that can get lodged in the cracks and crevices. TYMCO also offers (2) of our most popular style sweeper models, the Model 600 and the Model 500x, with Compressed Natural Gas (CNG) powered engines as an alternative to diesel fuel. We also have (2) models, the Model DST-6 and Model DST-4 which are Regenerative Air Sweepers that are equipped with TYMCO-patented Dustless Sweeping Technology. This technology provides advanced dust control to capture even the smallest ultrafine material measured in microns.</li> <li>4. Product Support – TYMCO has over (50) dealer locations throughout the United States and several internationally with service technicians on-site who can provide customers the service and support they need. TYMCO also has Service staff available in Waco, Texas that can assist with troubleshooting issues over the phone or e-mail.</li> <li>5. Service School - TYMCO has remained an industry leader by offering 30 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a dedicated modern, climate controlled, 3,500 square foot facility. This scheduled school has been offered for more than 40 years. The United States Air Force, state and city governments, and airports have sent more than 6,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. The Service School is available to both TYMCO Dealers as well as end-user customers.</li> <li>6. TYMCO Test Track and Wash Facility – This is the newest addition to the TYMCO Manufacturing Facility. On-site next to the factory is a 9-acre test track and wash facility designed by TYMCO. This is an industry-first facility designed to test every sweeper that is manufactured at TYMCO as well as provide a secure paved area where customers, dealers and employees can operate sweepers in a controlled environment whether the need is for research and development, quality control operations, operator training or customer demonstration. The test track is also used for running airport runway sweeper test validation such as for the FAA (Federal Aviation Administration) Sweeper Performance Test. The wash facility was designed by TYMCO engineers in conjunction with a high-profile civil engineering firm as a sweeper friendly area to wash sweepers effectively, quickly and with full environmental compliance. Sweeper washing is the most important daily maintenance activity on a sweeper and this real-life facility helps demonstrate the best way to wash a sweeper.</li> </ol> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> |
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**Table 9: Warranty**

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

| Line Item | Question  | Response *   |
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| 46        | Do your warranties cover all products, parts, and labor?  | <p>Yes. There are (3) separate warranty classifications on TYMCO Sweepers that cover parts and labor. There is (1) warranty provided by TYMCO for the TYMCO Sweeper, there are multiple warranties for the truck chassis provided by the truck manufacturer (e.g., International or Freightliner) and there is (1) warranty on the auxiliary engine provided by the auxiliary engine manufacturer (e.g., John Deere or Kubota).</p> <p>1. TYMCO Sweeper – The warranty is provided by TYMCO through our dealer network.</p> <p>2. Truck Chassis – This classification has multiple warranties. Some warranties are provided by the chassis manufacturer through their dealer network. Some major components on the truck chassis such as the engine and transmission have warranties provided by their authorized service centers (e.g., Cummins engines and Allison transmissions). As a note, most larger truck dealers are also authorized service centers for both Cummins engines and Allison transmissions.</p> <p>3. Auxiliary Engine – The warranty is provided by the engine manufacturer through their dealer network.</p> |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | There are no usage restrictions or limitations beyond the standard stated warranty for the TYMCO Sweeper, Truck Chassis or Auxiliary Engine (e.g., TYMCO Warranty is 1 year / 1000 hours; John Deere Warranty is 2 years / 2000 hours). Each individual warranty has stated exceptions for situations that would be considered negligence, but the warranties provided for the TYMCO Sweeper, Truck Chassis and Auxiliary Engine are designed to cover normal use of these components within a sweeper airport application.  |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | However, since our sweepers are truck chassis mounted, most customers are able to drive their sweeper units to the respective local authorized dealer for most warranty repairs.   |
| 49        | 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.  |
| 50        | 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?  | <p>As noted above, all items included with the TYMCO Sweeper are covered by TYMCO and the authorized dealer network except for the truck chassis and auxiliary engine. The truck chassis is covered by the chassis original equipment manufacturer (OEM) and the auxiliary engine is covered by the auxiliary engine OEM.</p> <p>Our Service Department does handle any incoming requests for chassis or auxiliary engine warranty requests to help properly direct these requests to the appropriate service center.</p>  |
| 51        | What are your proposed exchange and return programs and policies?   | Regarding exchange and return programs and policies as related to warrantable parts on the TYMCO Sweeper, Truck Chassis or Auxiliary Engine: any warrantable claims need to be processed through the local TYMCO Sweeper dealer, local truck chassis dealer or local auxiliary engine dealer for the respective components that is being claimed in order to have the claim be processed.  |
| 52        | Describe any service contract options for the items included in your proposal.  | TYMCO will not be including any service contract options in the proposal. Several of our local authorized Dealers may offer a service contract for an end-user customer. These would be quoted upon request to the Sourcewell Member as a sourced / open market option with their new TYMCO Sweeper. The level of service required will be discussed and agreed upon by the Sourcewell Member and local authorized TYMCO Dealer.   |



**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 53        | Describe your payment terms and accepted payment methods.  | TYMCO's payment terms are net 30 unless otherwise noted on the Sourcewell quote from TYMCO to the Sourcewell member. TYMCO accepts checks, ACH and wire transfer.   |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.   | TYMCO provides in-house municipal lease purchase services for governmental customers in certain domiciles that are interested in using that method to help acquire a new sweeper. In addition, TYMCO has relationships with multiple other financing / banking institutions that may be a good fit to help a Sourcewell Member properly lease or finance a new TYMCO Sweeper.   |
| 55        | 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. | The only "standard" transaction document that we have used with Sourcewell purchases has been our "Sourcewell Quote Form". This is a custom quote form that outlines all of the required information that a Sourcewell Member would need in order for them to know what they are being quoted, pricing of the item being quoted and the terms of the quote. We have uploaded a sample of the Sourcewell quote form that we have been using for quoting Sourcewell members. Please note that this quote form displays the "Sourcewell Awarded Contract" logo that has been customized for TYMCO's current contract. In addition, TYMCO also provides a co-branded customized Sourcewell Information Flyer with every quote that goes to an end-user. This has also been uploaded for review in Adobe PDF.<br><br>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF) |
| 56        | 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?   | Currently, we do not accept this 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 *   |
|-----------|--|--|
| 57        | 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. | The pricing model that TYMCO is using for this RFP is in the line-item price format for Sourcewell Members. The date on the current Sourcewell Price Catalog will be effective until any product and price change request is made and accepted by Sourcewell during the contract term.<br><br>Sourcewell catalog pricing for base sweeper models and options have been submitted with this RFP. The Price Catalog will have an effective date and each line item will have the following information: TYMCO Model, Item Number, Item Type, Item Name, Sourcewell Catalog Price, Sourcewell Published Discount and Sourcewell Member Price. |
| 58        | 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.   | TYMCO is offering a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog. TYMCO is offering chassis, chassis options and Total Cost of Acquisition Costs at net pricing without a discount.  |
| 59        | Describe any quantity or volume discounts or rebate programs that you offer.   | Quantity / volume discounts – TYMCO entertains quantity / volume discounts on a case-by-case basis. TYMCO has given these quantity / volume discounts to Sourcewell Members on our current Sourcewell contract and intend to continue offering them when applicable.<br><br>Rebate Programs – TYMCO entertains rebates to Sourcewell Members when applicable. These rebates could be in the form of a "close out" or "special purchase" discount.  |

|    |   |  |   |
|----|---|--|---|
| 60 | 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.  | Sourced / Open Market items that are not included in our Sourcewell Price Catalog will be quoted upon request. These items will be quoted as a separate line item and noted appropriately. These items will be clearly identified on the quote form so that the Sourcewell Member can see the pricing for these item(s).   | * |
| 61 | 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. | <p>Below are items that would qualify as Total Cost of Acquisition Costs that will NOT be included in the pricing submitted with TYMCO's response. These items would only be included if it applies to the quote being prepared.</p> <ol style="list-style-type: none"> <li>1. Freight</li> <li>2. PDI (Pre-Delivery Inspection)</li> <li>3. Local Delivery</li> <li>4. In-Service / Training</li> <li>5. Sales Tax</li> <li>6. Other Taxes</li> <li>7. License Fees / Title Fees / Registration Fees</li> <li>8. Performance Bonds</li> <li>9. Trade Fees / Tariffs / Brokerage Fees</li> <li>10. Additional Service / Warranty Programs – This would be reflected as additional services or extended warranties provided by TYMCO, the local TYMCO dealer, truck chassis dealer/manufacturer or auxiliary engine dealer/manufacturer.</li> <li>11. Trade-In Units - This would be reflected as a reduction in price because TYMCO or the local TYMCO dealer would be receiving the trade-in unit as an asset as part of the transaction.</li> </ol>  | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | <ol style="list-style-type: none"> <li>1. Freight – Unless otherwise specified by the local TYMCO dealer, freight will be the approximate cost to ship the unit from the TYMCO manufacturing facility in Waco, Texas to the local TYMCO dealer responsible for delivering the unit to the Sourcewell Member.</li> <li>2. Local Delivery – Once the sweeper unit arrives at the local TYMCO dealer, there is an additional cost that may be incurred to deliver the unit to the Sourcewell Member depending on the member's location in relationship to the local TYMCO dealer.</li> </ol>  | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | <p>Alaska – TYMCO works with our local dealer in Alaska to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Hawaii – TYMCO works with our local dealer in Hawaii to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Canada – TYMCO works with our local dealers in Canada to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Offshore – Depending on the location, and this process might vary, but TYMCO typically coordinates the shipping and delivery of units to offshore locations or will work closely with our local dealer responsible for delivery / installation of the unit to coordinate all shipping and transportation logistics to get the units to their final destination.</p> | * |

|    |   |  |   |
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| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | If there are any unique delivery methods or options that will be required by a Sourcwell Member during the duration of this contract, TYMCO will ensure that TYMCO, the local TYMCO dealer and the Sourcwell Member agree and understand why a unique delivery method or option would be of benefit to the Sourcwell Member if the process differs from the standard delivery process. | * |
|----|---|--|---|

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments |
|-----------|---|----------|
| 65        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 66        | 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. | TYMCO intends to announce and market the availability of the Sourcewell contract and that TYMCO Sweepers are available for Sourcewell Members to purchase. We will announce this to both our dealer network and all end-user customers using e-mail marketing and social media. After we announce the availability of the contract for our dealers to use, we are going to outline the process that we would like for the dealer network to follow which includes requesting that all quotes be generated by TYMCO to ensure that we are meeting the standards put forth by Sourcewell as well as that pricing is delivered in accordance with our bid submission. TYMCO will be able to verify the appropriate fee amount that needs to be remitted to Sourcewell because we will use a TYMCO-generated quote form that will calculate the Sourcewell fee. TYMCO will use our quote forms to verify that the appropriate fee amount is recorded in our quarterly sales report for submission to Sourcewell. TYMCO Marketing will also use this information to forward it to the TYMCO Accounting Department to process the administrative fee to Sourcewell once TYMCO is funded by the Sourcewell Member. This is the process that we are currently using with our Sourcewell contract. This process as outlined allowed TYMCO to remain in good standing with Sourcewell. |
| 67        | 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.  | Some internal metrics that will be tracked include but are not limited to:<br><br>1. Evaluating sales reports to see what percentage of sweeper orders are coming from Sourcewell versus other types of purchasing. These sales reports are generated monthly or can be generated more frequently if required. The goal would be to see this number increase versus traditional purchasing methods.<br><br>2. Evaluating sales reports showing time elapsed from when a quote was generated until an order is placed. This is important because cooperative purchasing allows governmental entities to expedite their purchasing process by using a program with suppliers that have already been awarded contracts under a competitively bid process. The goal would be to see this number close faster than it did under traditional purchasing methods.<br><br>3. Tracking sales volume to see if there is an increase in overall sales volume with the availability of the newly awarded contract.<br><br>4. Monitoring quote requests from local dealers to see if there is an increase of interest for Sourcewell quotes versus other traditional quotes.  |
| 68        | 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.)   | TYMCO will be paying a 2% administration fee to Sourcewell. TYMCO will calculate the total fee to be paid to Sourcewell on the base sweeper model price with all purchased options less chassis and any "Total Cost of Acquisition Cost" items that are outlined on the quote form.  |

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
|----|---|--|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>TYMCO provides powerful and efficient Regenerative Air Sweeping solutions for airport runway sweeping, multi-purpose airport sweeping, parking lot sweeping, road sweeping and industrial sweeping applications. TYMCO offers sweepers that run on diesel, gasoline as well as Compressed Natural Gas (CNG) and we also manufacture a single engine Regenerative Air Sweeper that powers the sweeper with the truck chassis engine. All of our sweeper models improve the appearance of these paved surfaces, improve public safety by removing FOD (Foreign Object Debris) from airport runways and just as importantly have a positive impact on the environment. TYMCO Sweepers have a positive impact on the environment by removing ultrafine particulates from paved surfaces to improve air and stormwater runoff quality and remove glycol from airport surfaces when used for aircraft de-icing.</p> <p>TYMCO manufactures multi-purpose sweepers which all use the Regenerative Air System technology that was invented by our founder, Mr. B.W. Young. Each of these sweeper models have been sold throughout the aviation industry to sweep runways, taxiways, aprons, airport internal roads and parking areas. Runways are the most critical application due to the risk that FOD (Foreign Object Debris) can pose to jet aircraft. Due to this risk, sweepers are generally considered GSE (ground support equipment) providing protection by cleaning runways of FOD.</p> <p>In addition, TYMCO manufactures a high-speed airport runway sweeper – the Model HSP. Engineered specifically for superior control of Foreign Object Debris (FOD), TYMCO's Model HSP® (High Speed Performance) High-Speed Airport Runway Sweeper puts the power of a 250-mph controlled jet of air in the operator's hands. Without the cost and upkeep of main brooms, elevators or vacuums, the Model HSP blasts into crevices for unsurpassed cleaning of even the smallest FOD while prying up the heaviest debris, all at a speed today's busy airports demand. In test after test, the Model HSP Airport Runway Sweeper consistently picks up 100% at 15 mph and can sweep up to 25 mph for faster cleanups.</p> <p>TYMCO also offers (3) different truck chassis mounted magnet assemblies. (2) of them come with in-cab controls for raising and lowering the magnet to the paved surface. These (2) magnets are self-cleaning and come in standard duty and heavy-duty magnetic strengths for removal of ferrous metals at fast sweeping speeds up to 25 mph.</p> <p>Designed specifically for airports, The Liquid Recovery System (LRS) allows a TYMCO Sweeper to be used for recovery of standing liquids such as glycol that can accumulate around aircraft on aprons or staging areas. With increased environmental regulations on airports in regard to glycol entering stormwater runoff, airport administrators need to have a system in place for glycol recovery. The TYMCO LRS allows the TYMCO Sweeper to become even more versatile by making it a multipurpose machine – a machine for both sweeping and glycol recovery. The LRS has a liquid level sensor with a light on the control panel that indicates when the sweeper is full of over 700 gallons of glycol or other deicing fluid. The LRS assists in pumping off liquid that was recovered while leaving any solids such as sand in the hopper for dumping. A pump is also available to facilitate removal of glycol to a suitable storage location or evacuation tanker for disposal.</p> <p>The positive environmental impact of clean pavement continues to create interest in air sweeping. TYMCO, with its unique ability to pick up the fine dust particles and retain them in the hopper, is the air sweeper of choice. Our Research and Development department continues to explore new design features to make TYMCO the most productive, effective, efficient and environmentally friendly sweeper built. The success of our Airport Solutions, Alternative Fuel Powered and Dustless models, along with AQMD Rule 1186 PM10 certification and ETV Canada verification is proof positive that meeting our customer's needs is and always will be the backbone and success of TYMCO.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> |
|----|---|--|

|    |  |  |
|----|--|--|
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | TYMCO manufactures sweepers that are classified in the market segment of Regenerative Air Sweepers. We manufacture multiple different models of Regenerative Air Sweepers that deliver solutions described below:<br><br><ol style="list-style-type: none"><li>1. Airport Runway Sweepers</li><li>2. Airport Sweepers</li><li>3. Blower</li><li>4. Glycol Recovery Sweeper</li><li>5. Magnet Sweeper</li><li>6. Construction Sweeper</li><li>7. Dustless Sweepers</li><li>8. Alternative Fuel Powered Sweepers (CNG Powered)</li><li>9. Road Sweepers</li><li>10. Parking Lot Sweepers</li><li>11. Industrial Facility Sweepers</li><li>12. Stormwater Catch Basin Cleaner</li></ol> |
|----|--|--|

**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  |
|-----------|---|--|---|
| 71        | Plows;  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | TYMCO does not manufacture plows and we are not offering it as a part of this RFP. *  |
| 72        | Blowers;  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Our sweepers offer a Lateral Airflow Nozzle (LAN) option which gives the sweeper the ability to act as a blower for blowing off runways in addition to just sweeping. In situations where debris needs to be cleared from runways and taxiways as quickly as possible, the TYMCO Lateral Airflow Nozzle (LAN) allows the sweeper operator to use a controlled, high velocity air blast to clear debris such as sand, light snow and grass clippings off of paved surfaces back into greenspace.</p> <p>The LAN diverts air from the blower to a nozzle mounted on the left-hand side of the sweeper behind the truck cab. The LAN opening can be adjusted and rotated for air blast positioning and switching from sweeping to the Lateral Airflow Nozzle is all controlled from within the cab.</p> |
| 73        | Brushes and sweepers;   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>All of our Regenerative Air Sweepers can be used to clean an airport runway and Regenerative Air is the preferred technology in the aviation industry for pavement cleaning and FOD (Foreign Object Debris) removal. It is critical that airport runways, taxiways, aprons or any airfield pavement where aircraft may travel be clean and free of FOD.</p> <p>TYMCO also offers a wide sweep brush for extra agitation as needed. This option is called the BAH (Broom Assist Head) and can be turned off and on as needed.</p>   |
| 74        | Anti-icing equipment and deicing equipment;   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | All TYMCO Regenerative Air Sweepers can effectively remove standing glycol de-icing fluid from airport runways, taxiways, aprons and tarmacs. In addition, the Liquid Recovery System (LRS) allows a TYMCO Sweeper to be used for recovery and disposal / recycling of standing liquids such as glycol that can accumulate around aircraft on aprons or staging areas.  |
| 75        | Rubber removal equipment;   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |   |
| 76        | Runway closure markers;   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |   |
| 77        | Runway traction equipment;  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |   |
| 78        | Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | All of the products that TYMCO is offering on this RFP are considered turn-key solutions. *   |
| 79        | Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above. | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | These items are available to Sourcewell Members from our local authorized dealers. *  |

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

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
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**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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Sourcwell Price Catalog - Effective 11-15-2022 - v1.1.pdf - Tuesday November 15, 2022 08:36:06
  - [Financial Strength and Stability](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Financial Strength and Stability Documents.pdf - Monday November 14, 2022 17:25:47
  - [Marketing Plan/Samples](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Marketing Plan - Samples.pdf - Monday November 14, 2022 17:37:02
  - [WMBE/MBE/SBE or Related Certificates](#) - Sourcwell RFP 111522 - TYMCO, Inc. - WMBE-MBE-SBE - RFP Line Item #44 - SBE Letter.pdf - Monday November 14, 2022 17:26:09
  - [Warranty Information](#) - Sourcwell RFP 111522 - TYMCO, Inc. - TYMCO Regenerative Air Sweeper Warranty Statement.pdf - Monday November 14, 2022 17:26:21
  - [Standard Transaction Document Samples](#) - Sourcwell RFP 111522 - TYMCO, Inc. - Standard Transaction Document Samples - Sample Sourcwell TYMCO Quote Form.pdf - Monday November 14, 2022 17:26:31
  - [Upload Additional Document](#) - Sourcwell RFP 111522 - TYMCO, Inc. - The TYMCO Story, TYMCO Brochures, General Specifications and ETV Certificates.zip - Tuesday November 15, 2022 09:11:53



## 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. - Bryan Young, Marketing and Sales, TYMCO, 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 |
|--|--|-------|
| <b>Addendum_3_Airport_Runway_Eqpt_RFP_111522</b><br>Tue October 25 2022 01:23 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Airport_Runway_Eqpt_RFP_111522</b><br>Mon October 24 2022 03:59 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Airport_Runway_Eqpt_RFP_111522</b><br>Mon October 17 2022 11:06 AM | <input checked="" type="checkbox"/>                                | 1     |

**Assessor's Office**

**Inter-Office Memo**

To: Town Clerk; Finance Office; Supervisor

July 17, 2024

From: Brian Kenney

Re: *Base and Adjusted Base Proportions -2024*

The attached are calculated Base and Adjusted Base Proportions as per RPTL Article 19 for the upcoming September School and the January, 2025 Town budget apportionments. These numbers have been reviewed by the NYS Office of Real Property Tax Services as to their accuracy and a proposed Town Board Resolution is required to be submitted to NYS by the Orangetown Town Clerk, as follows:

*Resolved, that upon the recommendation of the Assessor, the Town Board hereby adopts the Certificate of Current Homestead Base Proportions and Adjusted Base Proportions (forms 6701 & 6703) pursuant to Article 19, Section 1903 of New York State Real Property Tax Law for the Levy of Taxes based upon the 2024 Assessment Roll, and the Town Clerk is hereby authorized to affix a Town certification.*

For comparison purposes, the following is a table indicating last year's Town-Wide & Town Outside Villages Adjusted Base Proportions:

| <u>Town-wide</u>                 |                |                | <u>Change</u> |
|----------------------------------|----------------|----------------|---------------|
| Homestead:                       | 2023: 63.71350 | 2024: 64.22764 | +0.008%       |
| Non-Homestead:                   | 2023: 36.28650 | 2024: 35.77236 | -1.4%         |
| <br><u>Town Outside Villages</u> |                |                |               |
| Homestead:                       | 2023: 68.90206 | 2024: 68.53213 | -0.0054%      |
| Non-Homestead:                   | 2023: 31.09794 | 2024: 31.46787 | +1.19%        |

School Adjusted Base Summary:

|                   |              |               |
|-------------------|--------------|---------------|
| Pearl River:      | H – 63.9442  | NH – 36.0558  |
| South Orangetown: | H – 68.64569 | NH – 31.35431 |
| Nyack:            | H – 55.15442 | NH – 44.84558 |
| Nanuet:           | H – 31.42803 | NH – 68.57197 |

**STATE BOARD OF REAL PROPERTY SERVICES**  
16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Base Percentages, Current Percentages and  
Current Base Proportions Pursuant to Article 19, RPTL,  
for the Levy of Taxes on the 2024 Assessment Roll

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County     ; City     ; Town X; Village     ; Town Outside Village Area     ;  
School District     ; Special District     

Name of Portion - **TOWNWIDE**

**SECTION I** Determination of Base Percentages

|               | (A)                            | (B)                             | (C)                                    | (D)                              |
|---------------|--------------------------------|---------------------------------|--|----------------------------------|
|               | 1989 Taxable<br>Assessed Value | 1989 Class<br>Equalization Rate | Estimated<br>Market Value<br>A/(B/100) | Base Percentages<br>(C/Sum of C) |
| Homestead     | 2,277,790,591                  | 118.22                          | 1,926,738,784                          | 69.86097                         |
| Non-Homestead | 1,141,435,390                  | 137.32                          | 831,222,976                            | 30.13903                         |
| Total         | 3,419,225,981                  |                                 | 2,757,961,760                          |                                  |

**SECTION II** Determination of Current Percentages

|               | (E)                            | (F)                             | (G)                                    | (H)   |
|---------------|--------------------------------|---------------------------------|--|---|
|               | 2023 Taxable<br>Assessed Value | 2023 Class<br>Equalization Rate | Estimated<br>Market Value<br>E/(F/100) | Current<br>Base Percentages<br>(G/Sum of G) |
| Homestead     | 2,925,351,245                  | 35.63                           | 8,210,359,935                          | 77.6637                                     |
| Non-Homestead | 885,024,318                    | 37.48                           | 2,361,324,221                          | 22.3363                                     |
| Total         |                                |                                 | 10,571,684,156                         |   |

RP-6701(5/2001)

SECTION IV Determination of Current Base Proportions

| Class         | (I)<br>Local<br>Base Proportion<br>for the 1990<br>Assessment Roll | (J)<br>Updated Local<br>Base Proportion<br>I*(H/D) | (K)<br>Prospective<br>Current<br>Base Proportion<br>Column(J)<br>Prorated<br>to 100.00 | (L)<br>Adjusted Base<br>Proportion<br>Used for<br>Prior Tax Levy | (M)<br>Percent Difference<br>Between Prior Year<br>Adjusted Base<br>Proportion and<br>Prospective Current<br>Base Proportion<br>(((K/L)-I)*100 | (N)<br>Maximum<br>Current Base<br>Proportion<br>(L*1.05) | 0       | Current<br>Base<br>Proportions<br>for 2024 Roll | Legislation<br>Limit |
|---------------|--|--|--|--|--|--|---------|---|----------------------|
| Homestead     | 56.0653  | 62.3272  | 65.6853  | 63.71350   | 3.0948%  | 66.8992  | 65.6853 | 64.3506   |                      |
| Non-Homestead | 43.9347  | 32.5604  | 34.3147  | 36.28650   | -5.4340%   | 38.1008  | 34.3147 | 35.6494   |                      |
| Total         | 100  | 94.8876  | 100  | 100  |  |  |         |   |                      |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) base percentages, current percentages and current base proportions as set for n herein for the assessmentroll and portion identified above.

Limit 1 percent of previous adj base -col L

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RP-6701(5/2001)

note: enter 2002 taxable value h & nh (3/27/03)

**STATE BOARD OF REAL PROPERTY SERVICES**  
16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Base Percentages, Current Percentages and  
Current Base Proportions Pursuant to Article 19, RPTL,  
for the Levy of Taxes on the **2024** Assessment Roll

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village \_\_\_; Town Outside Village Area X ;  
School District \_\_\_; Special District \_\_\_

Name of Portion - **TOWN OUTSIDE VILLAGE**

SECTION I Determination of Base Percentages

|               | (A)                         | (B)                          | (C)                              | (D)                           |
|---------------|-----------------------------|------------------------------|----------------------------------|-------------------------------|
| Class         | 1989 Taxable Assessed Value | 1989 Class Equalization Rate | Estimated Market Value A/(B/100) | Base Percentages (C/Sum of C) |
| Homestead     | 1,810,483,106               | 118.62                       | 1,526,288,236                    | 69.89837                      |
| Non-Homestead | 919,093,679                 | 139.83                       | 657,293,627                      | 30.10163                      |
| Total         | 2,729,576,785               |                              | 2,183,581,864                    |                               |

SECTION II Determination of Current Percentages

| Class         | (E) 2023 Taxable Assessed Value | (F) 2023 Class Equalization Rate | (G) Estimated Market Value E/(F/100) | (H) Current Base Percentages (G/Sum of G) |
|---------------|---------------------------------|----------------------------------|--------------------------------------|---|
| Homestead     | 2,436,082,119                   | 32.88                            | 7,409,008,878                        | 78.5049                                   |
| Non-Homestead | 722,801,016                     | 35.63                            | 2,028,630,413                        | 21.4951                                   |
| Total         |                                 |                                  | 9,437,639,290                        |   |

RP-6701(5/2001)

SECTION IV Determination of Current Base Proportions

| Class         | (I)<br>Local<br>Base Proportion<br>for the 1990<br>Assessment Roll | (J)<br>Updated Local<br>Base Proportion<br>I*(H/D) | (K)<br>Prospective<br>Current<br>Base Proportion<br>Column(J)<br>Prorated<br>to 100.00 | (L)<br>Adjusted Base<br>Proportion<br>Used for<br>Prior Tax Levy | (M)<br>Percent Difference<br>Between Prior Year<br>Adjusted Base<br>Proportion and<br>Prospective Current<br>Base Proportion<br>((K/L)-1)*100 | (N)<br>Maximum<br>Current Base<br>Proportion<br>(L*1.05) | 0<br>Current<br>Base<br>Proportions<br>for 2024 Roll | Leg. Limit |
|---------------|--|--|--|--|---|--|--|------------|
| Homestead     | 55.7591  | 62.6246  | 66.4689  | <b>68.90206</b>  | -3.5313%  | 71.0383  | 66.4689  | 68.5911    |
| Non-Homestead | 44.2410  | 31.5918  | 33.5311  | <b>31.09794</b>  | 7.8241%   | 28.9617  | 33.5311  | 31.4089    |
| Total         | 100  | 94.2164  | 100  | <b>100</b>   |   |  |  | <b>100</b> |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) base percentages, current percentages and current base proportions as set forth herein for the assessmentroll and portion identified above.

Signature

Title

Date

Limit 1 percent of prev adj base -col L



**STATE BOARD OF REAL PROPERTY SERVICES**  
 16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Base Percentages, Current Percentages and  
 Current Base Proportions Pursuant to Article 19, RPTL,  
 for the Levy of Taxes on the **2024** Assessment Roll

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village \_\_\_; Town Outside Village Area \_\_\_;  
 School District XX \_\_\_; Special District \_\_\_

Name of Portion - **SOUTH ORANGETOWN S.D.**

SECTION I

| Determination of Base Percentages |                                 |  |                                  |
|-----------------------------------|---------------------------------|--|----------------------------------|
| (A)                               | (B)                             | (C)                                    | (D)                              |
| 1989 Taxable<br>Assessed Value    | 1989 Class<br>Equalization Rate | Estimated<br>Market Value<br>A/(B/100) | Base Percentages<br>(C/Sum of C) |
| Homestead 1,144,567,880           | 115.92                          | 987,377,398                            | 72.5790                          |
| Non-Homestead 488,534,067         | 130.96                          | 373,040,674                            | 27.4210                          |
| Total 1,633,101,947               |                                 | 1,360,418,072                          |                                  |

SECTION II

| Determination of Current Percentages |                                 |  |   |
|--------------------------------------|---------------------------------|--|---|
| (E)                                  | (F)                             | (G)                                    | (H)   |
| 2023 Taxable<br>Assessed Value       | 2023 Class<br>Equalization Rate | Estimated<br>Market Value<br>E/(F/100) | Current<br>Base Percentages<br>(G/Sum of G) |
| Homestead 1,451,335,079              | 32.80                           | 4,424,802,070                          | 29.7659                                     |
| Non-Homestead 3,719,963,461          | 35.63                           | 10,440,537,359                         | 70.2341                                     |
| Total 5,171,298,540                  |                                 | 14,865,339,429                         |   |

19040

RP-6701(5/2001)

SECTION IV Determination of Current Base Proportions

| Class         | (I)<br>Local<br>Base Proportion<br>for the 1990<br>Assessment Roll | (J)<br>Updated Local<br>Base Proportion<br>I*(H/D) | (K)<br>Prospective<br>Current<br>Base Proportion<br>Column(J)<br>Prorated<br>to 100.00 | (L)<br>Adjusted Base<br>Proportion<br>Used for<br>Prior Tax Levy | (M)<br>Percent Difference<br>Between Prior Year<br>Adjusted Base<br>Proportion and<br>Prospective Current<br>Base Proportion<br>(((K/L)-1)*100 | (N)<br>Maximum<br>Current Base<br>Proportion<br>(L*1.05) | Current<br>Base<br>Proportions<br>for 2024 Roll | Legislative<br>Limit |
|---------------|--|--|--|--|--|--|---|----------------------|
| Homestead     | 59,3147  | 24,3260  | 18,9257  | <b>68,34030</b>  | -72.3066%  | 71,7573  | 70,0094   | 69,0237              |
| Non-Homestead | 40,6853  | 104,2081   | <b>81,0743</b>   | <b>31,65970</b>  | 156.0804%  | 33,2427  | 29,9906   | 30,9763              |
| Total         | 100  | 128,5341   | 100  | <b>100</b>   |  |  |   |                      |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) base percentages, current percentages and current base proportions as set forth herein for the assessmentroll and portion identified above.

Limit 1 percent of prev adj base -col L

\_\_\_\_\_  
Signature

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Title

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Date

**STATE BOARD OF REAL PROPERTY SERVICES**

16 Sheridan Avenue, Albany, NY 12210-2714

3/8/2004

Determination of Base Percentages, Current Percentages and  
 Current Base Proportions Pursuant to Article 19, RPTL,  
 for the Levy of Taxes on the 2024 Assessment Roll

Approved Assessing Unit - Town of Orangetown

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village X \_\_\_; Town Outside Village Area \_\_\_;  
 School District XX \_\_\_; Special District \_\_\_

Name of Portion -PEARL RIVER S.D.

revised 7/21/21

SECTION I Determination of Base Percentages

| Class         | (A)<br>1989 Class<br>Assessed Value | (B)<br>1989 Class<br>Equalization Rate | (C)<br>Estimated<br>Market Value<br>A/(B/100) | (D)<br>Base Percentages<br>(C/Sum of C) |
|---------------|-------------------------------------|--|---|---|
| Homestead     | 725,067,880                         | 120.43                                 | 602,065,831                                   | 73.8327                                 |
| Non-Homestead | 285,139,606                         | 133.63                                 | 213,379,934                                   | 26.1673                                 |
| Total         | 1,010,207,486                       |  | 815,445,765                                   |   |

SECTION II Determination of Current Percentages

| Class         | (E)<br>2023 Taxable<br>Assessed Value | (F)<br>2023 Class<br>Equalization Rate | (G)<br>Estimated<br>Market Value<br>E/(F/100) | (H)<br>Current<br>Base Percentages<br>(G/Sum of G) |
|---------------|---------------------------------------|--|---|--|
| Homestead     | 918,609,016                           | 32.88                                  | 2,793,823,041                                 | 79.3842  |
| Non-Homestead | 279,552,080                           | 38.53                                  | 725,543,940                                   | 20.6158  |
| Total         | 1,198,161,096                         |  | 3,519,366,981                                 |  |

RP-6701(5/2001) *Incl sp fr*

SECTION IV Determination of Current Base Proportions

| Class         | (I)<br>Local<br>Base Proportion<br>for the 1990<br>Assessment Roll | (J)<br>Updated Local<br>Base Proportion<br>I*(H/D) | (K)<br>Prospective<br>Current<br>Base Proportion<br>Column(J)<br>Prorated<br>to 100.00 | (L)<br>Adjusted Base<br>Proportion<br>Used for<br>Prior Tax Levy | (M)<br>Percent Difference<br>Between Prior Year<br>Adjusted Base<br>Proportion and<br>Prospective Current<br>Base Proportion<br>((K/L)-1)*100 | (N)<br>Maximum<br>Current Base<br>Proportion<br>(L*1.05) | Current<br>Base<br>Proportions<br>for 2024 Roll | Legislative<br>Limit |
|---------------|--|--|--|--|---|--|---|----------------------|
| Homestead     | 60.9369  | 65.5188  | 68.0401  | <b>64.68840</b>  | 5.1812%   | 67.9228  | 67.92280  | 65.3353              |
| Non-Homestead | 39.0631  | 30.7756  | 31.9599  | <b>35.31160</b>  | -9.4917%  | 37.0772  | 32.07720  | 34.6647              |
| Total         | 100  | 96.2944  | 100  | <b>100</b>   |   |  | <b>100</b>                                      | <b>100</b>           |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) base percentages, current percentages and current base proportions as set forth herein for the assessmentroll and portion identified above.

Limit 1 percent of prev adj base -col L

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE BOARD OF REAL PROPERTY SERVICES**  
 16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Base Percentages, Current Percentages and  
 Current Base Proportions Pursuant to Article 19, RPTL,  
 for the Levy of Taxes on the **2024** Assessment Roll

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village \_\_\_; Town Outside Village Area \_\_\_;  
 School District X; Special District \_\_\_

Name of Portion - **NANUET S.D.**

**SECTION I** Determination of Base Percentages

|               | (A)                            | (B)                             | (C)                                    | (D)                              |
|---------------|--------------------------------|---------------------------------|--|----------------------------------|
| Class         | 1989 Taxable<br>Assessed Value | 1989 Class<br>Equalization Rate | Estimated<br>Market Value<br>A/(B/100) | Base Percentages<br>(C/Sum of C) |
| Homestead     | 123,995,310                    | 119.56                          | 103,709,694                            | 56.4832                          |
| Non-Homestead | 163,503,056                    | 204.63                          | 79,901,801                             | 43.5168                          |
| Total         | 287,498,366                    |                                 | 183,611,495                            |                                  |

**SECTION II** Determination of Current Percentages

|               | (E)                            | (F)                             | (G)                                    | (H)   |
|---------------|--------------------------------|---------------------------------|--|---|
| Class         | 2023 Taxable<br>Assessed Value | 2023 Class<br>Equalization Rate | Estimated<br>Market Value<br>E/(F/100) | Current<br>Base Percentages<br>(G/Sum of G) |
| Homestead     | 142,236,217                    | 32.88                           | 432,591,901                            | 64.0270                                     |
| Non-Homestead | 74,032,309                     | 30.46                           | 243,047,633                            | 35.9730                                     |
| Total         | 216,268,526                    |                                 | 675,639,534                            |   |

RP-6701(5/2001)

SECTION IV Determination of Current Base Proportions

|               | (I)  | (J)                     | (K)  | (L)  | (M)                              | (N)                              | 0                              |                |
|---------------|--|-------------------------|--|--|----------------------------------|----------------------------------|--------------------------------|----------------|
|               | Local  | Updated Local           | Prospective  | Adjusted Base                                    | Percent Difference               | Maximum                          | Current                        | Legislative    |
| Class         | Base Proportion for the 1990 Assessment Roll | Base Proportion I*(H/D) | Current Base Proportion Column(J) Prorated to 100.00 | Adjusted Base Proportion Used for Prior Tax Levy | Between Prior Year Adjusted Base | Current Base Proportion (L*1.05) | Base Proportions for 2024 Roll | Limit          |
| Homestead     | 30.8128                                      | 34.9280                 | 37.9152  | <b>31.08720</b>                                  | 21.9641%                         | 32.6416                          | <b>32.6416</b>                 | <b>31.3981</b> |
| Non-Homestead | 69.1873                                      | 57.1934                 | 62.0848  | <b>68.91280</b>                                  | -9.9082%                         | 72.3584                          | <b>67.3584</b>                 | <b>68.6019</b> |
| Total         | 100  | 92.1214                 | 100  | <b>100</b>                                       |                                  |                                  | <b>100</b>                     | <b>100</b>     |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) base percentages, current percentages and current base proportions as set forth herein for the assessmentroll and portion identified above.

Limit 1 percent of prev adj base -col L

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE BOARD OF REAL PROPERTY SERVICES**  
 16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Base Percentages, Current Percentages and  
 Current Base Proportions Pursuant to Article 19, RPTL,  
 for the Levy of Taxes on the **2024** Assessment Roll

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County     ; City     ; Town     ; Village     ; Town Outside Village Area     ;  
 School District XX; Special District     

Name of Portion - **NYACK S.D.**

SECTION I Determination of Base Percentages

| Class         | (A)                         | (B)                          | (C)                              | (D)                           |
|---------------|-----------------------------|------------------------------|----------------------------------|-------------------------------|
|               | 1989 Taxable Assessed Value | 1989 Class Equalization Rate | Estimated Market Value A/(B/100) | Base Percentages (C/Sum of C) |
| Homestead     | 385,549,825                 | 121.54                       | 317,220,524                      | 67.1393                       |
| Non-Homestead | 201,636,566                 | 129.87                       | 155,260,311                      | 32.8607                       |
| Total         | 587,186,391                 |                              | 472,480,835                      |                               |

SECTION II Determination of Current Percentages

| Class         | (E)                         | (F)                          | (G)                              | (H)                                   |
|---------------|-----------------------------|------------------------------|----------------------------------|---------------------------------------|
|               | 2023 Taxable Assessed Value | 2023 Class Equalization Rate | Estimated Market Value E/(F/100) | Current Base Percentages (G/Sum of G) |
| Homestead     | 446,743,481                 | 32.87                        | 1,359,122,242                    | 75.2100                               |
| Non-Homestead | 159,615,161                 | 35.63                        | 447,979,683                      | 24.7900                               |
| Total         |                             |                              | 1,807,101,925                    |                                       |

RP-6701(5/2001)

SECTION IV Determination of Current Base Proportions

| Class         | (I)<br>Local<br>Base Proportion<br>for the 1990<br>Assessment Roll | (J)<br>Updated Local<br>Base Proportion<br>I*(H/D) | (K)<br>Prospective<br>Current<br>Base Proportion<br>Column(J)<br>Prorated<br>to 100.00 | (L)<br>Adjusted Base<br>Proportion<br>Used for<br>Prior Tax Levy | (M)<br>Percent Difference<br>Between Prior Year<br>Adjusted Base<br>Proportion and<br>Prospective Current<br>Base Proportion<br>((K/L)-1)*100 | (N)<br>Maximum<br>Current Base<br>Proportion<br>(L*1.05) | 0          | Current<br>Base<br>Proportions<br>for 2024 Roll | Legislative<br>Limit |
|---------------|--|--|--|--|---|--|------------|---|----------------------|
| Homestead     | 50.2710  | 56.3140  | 60.0175  | <b>55.00380</b>  | 9.1152%   | 57.7540  | 57.7540    | 57.7540   | 55.55384             |
| Non-Homestead | 49.7290  | 37.5153  | 39.9825  | <b>44.99620</b>  | -11.1425%   | 47.2460  | 42.2460    | 44.4462   | 44.4462              |
| Total         | 100  | 93.8294  | 100  | <b>100</b>   |   |  | <b>100</b> | <b>100</b>                                      | <b>100</b>           |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) base percentages, current percentages and current base proportions as set forth herein for the assessmentroll and portion identified above.

Limit 1 percent of prev adj base-col L

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**STATE BOARD OF REAL PROPERTY SERVICES**  
 16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Adjusted Base Proportions Pursuant to  
**Article 19, RPTL, for the 2024 Assessment Roll**

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town **X**; Village \_\_\_; Town Outside Village Area \_\_\_;  
 School District \_\_\_; Special District \_\_\_

Name of Portion - **TOWNWIDE**

**Reference Roll - 2023**

**Levy Roll - 2024**

**SECTION I** Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity  
 Equalization Changes and Computation of Class Change in Level of Assessment Factor

| Class         | (A)<br>Total Assessed<br>Value on the<br>Reference Roll   | (B)<br>Total Assessed<br>Value of Physical<br>& Quantity Increases<br>& Between Reference<br>Roll & Levy Roll | (C)<br>Total Assessed<br>Value of Physical<br>& Quantity Decreases<br>& Between Reference<br>Roll & Levy Roll | (D)<br>Net Assessed Value<br>of Physical<br>& Quantity Changes<br>(B-C) | (E)<br>Surviving Total<br>Assessed Value on<br>the Reference Roll<br>(A-C) |
|---------------|---|---|---|---|--|
| Homestead     | <b>2,997,286,260</b>  | <b>8,914,617</b>  | <b>1,834,960</b>  | 7,079,657   | 2,995,451,300  |
| Non-Homestead | <b>863,629,361</b>  | <b>4,172,200</b>  | <b>337,668</b>  | 3,834,532   | 863,291,693  |
|               | <i>no sp fr non home</i>  |   |   |   |  |
|               | (F)<br>Total Assessed Value<br>of Equalization Increases<br>Between Reference Roll<br>and Levy Roll | (G)<br>Total Assessed Value<br>of Equalization Decreases<br>Between Reference Roll<br>and Levy Roll           | (H)<br>Net<br>Equalization<br>Changes<br>(F-G)  | (I)<br>Change in Level of<br>Assessment Factor<br>(H/E)+1               |  |
| Homestead     | <b>0</b>  | <b>4,948,671</b>  | (4,948,671)   | 0.998347938   |  |
| Non-Homestead | <b>2,524,998</b>  | <b>12,622,101</b>   | (10,097,103)  | 0.988303950   |  |

SECTION II

Computation of Portion Class Adjustment Factor

| Class         | (J)<br>Taxable Assessed Value on the Levy Roll | (K)<br>Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I) | (L)<br>Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment | (M)<br>Total Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L) | (N)<br>(Col E Base)<br>Taxable Assessed Value on the Reference Roll | (O)<br>Class Adjustment Factor (M/N) |
|---------------|--|--|--|--|---|--------------------------------------|
| Homestead     | <b>2,933,802,263</b>                           | 2,938,657,106  | 0  | 2,938,657,106  | <b>2,925,351,245</b>  | 1.004548466                          |
| Non-Homestead | <b>787,753,459</b>                             | 797,076,101  | <b>96,747,979</b>  | 893,824,080  | <b>885,024,318</b>  | 1.009942961                          |
|               | <i>excl. sp fr</i>                             |  |  |  | <i>incl sp fr</i>   |                                      |

SECTION III

Computation of Adjusted Base Proportions

| Class         | (P)<br>Current Base Proportions | (Q)<br>Current Base Proportions Adjusted for Physical & Quantity Changes (P*O) | (R)<br>Adjusted Base Proportions (Q/Sum of Q) |
|---------------|---------------------------------|--|---|
| Homestead     | <b>64.35060</b>                 | 64.64330   | <b>64.22764</b>                               |
| Non-Homestead | <b>35.64940</b>                 | 36.00386   | <b>35.77236</b>                               |
|               |                                 | 100.64716  | <b>100.00000</b>                              |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE BOARD OF REAL PROPERTY SERVICES**  
 16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Adjusted Base Proportions Pursuant to  
**Article 19, RPTL, for the 2024 Assessment Roll**

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village \_\_\_; Town Outside Village Area X;  
 School District \_\_\_; Special District \_\_\_

**Name of Portion - TOWN OUTSIDE VILLAGE**

**Reference Roll - 2023                      Levy Roll - 2024**

**SECTION I**                      Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity  
 Equalization Changes and Computation of Class Change in Level of Assessment Factor

|               | (A)   | (B)  | (C)  | (D)   | (E)  |
|---------------|---|--|--|---|--|
| Class         | Total Assessed Value on the Reference Roll  | Total Assessed Value of Physical & Quantity Increases Between Reference Roll & Levy Roll | Total Assessed Value of Physical & Quantity Decreases Between Reference Roll & Levy Roll | Net Assessed Value of Physical & Quantity Changes (B-C) | Surviving Total Assessed Value on the Reference Roll (A-C) |
| Homestead     | <b>2,501,755,532</b>  | <b>6,784,917</b>   | <b>1,094,300</b>   | 5,690,617   | 2,500,661,232  |
| Non-Homestead | <b>715,078,268</b>  | <b>1,765,400</b>   | <b>428,168</b>   | 1,337,232   | 714,650,100  |
|               | <i>no sp fr non home</i>  |  |  |   |  |
|               | (F)   | (G)  | (H)  | (I)   |  |
|               | Total Assessed Value of Equalization Increases Between Reference Roll and Levy Roll | Total Assessed Value of Equalization Decreases Between Reference Roll and Levy Roll      | Net Equalization Changes (F-G)   | Change in Level of Assessment Factor (H/E)+1            |  |
| Homestead     | <b>0</b>  | <b>2,891,682</b>   | (2,891,682)  | 0.998843633   |  |
| Non-Homestead | <b>2,477,212</b>  | <b>12,547,319</b>  | (10,070,107)   | 0.985909039   |  |

*TCV*

SECTION II

Computation of Portion Class Adjustment Factor

|               | (J)                                     | (K)   | (L)   | (M)   | (N)                  | (O)                           |
|---------------|---|---|---|---|----------------------|-------------------------------|
| Class         | Taxable Assessed Value on the Levy Roll | Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I) | Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment | Total Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L) | (Col. E Base)        | Class Adjustment Factor (M/N) |
| Homestead     | <b>2,444,686,311</b>                    | 2,447,516,538   | 0   | 2,447,516,538   | <b>2,436,082,119</b> | 1.00469                       |
| Non-Homestead | <b>635,995,339</b>                      | 645,085,210   | <b>83,098,087</b>   | 728,183,297   | <b>722,801,016</b>   | 1.00745                       |
|               | <i>no sp fr non home</i>                |   |   |   | <i>incl sp fr</i>    |                               |

SECTION III

Computation of Adjusted Base Proportions

| Class         | (P)                      | (Q)   | (R)                                    |
|---------------|--------------------------|---|--|
| Class         | Current Base Proportions | Current Base Proportions Adjusted for Physical & Quantity Changes (P*O) | Adjusted Base Proportions (Q/Sum of Q) |
| Homestead     | <b>68.5911</b>           | 68.91305  | <b>68.53213</b>                        |
| Non-Homestead | <b>31.4089</b>           | 31.64278  | <b>31.46787</b>                        |
|               | <b>100</b>               | 100.55584   | <b>100.00000</b>                       |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE BOARD OF REAL PROPERTY SERVICES**  
 16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Adjusted Base Proportions Pursuant to  
**Article 19, RPTL, for the 2024 Assessment Roll**

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village \_\_\_; Town Outside Village Area \_\_\_;  
 School District X; Special District \_\_\_

Name of Portion - **SOUTH ORANGETOWN SCHOOL DISTRICT**

**Reference Roll - 2023                      Levy Roll - 2024**

**SECTION I**                      Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity Equalization Changes and Computation of Class Change in Level of Assessment Factor

|               | (A)   | (B)  | (C)  | (D)  | (E)  |
|---------------|---|--|--|--|--|
| Class         | Total Assessed Value on the Reference Roll  | Total Assessed Value of Physical & Quantity Increases Between Reference Roll & Levy Roll | Total Assessed Value of Physical & Quantity Decreases Between Reference Roll & Levy Roll | Net Equalization Changes (F-G)               | Net Assessed Value of Physical & Quantity Changes (B-C)    |
|               |   |  |  |  | Surviving Total Assessed Value on the Reference Roll (A-C) |
| Homestead     | <b>1,396,968,757</b>  | <b>4,736,500</b>   | <b>1,408,500</b>   |  | 3,328,000  |
| Non-Homestead | <b>325,648,550</b>  | <b>780,500</b>   | <b>518,668</b>   |  | 261,832  |
|               | <i>no sp fr non-home.</i>   |  |  | (H)  |  |
|               | (F)   | (G)  |  | (I)  |  |
|               | Total Assessed Value of Equalization Increases Between Reference Roll and Levy Roll | Total Assessed Value of Equalization Decreases Between Reference Roll and Levy Roll      | Net Equalization Changes (F-G)   | Change in Level of Assessment Factor (H/E)+1 |  |
| Homestead     | <b>0</b>  | <b>2,732,299</b>   | (2,732,299)  | 0.998042149                                  |  |
| Non-Homestead | <b>1,167,504</b>  | <b>152,133</b>   | 1,015,371  | 1.003122970                                  |  |

SECTION II

Computation of Portion Class Adjustment Factor

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| Class                     | (J)<br>Taxable Assessed Value on the Levy Roll | (K)<br>Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I) | (L)<br>Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment | (M)<br>Total Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L) | (N)<br>Taxable Assessed Value on the Reference Roll | (O)<br>Class Adjustment Factor (M/N) |
|---------------------------|--|--|--|--|---|--------------------------------------|
| Homestead                 | 1,450,431,552                                  | 1,453,276,851  | 0  | 1,453,276,851  | 1,451,335,079                                       | 1.001337922                          |
| Non-Homestead             | 321,563,462                                    | 320,562,355  | 58,520,029   | 379,082,384  | 371,963,461   | 1.019138770                          |
| <i>no sp fr non-home.</i> |  |  |  |  |   |                                      |
| <i>incl sp fr</i>         |  |  |  |  |   |                                      |

SECTION III

Computation of Adjusted Base Proportions

| Class         | (P)<br>Current Base Proportions | (Q)<br>Current Base Proportions Adjusted for Physical & Quantity Changes (P*O) | (R)<br>Adjusted Base Proportions (Q/Sum of Q) |
|---------------|---------------------------------|--|---|
| Homestead     | 69.0237                         | 69.11605   | 68.64569                                      |
| Non-Homestead | 30.9763                         | 31.56915   | 31.35431                                      |
|               | 100                             | 100.68520  | 100.00000                                     |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE BOARD OF REAL PROPERTY SERVICES**  
 16 Sheridan Avenue, Albany, NY 12210-2714

Certificate of Adjusted Base Proportions Pursuant to Article 19, RPTL,  
 for the Levy of Taxes on the **2024** Assessment Roll

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County ; City ; Town ; Village ; Town Outside Village Area ;  
 School District ; Special District

Name of Portion - **PEARL RIVER**

**Reference Roll - 2023 Levy Roll - 2024**

*revised 7/21/21*

**SECTION I** Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity Equalization Changes and Computation of Class Change in Level of Assessment Factor

| Class         | (A)<br>Total Assessed Value on the Reference Roll                                   | (B)<br>Total Assessed Value of Physical & Quantity Increases Between Reference Roll & Levy Roll | (C)<br>Total Assessed Value of Physical & Quantity Decreases Between Reference Roll & Levy Roll | (D)<br>Net Assessed Value of Physical & Quantity Changes (B-C) | (E)<br>Surviving Total Assessed Value on the Reference Roll (A-C) |
|---------------|---|---|---|--|---|
| Homestead     | <b>934,350,222</b>  | 1,507,900   | 110,700   | 1,397,200  | 934,239,522   |
| Non-Homestead | <b>270,488,652</b>  | 676,400   | 0   | 676,400  | 270,488,652   |
|               | <i>tot av -no sp fr</i>   |   |   |  |   |
|               | (F)   | (G)   | (H)   | (I)  |   |
|               | Total Assessed Value of Equalization Increases Between Reference Roll and Levy Roll | Total Assessed Value of Equalization Decreases Between Reference Roll and Levy Roll             | Net Equalization Changes (F-G)  | Change in Level of Assessment Factor (H/E)+1                   |   |
| Homestead     | 0   | 994,472   | (994,472)   | 0.9989335528   |   |
| Non-Homestead | 1,216,610   | 12,299,402  | (11,082,792)  | 0.959026776  |   |

| SECTION II    |   | Computation of Portion Class Adjustment Factor                                  |   |   |              |                               |
|---------------|---|---|---|---|--------------|-------------------------------|
|               | (J)                                     | (K)   | (L)   | (M)   | (N)          | (O)                           |
| Class         | Taxable Assessed Value on the Levy Roll | Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I) | Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment | Total Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L) | (Col/E Base) | Class Adjustment Factor (M/N) |
| Homestead     | <b>921,611,539</b>                      | 922,593,614   | -   | 922,593,614   |              | 1.0043376                     |
| Non-Homestead | <b>260,082,296</b>                      | 271,193,988   | <b>27,187,009</b>   | 298,380,997   |              | 1.0673674                     |
|               | <i>excl sp fr</i>                       |   |   |   |              | <i>incl sp fr</i>             |
|               |   |   |   |   |              |                               |
|               |   |   |   |   |              |                               |
|               |   |   |   |   |              |                               |

SECTION III Computation of Adjusted Base Proportions

| Class         | (P) Current Base Proportions | (Q) Current Base Proportions Adjusted for Physical & Quantity Changes (P*O) | (R) Adjusted Base Proportions (Q/Sum of Q) |
|---------------|------------------------------|---|--|
| Homestead     | <b>65.33530</b>              | 65.61870  | <b>63.9442</b>                             |
| Non-Homestead | <b>34.66470</b>              | 36.99997  | <b>36.0558</b>                             |
|               | <b>100</b>                   | 102.61867   | <b>100.0000</b>                            |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**STATE BOARD OF REAL PROPERTY SERVICES**  
16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Adjusted Base Proportions Pursuant to  
**Article 19, RPTL, for the 2024 Assessment Roll**

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village \_\_\_; Town Outside Village Area \_\_\_;  
School District X; Special District \_\_\_

Name of Portion - **NYACK SCHOOL DISTRICT**

**Reference Roll - 2023 Levy Roll - 2024**

**SECTION I** Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity Equalization Changes and Computation of Class Change in Level of Assessment Factor

| Class         | (A)<br>Total Assessed Value on the Reference Roll  | (B)<br>Total Assessed Value of Physical & Quantity Increases Between Reference Roll & Levy Roll | (C)<br>Total Assessed Value of Physical & Quantity Decreases Between Reference Roll & Levy Roll | (D)<br>Net Assessed Value of Physical & Quantity Changes (B-C) | (E)<br>Surviving Total Assessed Value on the Reference Roll (A-C) |
|---------------|--|---|---|--|---|
| Homestead     | <b>453,452,931</b>   | <b>2,046,117</b>  | <b>315,760</b>  | 1,730,357  | 453,137,171   |
| Non-Homestead | <b>153,031,745</b>   | <b>2,715,800</b>  | <b>0</b>  | 2,715,800  | 153,031,745   |
|               | <i>no sp fr non home</i>   |   |   |  |   |
|               | (F)<br>Total Assessed Value of Equalization Increases Between Reference Roll and Levy Roll | (G)<br>Total Assessed Value of Equalization Decreases Between Reference Roll and Levy Roll      | (H)<br>Net Equalization Changes (F-G)   | (I)<br>Change in Level of Assessment Factor (H/E)+1            |   |
| Homestead     | <b>0</b>   | <b>1,214,900</b>  | (1,214,900)   | 0.997318913  |   |
| Non-Homestead | <b>88,218</b>  | <b>169,911</b>  | (81,693)  | 0.999466170  |   |

SECTION II Computation of Portion Class Adjustment Factor add in NH spfr (O) *WY*

| Class         | (J)<br>Taxable Assessed Value on the Levy Roll | (K)<br>Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I) | (L)<br>Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment | (M)<br>Total Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L) | (N)<br>(Col E Base)<br>Taxable Assessed Value on the Reference Roll | (O)<br>Class Adjustment Factor (M/N) |
|---------------|--|--|--|--|---|--------------------------------------|
| Homestead     | 447,738,432                                    | 448,942,085  | 0  | 448,942,085  | 446,743,481   | 1.0049214                            |
| Non-Homestead | 152,276,342                                    | 152,357,675  | 10,656,355   | 163,014,030  | 159,615,161   | 1.0212941                            |
|               | <i>excl sp fr</i>                              |  |  |  | <i>incl sp fr</i>   |                                      |

SECTION III Computation of Adjusted Base Proportions

| Class         | (P)<br>Current Base Proportions | (Q)<br>Current Base Proportions Adjusted for Physical & Quantity Changes (P*O) | (R)<br>Adjusted Base Proportions (Q/Sum of Q) |
|---------------|---------------------------------|--|---|
| Homestead     | 55.5538                         | 55.8272  | 55.15442                                      |
| Non-Homestead | 44.4462                         | 45.3926  | 44.84558                                      |
|               | 100                             | 101.2199   | 100.00000                                     |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE BOARD OF REAL PROPERTY SERVICES**  
16 Sheridan Avenue, Albany, NY 12210-2714

Determination of Adjusted Base Proportions Pursuant to  
**Article 19, RPPL, for the 2024 Assessment Roll**

Approved Assessing Unit - TOWN OF ORANGETOWN

Check One to Identify Portion: County \_\_\_; City \_\_\_; Town \_\_\_; Village \_\_\_; Town Outside Village Area \_\_\_;  
School District ; Special District \_\_\_

Name of Portion - **NANUET SCHOOL DISTRICT**

**Reference Roll - 2023                      Levy Roll - 2024**

**SECTION I**                      Determination of Portion Class Net Change in Assessed Value due to Physical and Quantity  
Equalization Changes and Computation of Class Change in Level of Assessment Factor

| Class                      | (A)<br>Total Assessed<br>Value on the<br>Reference Roll   | (B)<br>Total Assessed<br>Value of Physical<br>& Quantity Increases<br>Between Reference<br>Roll & Levy Roll | (C)<br>Total Assessed<br>Value of Physical<br>& Quantity Decreases<br>Between Reference<br>Roll & Levy Roll | (D)<br>Net Assessed Value<br>of Physical<br>& Quantity Changes<br>(B-C) | (E)<br>Surviving Total<br>Assessed Value on<br>the Reference Roll<br>(A-C) |
|----------------------------|---|---|---|---|--|
| Homestead                  | 144,789,150   | 624,100   | 0   | 624,100   | 144,789,150  |
| Non-Homestead              | 119,194,799   | 0   | 0   | -   | 119,194,799  |
| <i>no sp fr -non-home-</i> |   |   |   |   |  |
|                            | (F)<br>Total Assessed Value<br>of Equalization Increases<br>Between Reference Roll<br>and Levy Roll | (G)<br>Total Assessed Value<br>of Equalization Decreases<br>Between Reference Roll<br>and Levy Roll         | (H)<br>Net<br>Equalization Changes<br>(F-G)   | (I)<br>Change in Level of<br>Assessment Factor<br>(H/E)+1               |  |
| Homestead                  | 0   | 7,000   | (7,000)   | 0.999951654   |  |
| Non-Homestead              | 52,666  | 655   | 52,011  | 1.000436353   |  |

SECTION II Computation of Portion Class Adjustment Factor *HAH*

|               | (J)                                     | (K)   | (L)   | (M)   | (N)               | (O)                           |
|---------------|---|---|---|---|-------------------|-------------------------------|
| Class         | Taxable Assessed Value on the Levy Roll | Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (J/I) | Assessed Value of Special Franchise on the Roll at the Reference Roll Level of Assessment | Total Taxable Assessed Value on Levy Roll at Reference Roll Level of Assessment (K + L) | (Col E Base)      | Class Adjustment Factor (M/N) |
| Homestead     | 143,608,312                             | 143,615,255   | 0   | 143,615,255   | 142,236,217       | 1.0096954                     |
| Non-Homestead | 69,246,810                              | 69,216,607  | 5,429,697   | 74,646,304  | 74,032,309        | 1.0082936                     |
|               | <i>excl sp fr</i>                       |   |   |   | <i>incl sp fr</i> |                               |

SECTION III Computation of Adjusted Base Proportions

| Class         | (P)                      | (Q)   | (R)                                    |
|---------------|--------------------------|---|--|
| Class         | Current Base Proportions | Current Base Proportions Adjusted for Physical & Quantity Changes (P*O) | Adjusted Base Proportions (Q/Sum of Q) |
| Homestead     | 31.3981                  | 31.7025   | 31.42803                               |
| Non-Homestead | 68.6019                  | 69.1709   | 68.57197                               |
|               | 100                      | 100.8734  | 100.00000                              |

I, the Clerk of the Legislative Body of the approved assessing unit identified above, hereby certify that the legislative body determined on \_\_\_\_\_ (specify date) the adjusted base proportions and the data, procedures and computation used to determine the adjusted base proportions as set forth herein for the assessment roll and portion identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WARRANT**

---

| <b>Warrant Reference</b>              | <b>Warrant #</b> | <b>Amount</b>   |                              |
|---------------------------------------|------------------|-----------------|------------------------------|
| Approved for payment in the amount of |                  |                 |                              |
|                                       | 070324           | \$ 114,609.14   | utilities                    |
|                                       | 071124           | \$ 100,000.00   | Olson Center Purchase        |
|                                       | 071024           | \$ 1,078,803.83 | utilities, hlth ins, postage |
|                                       | 072324           | \$ 528,037.65   |                              |
|                                       |                  | \$ 1,821,450.62 |                              |

The above listed claims are approved and ordered paid from the appropriations indicated.

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

---

Councilman Daniel Sullivan

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Councilman Brian Donohue

---

Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 07/18/24  
**CC:** DEPARTMENT HEADS



---

The audit for the Town Board Meeting of 07/23/2024 consists of 4 warrants for a total of \$1,821,450.62.

The first warrant had 14 vouchers for \$114,609 and was for utilities.

The second warrant had 1 vouchers for \$100,000 and was for down payment on Olson property.

The third warrant had 33 vouchers for \$1,078,803 and had the following items of interest.

1. NYS Dept. of Civil Service (p2) - \$1,046,227 for health care benefits.

The fourth warrant had 137 vouchers for \$528,037 and had the following items of interest.

1. Calgi (p10) - \$109,818 for construction manager services.
2. Candle (p11) - \$12,500 for substance abuse program.
3. Commissioner of Taxation & Finance (p12) - \$13,643 for worker's comp board.
4. Cotter, Michael (p13) - \$9,075 for title searches.
5. Crown, Castle Fiber (p14) - \$13,497 for connectivity.
6. Federal Eastern International (p16) - \$17,879 for Police equipment.
7. Global Montello (p21) - \$38,112 for fuel.
8. Goosetown Enterprises (p22) - \$8,017 for Police equipment leases.
9. Holland Co. (p24) - \$5,052 for sewer chemicals.
10. Keane & Beane (p27) - \$7,919 for outside counsel.
11. Kuehne Chemical Co. (p28) - \$7,427 for sewer chemicals.
12. Longo Electrical-Mechanical (p29) - \$17,980 for sewer pump station repairs.

13. NYPA (p31) - \$21,278 for streetlight project.
14. PKF O'Conner Davies (p34) - \$30,750 for audit services.
15. Precision Sidewalks (p35) - \$29,000 for sidewalk cutting.
16. Savatree (p36) – \$12,474 for tree removal.
17. State Comptroller (p39) - \$38,132 for Justice fines.
18. Vad Construction (p44) - \$10,117 for Villa Dr. culvert project.
19. Virtuit Systems (p44) - \$8,750 for IT consulting services.
20. Zarin & Steinmetz (p47) - \$5,253 for outside counsel.

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

Jeffrey W. Bencik, CFA  
845-359-5100 x2204