

## Meeting Agenda

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Redevelopment Commission is held at Mangerum City Hall, 222 North Chauncey Avenue, West Lafayette, IN 47906. Comments can be submitted to the Clerk's office emailing [clerk@westlafayette.in.gov](mailto:clerk@westlafayette.in.gov).

This meeting will be conducted in-person and electronically via Microsoft Teams Access.

Meeting Link: [Click Here](#)

Join by phone: +1 574 367 5293, Phone conference ID: 777 171 950#

1. Administrative Items
  - a. Pledge of Allegiance
  - b. Roll Call
2. Old Business
  - a. Approval of Minutes - June 18, 2025  
**Documents:**
    - [RDC Minutes - June 18, 2025](#)
  - b. Project Updates
  - c. Owner's Representative
  - d. Resolution RC 2024-21 - Confirmatory Resolution - KCB Redevelopment Plan - Development  
**Documents:**
    - [Resolution RC 2024-21 - Confirmatory Resolution - KCB Redevelopment Plan](#)
    - [Informational - Resolution No. 24-2024 - Declaratory Resolution - City Council](#)
    - [Informational - Resolution APC 2024-09 - Declaratory Resolution - APC](#)
    - [Informational - Resolution RC 2024-16 - Declaratory Resolution - RDC](#)
  - e. Joint Board Update
  - f. Memorandum of Understanding - Trinitas Ventures - The District at Tapawingo -

Development

**Documents:**

- [MOU - Trinitas Tapawingo Infrastructure Reimbursement - Development](#)

g. Other

3. New Business

a. Financial Schedule - July 16, 2025

**Documents:**

- [RDC 2025 Spending Plan](#)
- [RDC 2025 Spending Plan Addendum](#)
- [RDC Purchasing Policy](#)

b. Conflict of Interest Disclosure - Kristen Edmundson

**Documents:**

- [Conflict of Interest Disclosure - Kristen Edmundson](#)

c. Bid Acceptance - Reconstruction and Widening of McCormick Road - Engineering

**Documents:**

- [Memo - Reconstruction & Widening of McCormick Road](#)
- [Agreement - McCormick Road Detail Design - VS Engineering](#)

d. Request For Quotes - Arbor Chase Curb Repairs - Engineering

**Documents:**

- [Memo - Arbor Chase Curb Repairs - Request For Quotes](#)

e. Resolution RC 2025-11 - A Resolution Requesting the Transfer of Funds

**Documents:**

- [Memo - Resolution 2025-11](#)
- [Resolution 2025-11](#)

f. Change Order: Tree Nursery Deer Fence - Parks

**Documents:**

- [Memo - Tree Nursery Deer Fence Gates](#)
- [Estimate - Tree Nursery Deer Fence Gates](#)

g. Purchase Acceptance - Tree Nursery - Tiny Purchases - Parks

**Documents:**

- [MEMO- Tree Nursery Tiny Purchases](#)

h. Agreement Acceptance - Street Lighting Engineering Services - Development

**Documents:**

- [Memo - Street Lighting Design Agreement - Development](#)
- [Agreement - Street Lighting Indian Trail Drive - Development](#)

- [Agreement - Street Lighting Robinson Street - Development](#)
- i. Quotation Acceptance - Wintek Virtual Server Infrastructure - Technology  
**Documents:**
  - [Memo - Virtual Server Infrastructure](#)
  - [Quotation - Virtual Server Infrastructure - Wintek](#)
- j. Request to Enter Scoping Period - West Lafayette Fire Station 3 - Fire Department
- k. Purchase Agreement - Fire Truck - The Sutphen Corporation - Fire  
**Documents:**
  - [Memo - Sutphen Fire Engine Purchase](#)
  - [Quote - Sutphen Fire Engine Purchase](#)
  - [Sourcewell Contract - Sutphen Fire Engine Purchase](#)
- l. Quotation Acceptance - Knox Boxes - Fire  
**Documents:**
  - [Memo - Knox Box Purchase](#)
  - [Quote - Knox Box Purchase](#)
  - [Sole Source Letter - Knox](#)
- m. Quotation Acceptance - EMS Manikins - Fire  
**Documents:**
  - [Memo - EMS Manikins](#)
  - [Quote - EMS Manikins](#)
  - [Sourcewell Contract - Laerdal](#)
- n. Appraisal Approval - 2016 N. Salisbury Street - Housing Department  
**Documents:**
  - [Memo - Appraisal Approval - 2016 N. Salisbury Street - Housing](#)
- o. Purchase Agreement - 2016 N. Salisbury Street - Housing Department  
**Documents:**
  - [Memo - Purchase Agreement - 2016 N. Salisbury Street - Housing](#)
  - [Purchase Agreement - Sales Disclosure - Lead Based Paint Disclosure - As is](#)
- p. Approval of Claims - July 16, 2025
- q. Ratification of Claims - July 16, 2025  
**Documents:**
  - [Ratification of Claims - July 16, 2025](#)
- 4. Informational
  - a. Interconnection Agreement - Solar IRA Initiative - Fire Station 3 - Duke Energy

**Documents:**

- [Interconnection Agreement - Solar IRA Initiative - Fire Station 3 - Duke Energy](#)

5.

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**Public Comment**

6.

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**Adjournment**

Next Meeting Date:

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**Appointing Authority Disclosure:**

<https://www.westlafayette.in.gov/government/boards-and-commissions/redevelopment-commission>



**MEETING MINUTES**  
**WEST LAFAYETTE REDEVELOPMENT COMMISSION**  
**Margerum City Hall, Council Chambers**

**June 18, 2025 at 8:30 AM**

The meeting was called to order at 8:30 AM.

**Administrative Items**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**Roll Call**

Commissioner Edmundson called the roll, and a quorum was met.

Present: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Amy Austin, Arnold Chen, Holly Keckler

Absent: None

Also Present: Patrick Jones (Legal Counsel), Peter Gray (Commission Treasurer)

**Old Business:**

**Approval of May 21, 2025 Meeting Minutes**

Commissioner Clase moved to approve the minutes from May 21, 2025. Commissioner Edmundson seconded.

The meeting minutes were approved by a voice vote of 5-0-0 (Aye-Nay-Abstention).

**Project Updates**

There were no project updates at this time.

**Owners Representative**

Scott Senefeld, Veridus Representative, shared project updates.

**West Lafayette Public Safety Project**

- May 14:
  - Kettelhut Construction bid the project to subcontractors, vendors, and suppliers.
  - The Steering Committee and Veridus met with Kettelhut to review the initial bid results.
  - A Draft GMP was established. Continued vetting of the bid results by Kettelhut identified opportunities for additional improvement.
- May 30:
  - Veridus updated the Project Budget using the vetted results.
  - The revised Draft GMP was found to fall within the target budget.

- June 6:
  - After the City's review of the final project scope, Veridus submitted the GMP and final budget along with a recommendation for approval.
  - (Further discussion scheduled for later this morning.)
- Schedule:
  - If the RDC approves the budget today, the Construction Manager is targeted to mobilize **June 30, 2025**.
    - Mobilization includes establishing construction limits, installing perimeter fencing, placing temporary facilities, and preparing for construction activities.
  - A groundbreaking ceremony will follow, coordinated by the City, Kettelhut, and Veridus. Further announcement to follow this morning

### **Cason Family Park Project**

- The Developer and Contractor are working on closing out all remaining punch list items.
  - Some site work still requires drying out; recent rain has delayed this process.
- Additional closeout work is scheduled to occur later in the season.
  - Portions of the site may be temporarily closed as needed.
  - All closures will be scheduled in coordination with City Development and clearly signed on site

### **Resolution RC 2024-21: Confirmatory Resolution – KCB Redevelopment Plan - Development**

Commissioner Clase moved to table Resolution RC 2024-21. Commissioner Edmundson seconded.

The motion to table Resolution RC 2024-21 was approved with a voice vote of 5-0-0.

### **Other**

No other items.

### **New Business: Financial Schedules**

Peter Gray, Commission Treasurer, presented the financial schedules.

### **Bid Acceptance: McCormick Road Redesign - Engineering**

Commissioner Edmundson Recused herself prior to the bid acceptance.

Natalia Bartos, City Engineer, requested that the bid acceptance be tabled until the July meeting. Commissioner Clase moved to table the acceptance, Commissioner Chen seconded. The motion to table the McCormick Road Redesign Bid Acceptance was approved with a voice vote of 4-0-0.

Commissioner Edmundson returned following the voice vote.

### **Resolution RC 2025-08 – Reallocation of Project Funds Across TIF Districts - Finance**

Jen Van Schuyver, Director of Development, shared a resolution to reallocate projects. Van Schuyver explained that the McCormick Road Redevelopment price point was above what was expected, and the reallocation of project funds allows the RDC to fund the project.

Commissioner Clase made a motion to approve Resolution RC 2025-08. Commissioner Chen seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion to approve Resolution RC 2025-08 was approved with a roll call vote of 5-0-0.

### **Approval: Guaranteed Maximum Price – Public Safety Center - Development**

Jen Van Schuyver, Director of Development, shared that Kettelhut Construction in acting as the Construction Manager as constructor (CMc) have completed the bidding process and presented a final maximum price for the West Lafayette Public Safety Center that is not to exceed \$62,282,014. The total anticipated price of the project is currently estimated at \$73,000,000. Commissioner Oates went into detail on how the Construction Manager as constructor process and the bonding process for the project. Included in this agreement is a final contract amount with DLZ, the architect of the Public Safety Center, for an amount not to exceed \$5,824,299.85.

Commissioner Clase moved to accept the agreement between DLZ and the RDC for an amount not to exceed \$5,824,299.85. Commissioner Edmundson seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion to accept the agreement was approved with a roll call vote of 5-0-0.

Commissioner Clase moved to accept the Public Safety Center guaranteed maximum price of \$62,282,014. Commissioner Edmundson seconded.

Commissioner Chen requested information about what is included in a guaranteed maximum price. Scott Senefeld shared that all known costs are included in the GMP, but unforeseen conditions do occur and then change orders are necessary.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion to accept the guaranteed maximum price was approved with a roll call vote of 5-0-0.

#### **Change order: Cason Family Park CO #2 – Owner’s Representative - Development**

Jen Van Schuyver, Director of Development, requested the approval of change order number 2 for Cason Family Park. This change order includes payment to GM Development for \$102,993, a payment to ADA consulting of Indiana for \$3,410, and a payment to Dunkle Custom Build for \$35,039.75. The total change order is not to exceed \$141,442.75. Van Schuyver shared that a third change order is expected for the project.

Commissioner Clase moved to approve change order 2 for the Cason Family Park for an amount not to exceed \$141,442.75. Commissioner Edmundson seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

Cason Family Park Number 2 was passed with a roll call vote of 5-0-0.

#### **Change Order – Chauncey Plaza – Owner’s Representative - Development**

Jen Van Schuyver, Director of Development, shared a change order to replace failing concrete on the Chauncey Plaza project. The change order amount is not to exceed \$70,393 to be paid to WINCO Construction Company for the removal and replacement of colored concrete as part of warranty work for the Chauncey Avenue Plaza BOT. Commissioner Chen asked how such issues would “slip through” the process of construction. Scott Senefeld shared that issues such as this take time to develop, and information was determined following testing. Senefeld also shared that certain concrete pours were not found to meet specifications.

Commissioner Clase moved to approve the change order for the Chauncey Avenue Plaza BOT. Commissioner Edmundson seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion was approved with a roll call vote of 5-0-0.

### **Memorandum of Understanding: Trinitas Ventures – The District at Tapawingo - Development**

Mark Becker with the Trinitas Group shared a presentation regarding the District at Tapawingo, a proposed allocation area within the Tapawingo TIF District. Van Schuyver shared that a memorandum of understanding for this project has not been completed yet.

### **Resolution RC 2025-09 – Declaratory Resolution – Trinitas Allocation Areas**

Rich Starkey, legal consultant with Barnes and Thornburg, explained in detail how the two Trinitas Allocation Areas would work within the TIF District. This would include how a bonding process for a developer would work within the TIF district, and how the allocation areas are a safety measure to ensure TIF dollars are spent responsibly.

Commission Clase moved to accept Declaratory Resolution RC 2025-09, Commissioner Edmundson seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion was approved with a roll call vote of 5-0-0

### **Memorandum of Understanding Addendum – West Lafayette Public Library – Solar IRA Initiative - Development**

Jen Van Schuyver, Director of Development, requested that an addendum be attached to the Memorandum of Understanding with the West Lafayette Public Library. This states that the RDC will own the solar panels installed on the West Lafayette Public Library for the next 5 years to ensure a tax benefit on the project.

Commissioner Clase moved to accept the addendum to the Memorandum of Understanding with the West Lafayette Public Library. Commissioner Edmundson seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion was approved with a roll call vote of 5-0-0

### **Resolution RC 2025-10 – TIF Infrastructure Reimbursement Guidelines - Development**

Jenifer Van Schuyver, Director of Development, shared the formal incentive policies for TIF reimbursement. These are formalized guidelines for developers that have informally been in place for years.

Commissioner Clase moved to approve Resolution RC 2025-10. Commissioner Edmundson seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The memorandum of understanding was passed with a roll call vote of 5-0-0.

### **Agreement: Axon Enterprise, Inc. - Police**

Chief Adam Ferguson, Police Department, requested the approval of an agreement with Axon Enterprise, Inc to provide the police department with 55 new body worn cameras, 45 new in-car camera systems, 50 new taser 10 less lethal devices, 2 new VR training headsets, as well as access to Axon's new digital evidence management platform and suite of Artificial Intelligence products. The agreement will be paid from 2026-2030, with \$50,000 in funds paid out of the West Lafayette Police Department general fund from 2025. The amount the Redevelopment Commission will pay towards the project is \$1,818,801.30. Chief Ferguson shared some of the technological advancements that Axon is providing, including body cameras that include automatic translation technology. Commissioner Chen asked regarding the ownership of all data – Chief Ferguson shared that all collected data is owned by the West Lafayette Police Department.

Commissioner Clase moved to approve the agreement between the Redevelopment Commission and Axon Enterprises for an amount not to exceed \$1,818,801.30. Commissioner Edmundson seconded.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The agreement was accepted with a roll call vote of 5-0-0.

### **Approval of Claims**

#### **Levee/Village TIF Claims—6/18/25**

**\$3,335,498.83**

Commissioner Clase moved to approve and pay the Levee/Village TIF claims for the total amount of \$3,335,498.83. Seconded by Commissioner Edmundson.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion to approve and pay the Levee/Village TIF claims for the total amount of \$3,335,498.83 passed with a roll call vote of 5-0-0.

#### **Sagamore Parkway TIF Claims—6/18/25**

**\$289,740.50**

Commissioner Clase moved to approve and pay the KCB TIF claims for the total amount of \$289,740.50. Seconded by Commissioner Edmundson.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion to approve and pay the KCB TIF claims for the total amount of \$289,740.50 passed with a roll call vote of 5-0-0.

### **KCB TIF Claims—6/18/25**

**\$1,360,440.60**

Commissioner Clase moved to approve and pay the KCB TIF claims for the total amount of \$1,360,440.60. Seconded by Commissioner Edmundson.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion to approve and pay the KCB TIF claims for the total amount of \$1,360,440.60 passed with a roll call vote of 5-0-0.

### **231 North TIF Claims—6/18/25**

**\$77,066.87**

Commissioner Clase moved to approve and pay the 231 North TIF claims for the total amount of \$77,066.87. Seconded by Commissioner Edmundson.

The roll call vote:

Aye: Lawrence Oates, Darrell Clase, Kristen Edmundson, Stacey Burr, Arnold Chen

Nay: none

Abstention: none

The motion to approve and pay the 231 North TIF claims for the total amount of \$77,066.87 passed with a roll call vote of 5-0-0.

### **Informational**

There were no informational items on the agenda.

### **Public Comment**

Christopher DeMarco shared that he was a witness to the bodycam translation technology that Chief Ferguson presented. He shared that the technology worked very well.

### **Commissioner Comment**

No Commissioner Comment given.

## Adjourn

Commissioner Clase moved to adjourn. Commissioner Edmundson seconded. The meeting adjourned at 10:29 AM.

Next Meeting Date: Wednesday, July 16, 2025, at 8:30 AM Eastern.

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Kristen Edmundson, Secretary

Approved:

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Lawrence T. Oates, President



## RESOLUTION NO. RC 2024-21

### **RESOLUTION OF THE CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION CONFIRMING ITS RESOLUTION APPROVING AMENDMENTS TO A DECLARATORY RESOLUTION AND ECONOMIC DEVELOPMENT PLAN FOR THE KALBERER/CUMBERLAND/BLACKBIRD ECONOMIC DEVELOPMENT AREA**

WHEREAS, on November 20, 2024, the West Lafayette Redevelopment Commission (the “Commission”), being the governing body of the West Lafayette Department of Redevelopment, pursuant to IC 36-7-14 (the “Act”), approved and adopted its Resolution entitled “Resolution of the City of West Lafayette Redevelopment Commission Approving Amendments to a Declaratory Resolution and Economic Development Plan (the “Plan”) for the Kalberer/Cumberland/Blackbird Economic Development Area” (the “Declaratory Resolution”); and

WHEREAS, the Declaratory Resolution (i) deleted certain parcels described in Exhibit A of the Declaratory Resolution from the KCB Allocation Area and added such parcels to a newly created “Research Advancement District Allocation Area” (“RAD Allocation Area”) within the KCB Economic Development Area, (ii) added a parcel described in Exhibit B of the Declaratory Resolution to the KCB Economic Development Area to be contained within the RAD Allocation Area, (iii) deleted certain parcels described in Exhibit C of the Declaratory Resolution from the KCB Economic Development Area and the KCB Allocation Area which are intended to become parcels under a State Innovation Development District, and (iv) deleted certain parcels described in Exhibit D of the Declaratory Resolution from the KCB Economic Development Area and the KCB Allocation Area that are presently residential parcels (subparagraphs (i) – (iv) collectively, the “KCB Amendments”); and

WHEREAS, the Tippecanoe County Area Plan Commission (the “Plan Commission”) adopted its resolution constituting the written order of the Plan Commission approving the Declaratory Resolution and Plan; and

WHEREAS, pursuant to Sections 17 of the Act, the Common Council of the City approved, ratified and confirmed the Declaratory Resolution and Plan; and

WHEREAS, pursuant to Section 17 of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Declaratory Resolution and Plan and filed a copy of said Notice in the offices of all departments, bodies or officers of the City having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits; and

WHEREAS, pursuant to Section 17 of the Act, the Commission also filed with each taxing unit located wholly or partially within the KCB Economic Development Area a copy of the Notice of Public Hearing and a statement disclosing the impact of the area; and

WHEREAS, at the hearing held by the Commission on December 18, 2024, at 8:30 a.m., local time, at the Council Chambers at City Hall, 222 N. Chauncey Ave., West Lafayette, Indiana, the Commission heard all persons interested in the proceedings and considered written remonstrances and objections, if any; and

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed KCB Amendments and Plan and confirming the Declaratory Resolution, in accordance with Section 17 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the West Lafayette Redevelopment Commission, governing body of the West Lafayette Department of Redevelopment, as follows:

1. After considering the evidence presented at the hearing on the 18<sup>th</sup> day of December, 2024, the Commission hereby confirms the findings and determinations, designations and approving and adopting actions contained in the Declaratory Resolution.

2. The Commission hereby finds and determines that it will be of public utility and benefit to proceed with the KCB Amendments in the form approved by the Commission in the Declaratory Resolution.

3. The Declaratory Resolution is hereby confirmed.

4. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed KCB Amendments and confirming the Declaratory Resolution pertaining to the KCB Economic Development Area.

5. The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Section 17(d) of the Act.

Adopted the 18<sup>th</sup> day of December, 2024.

CITY OF WEST LAFAYETTE  
REDEVELOPMENT COMMISSION

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Submitted by Department of Development

**RESOLUTION NO. 24-2024**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, APPROVING CERTAIN MATTERS IN CONNECTION WITH APPROVING AMENDMENTS TO A DECLARATORY RESOLUTION AND ECONOMIC DEVELOPMENT PLAN FOR THE KALBERER/CUMBERLAND/BLACKBIRD ECONOMIC DEVELOPMENT AREA**

WHEREAS, the City of West Lafayette Redevelopment Commission (the “Commission”), governing body of the City of West Lafayette Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended (the “Act”), has heretofore adopted a declaratory resolution (as subsequently confirmed and amended, the “Declaratory Resolution”) designating an area known as the Kalberer/Cumberland/Blackbird Economic Development Area (the “KCB Economic Development Area”) as a redevelopment area pursuant to the Act, establishing an allocation area in the KCB Economic Development Area known as the “Kalberer/Cumberland/Blackbird Allocation Area” (the “KCB Allocation Area”) pursuant to the Act, and approving an economic development plan for the KCB Economic Development Area (as previously adopted and amended, the “KCB Plan”); and

WHEREAS, the Declaratory Resolution amended the Declaratory Resolution and the KCB Plan by (i) deleting certain parcels described in Exhibit A attached to the Declaratory Resolution from the KCB Allocation Area and adding such parcels to a newly created “Research Advancement District Allocation Area” (the “RAD Allocation Area”) within the KCB Economic Development Area, (ii) adding a parcel described in Exhibit B attached to the Declaratory Resolution to the KCB Economic Development Area to be contained within the RAD Allocation Area, (iii) deleting certain parcels described in Exhibit C attached to the Declaratory Resolution from the KCB Economic Development Area and the KCB Allocation Area which are intended to become parcels under a State Innovation Development District, and (iv) deleting certain parcels described in Exhibit D attached to the Declaratory Resolution from the KCB Economic Development Area and the KCB Allocation Area that are presently residential parcels (subparagraphs (i) – (iv) collectively, the “KCB Amendments”);; and

WHEREAS, the Area Plan Commission for Tippecanoe County, on November 20, 2024, approved and adopted its Resolution (the “Plan Commission Order”), determining that the Declaratory Resolution conforms to the plan of development for the City of West Lafayette, Indiana (the “City”) and approving the Declaratory Resolution.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Lafayette, Indiana, as follows:

1. Pursuant to Section 16(a) and (b) of the Act, the Common Council of the City (the “Council”) determines that the Declaratory Resolution conforms to the plan of development for the City, and approves in all respects, the KCB Amendments and the Plan Commission Order.


2. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor of the City as required by law.

INTRODUCED ON FIRST AND ONLY READING ON THE 2 DAY OF December 2024.


MOTION TO ADOPT MADE BY COUNCILOR Blanco AND SECONDED BY COUNCILOR Lee.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE 2 DAY OF December 2024, HAVING BEEN PASSED BY A VOTE OF 6 IN FAVOR AND 1 OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bellisario			✓	
Blanco	✓			
Burr	✓			
Dennis			✓	
Lee	✓			
Leverenz	✓			
Parker	✓			
Sanders		✓		
Veidemanis	✓			

  
Larry J. Leverenz, Presiding Officer

Attest:

  
Sana G. Booker, Clerk



PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE 3 DAY OF December 2024.

  
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE 3 DAY OF December 2024.

  
Erin R. Easter, Mayor

Attest:

  
Sana G. Booker, Clerk



## RESOLUTION NO. 2024-09

### RESOLUTION OF THE TIPPECANOE COUNTY AREA PLAN COMMISSION DETERMINING THAT A RESOLUTION ADOPTED BY THE CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION CONFORM TO THE PLAN OF DEVELOPMENT FOR TIPPECANOE COUNTY AND THE CITY OF WEST LAFAYETTE AND APPROVING THE RESOLUTION

WHEREAS, the Tippecanoe County Area Plan Commission (the "Plan Commission") is the body charged with the duty of developing a general plan of development for Tippecanoe County, Indiana and the City of West Lafayette (the "City"); and

WHEREAS, the City of West Lafayette Redevelopment Commission (the "Redevelopment Commission") has, pursuant to Indiana Code 36-7-14, as amended (the "Act"), adopted its Declaratory Resolution RC 2024-16 on November 20, 2024 (the "Declaratory Resolution"), modifying the area known as the "Kalberer/Cumberland/Blackbird (KCB) Economic Development Area", specifically by (i) deleting certain parcels described in Exhibit A attached hereto (the "KCB Parcels") from the KCB Allocation Area and adding such parcels to a newly created "Research Advancement District Allocation Area" (the "RAD Allocation Area") within the KCB Economic Development Area, (ii) adding a parcel described in Exhibit B attached hereto to the KCB Economic Development Area to be contained within the RAD Allocation Area (the "Expansion Area"), (iii) deleting certain parcels described in Exhibit C attached hereto from the KCB Economic Development Area and the KCB Allocation Area which are intended to become parcels under a State Innovation Development District ("IDD"), and (iv) deleting certain parcels described in Exhibit D attached hereto from the KCB Economic Development Area and the KCB Allocation Area that are presently residential parcels (subparagraphs (i) – (iv) collectively, the "KCB Amendments"); and

WHEREAS, the Redevelopment Commission has submitted the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments to the Plan Commission for approval pursuant to the provisions of Section 16 of the Act, which Declaratory Resolution and Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments are attached hereto and made a part hereof; and

WHEREAS, in determining the location and extent of the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments, the Plan Commission has determined that no residents of the City will be displaced by the proposed development thereof; and

WHEREAS, the Plan Commission has reviewed the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments and determined that they conform to the plan of development for the City, and now desires

to approve the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments.

NOW, THEREFORE, BE IT RESOLVED BY TIPPECANOE COUNTY AREA PLAN COMMISSION, THAT:

1. The Plan Commission hereby finds and determines that the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments conform to the plan of development for the City.

2. The Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments are hereby approved.

3. This Resolution hereby constitutes the written order of the Plan Commission approving the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments pursuant to Section 16 of the Act.


4. The Secretary is hereby directed to file a copy of the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments with the minutes of this meeting.

SO RESOLVED BY TIPPECANOE COUNTY AREA PLAN COMMISSION this 20<sup>th</sup> day of November, 2024.

TIPPECANOE COUNTY AREA PLAN  
COMMISSION

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

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**RESOLUTION 2024-09**

**KALBERER/Cumberland/Blackbird (KCB) EDA Amendments -  
Expansion and Research Advancement District (RAD) Allocation Area**

**STAFF REPORT  
November 20, 2024**

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**Resolution 2024-09 Kalberer/Cumberland/Blackbird (KCB) EDA Amendments -  
Expansion and Research Advancement District (RAD) Allocation Area**

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**Staff Report  
November 20, 2024**

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This proposal seeks to amend the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area, Allocation Area, and Redevelopment Plan by adding and deleting certain parcels to and from the Redevelopment and Allocation Areas, and by establishing one new Allocation Area.

The proposed new Allocation Area, which would be drawn from the existing Kalberer/Cumberland/Blackbird (KCB) Allocation Area, to include the Research Advancement District, is shown graphically on Exhibit E of this report.

For its part in the process, the Area Plan Commission is tasked with determining whether the resolution and plan conform to *The Comprehensive Plan*, and then issuing a written order approving or disapproving the Redevelopment Commission's resolution and plan.

#### **DESCRIPTION**

The proposed economic development expansion area consists of 14 contiguous parcels along the northern most edge of the City of West Lafayette, as shown on the map included in this report. The proposed expansion area is intended to facilitate the development along Yeager Road (N 100 W) from Kalberer Road north to the West Lafayette city limits. This additional allocation area is expected to build critical infrastructure as the city realizes its economic commitment to a chips packaging plant going along-side the northern most edge of the city

Preliminary engineering and design considerations for an east west connector road are in the beginning stages as are other quality of life initiatives such as sidewalks, trails, and early childhood education considerations.

The economic allocation area also anticipates the removal of 77 contiguous residential parcels that were de-annexed from the city. Another 4 contiguous parcels are anticipated to be removed in preparation for an Innovation Development District (IDD) by the State of Indiana.

#### **COMPREHENSIVE PLAN**

A portion of the existing Kalberer/Cumberland/Blackbird (KCB) Allocation Area is located in the *US-231 Corridor Plan* adopted by the Area Plan Commission on April 18, 2018 and by the city (Resolution 2018-06) and one parcel is located in the *Wabash-Tippecanoe Townships Plan* adopted by the Area Plan Commission on March 20, 2024 and by the county (Resolution-2024-08-CM). The City voluntarily annexed two parcels on March 5, 2024 from the *Wabash-Tippecanoe Townships Plan*. One parcel is anticipated to be a part of the new Research Advancement District.

Current zoning has labeled the majority of the parcels in the new allocation area as Office Research (OR), Industrial (I3), or single-family residential (R1) and all parcels are owned by Purdue Research Foundation.

**STAFF RECOMMENDATION**

The proposed amendment fully conforms to the recommendations of the *Comprehensive Plan*, specifically, in this case, the *Wabash-Tippecanoe Townships Plan*. Therefore, staff recommends approval of this resolution.

**EXHIBIT A**  
**Parcels Removed from KCB Allocation Area and Added to New RAD Allocation Area**

**Parcel #**

79-06-01-200-019.000-034  
79-06-01-200-009.000-034  
79-06-01-200-001.000-034  
79-06-01-200-012.000-034  
79-06-01-200-010.000-034  
79-06-01-200-003.000-034\*  
79-06-01-200-002.000-034\*  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-07-06-100-002.000-034  
79-07-06-100-003.000-034

\*Parcels that are presently split between the RAD Allocation Area and the proposed State IDD

**EXHIBIT B**

**PARCEL NOT PRESENTLY IN A TIF AND ADDED TO KCB ECONOMIC  
DEVELOPMENT AREA AND RAD ALLOCATION AREA:**

**Parcel #**

79-02-36-400-001.000-023

## EXHIBIT C

### PARCELS TO BE REMOVED FROM THE KCB ECONOMIC DEVELOPMENT AREA TO BE UTILIZED BY THE STATE FOR AN IDD

**Parcel #:**

79-06-01-200-003.000-034  
79-02-36-400-033.000-034  
79-06-01-200-003.000-034\*  
79-06-01-200-002.000-034\*

\*Parcels that are presently split between the RAD Allocation Area and the proposed  
State IDD

## EXHIBIT D

### PARCELS TO BE REMOVED FROM THE KCB ECONOMIC DEVELOPMENT AREA THAT ARE RESIDENTIAL PARCELS

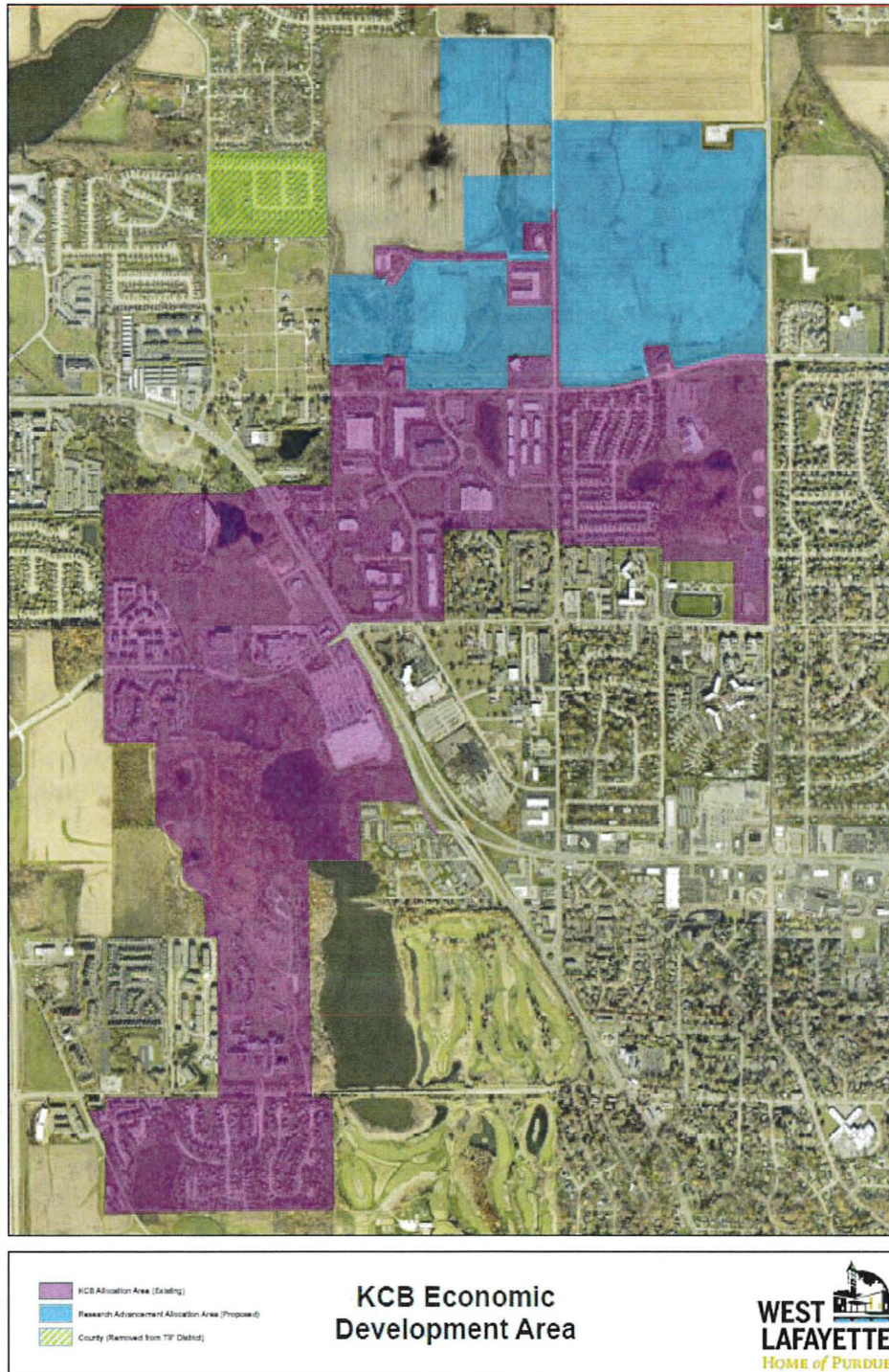
#### Parcel #

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79-06-01-127-033.000-023  
79-06-01-128-041.000-023

## EXHIBIT E

### MAP OF KCB ECONOMIC DEVELOPMENT AREA SHOWING KCB ALLOCATION AREA, RAD ALLOCATION AREA, AND PARCELS TO BE REMOVED FROM THE KCB ECONOMIC DEVELOPMENT AREA





**RESOLUTION NO. 2024-09**

**RESOLUTION OF THE TIPPECANOE COUNTY AREA PLAN COMMISSION  
DETERMINING THAT A RESOLUTION ADOPTED BY THE CITY OF WEST  
LAFAYETTE REDEVELOPMENT COMMISSION CONFORM TO THE PLAN OF  
DEVELOPMENT FOR TIPPECANOE COUNTY AND THE CITY OF WEST  
LAFAYETTE AND APPROVING THE RESOLUTION**

WHEREAS, the Tippecanoe County Area Plan Commission (the "Plan Commission") is the body charged with the duty of developing a general plan of development for Tippecanoe County, Indiana and the City of West Lafayette (the "City"); and

WHEREAS, the City of West Lafayette Redevelopment Commission (the "Redevelopment Commission") has, pursuant to Indiana Code 36-7-14, as amended (the "Act"), adopted its Declaratory Resolution RC 2024-16 on November 20, 2024 (the "Declaratory Resolution"), modifying the area known as the "Kalberer/Cumberland/Blackbird (KCB) Economic Development Area", specifically by (i) deleting certain parcels described in Exhibit A attached hereto (the "KCB Parcels") from the KCB Allocation Area and adding such parcels to a newly created "Research Advancement District Allocation Area" (the "RAD Allocation Area") within the KCB Economic Development Area, (ii) adding a parcel described in Exhibit B attached hereto to the KCB Economic Development Area to be contained within the RAD Allocation Area (the "Expansion Area"), (iii) deleting certain parcels described in Exhibit C attached hereto from the KCB Economic Development Area and the KCB Allocation Area which are intended to become parcels under a State Innovation Development District ("IDD"), and (iv) deleting certain parcels described in Exhibit D attached hereto from the KCB Economic Development Area and the KCB Allocation Area that are presently residential parcels (subparagraphs (i) – (iv) collectively, the "KCB Amendments"); and

WHEREAS, the Redevelopment Commission has submitted the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments to the Plan Commission for approval pursuant to the provisions of Section 16 of the Act, which Declaratory Resolution and Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments are attached hereto and made a part hereof; and

WHEREAS, in determining the location and extent of the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments, the Plan Commission has determined that no residents of the City will be displaced by the proposed development thereof; and

WHEREAS, the Plan Commission has reviewed the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments and determined that they conform to the plan of development for the City, and now desires

to approve the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments.

NOW, THEREFORE, BE IT RESOLVED BY TIPPECANOE COUNTY AREA PLAN COMMISSION, THAT:

1. The Plan Commission hereby finds and determines that the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments conform to the plan of development for the City.

2. The Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments are hereby approved.

3. This Resolution hereby constitutes the written order of the Plan Commission approving the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments pursuant to Section 16 of the Act.

4. The Secretary is hereby directed to file a copy of the Declaratory Resolution and the Kalberer/Cumberland/Blackbird (KCB) Economic Development Area Amendments with the minutes of this meeting.

SO RESOLVED BY TIPPECANOE COUNTY AREA PLAN COMMISSION this 20<sup>th</sup> day of November, 2024.

TIPPECANOE COUNTY AREA PLAN  
COMMISSION

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**RESOLUTION NO. RC 2024-16**

**RESOLUTION OF THE CITY OF WEST LAFAYETTE REDEVELOPMENT  
COMMISSION APPROVING AMENDMENTS TO A DECLARATORY RESOLUTION  
AND ECONOMIC DEVELOPMENT PLAN FOR THE  
KALBERER/CUMBERLAND/BLACKBIRD ECONOMIC DEVELOPMENT AREA**

WHEREAS, the City of West Lafayette Redevelopment Commission (the "Commission"), governing body of the City of West Lafayette Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended (the "Act"), has heretofore adopted a declaratory resolution (as subsequently confirmed and amended, the "Declaratory Resolution") designating an area known as the Kalberer/Cumberland/Blackbird Economic Development Area (the "KCB Economic Development Area") as a redevelopment area pursuant to the Act, establishing an allocation area in the KCB Economic Development Area known as the "Kalberer/Cumberland/Blackbird Allocation Area" (the "KCB Allocation Area") pursuant to the Act, and approving an economic development plan for the KCB Economic Development Area (as previously adopted and amended, the "KCB Plan"); and

WHEREAS, pursuant to Sections 15-17.5 of the Act, the Commission desires to amend the Declaratory Resolution and the KCB Plan by (i) deleting certain parcels described in Exhibit A attached hereto (the "KCB Parcels") from the KCB Allocation Area and adding such parcels to a newly created "Research Advancement District Allocation Area" (the "RAD Allocation Area") within the KCB Economic Development Area, (ii) adding a parcel described in Exhibit B attached hereto to the KCB Economic Development Area to be contained within the RAD Allocation Area (the "Expansion Area"), (iii) deleting certain parcels described in Exhibit C attached hereto from the KCB Economic Development Area and the KCB Allocation Area which are intended to become parcels under a State Innovation Development District ("IDD"), and (iv) deleting certain parcels described in Exhibit D attached hereto from the KCB Economic Development Area and the KCB Allocation Area that are presently residential parcels (subparagraphs (i) – (iv) collectively, the "KCB Amendments"); and

WHEREAS, the proposed KCB Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, the Commission deems it advisable to apply the provisions of the Act to the KCB Plan; and

WHEREAS, Section 39 of the Act permits the creation of "allocation areas" to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION, GOVERNING BODY OF THE CITY OF WEST LAFAYETTE DEPARTMENT OF REDEVELOPMENT, AS FOLLOWS:

1. The KCB Amendments promote significant opportunities for the gainful employment of the citizens of the City, and meets other purposes of Section 15 of the Act, including without limitation, benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana, and serving to protect and increase property values in the City and the State.

2. The KCB Plan, as hereby amended, is hereby adopted as the economic development plans for the KCB Economic Development Area.

3. The KCB Amendments cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Section 15 of the Act.

4. The public health and welfare will be benefited by accomplishment of the KCB Amendments.

5. The accomplishment of the KCB Amendments will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The KCB Amendments conform to other development and redevelopment plans for the City.

7. The KCB Amendments do not contemplate the acquisition of property as a part of the economic development strategy, and the Department does not at this time propose to acquire any specific parcels of land or interests in land within the boundaries of the KCB Economic Development Area. If the Department proposes to acquire specific parcels of land, the required procedures for amending the KCB Plan under the Act will be followed, including notice by publication, notice to affected property owners and a public hearing.

8. The Commission finds that no residents of the KCB Economic Development Area or the City will be displaced by the project resulting from the KCB Amendments, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

9. The KCB Amendments are hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the KCB Amendments with the minutes of this meeting.

10. It will be of public utility and benefit to amend the KCB Plan by adopting the KCB Amendments. The Department will be permitted to engage in the activities necessary to assist, as needed, in the design of the Projects set forth in the KCB Amendments.

11. The Commission hereby finds and determines that the KCB Amendments are reasonable and appropriate when considered in relation to the original plan and the purposes of the Act, and that the KCB Plan, with the KCB Amendments, conforms to the comprehensive plan for the City.

12. To the extent the Projects in the KCB Amendments are to be constructed by entities other than the City, such Projects shall be further reviewed and approved by the Commission at such time preliminary designs for such Projects are available, with such approval not unreasonably withheld.

13. The KCB Parcels described in Exhibit A attached hereto and incorporated herein in the KCB Economic Development Area continue to be a part of the KCB Economic Development Area, but are hereby removed from the KCB Allocation Area and are hereby designated as a separate allocation area to be known as the "Research Advancement District Allocation Area" pursuant to Indiana Code 36-7-14-39 for purposes of the allocation and distribution of property taxes on real property for the purposes and in the manner provided by said Section.

14. Any property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the RAD Allocation Area shall be allocated and distributed as follows:

Except as otherwise provided in Indiana Code 36-7-14-39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in Indiana Code 36-7-14-39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the RAD Allocation Area that may be used by the economic development district to do one or more of the things specified in Indiana Code 36-7-14-39(b)(2), as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. This allocation provision shall expire on the later of twenty-five (25) years from the date of issuance of debt secured by the allocated property taxes, or at such time as no bonds payable from allocated property taxes are outstanding. The base assessment date of the RAD Allocation Area shall be January 1, 2024.

15. The Expansion Area described in Exhibit B attached hereto and incorporated herein is hereby incorporated into the KCB Economic Development Area and the RAD Allocation Area.

16. Based on a study of the KCB Economic Development Area and information provided by prospective developers related thereto, the Commission hereby specifically finds that the adoption of the allocation provision for the RAD Allocation Area as provided herein will result in new property taxes in the KCB Economic Development Area that would not have been generated but for the adoption of the allocation provision.

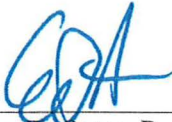
17. For ease of reference, attached hereto as Exhibit E is a map of the KCB Economic Development Area, together with outlines of the KCB Allocation Area, the RAD Allocation Area, and parcels to be removed from the KCB Economic Development Area, which also describes the parcels to be used for the IDD.


18. This Resolution, together with any supporting data, shall be submitted to the Tippecanoe County Area Plan Commission (the "Plan Commission") and the Common Council of the City (the "Common Council") as provided in the Act, and if approved by the Plan Commission and the Common Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

19. The officers of the Commission are hereby directed to make any and all required filings with the Indiana Department of Local Government Finance and the Tippecanoe County Auditor in connection with the KCB Amendments and the creation of the RAD Allocation Area.

Adopted this 20<sup>th</sup> day of November, 2024.

CITY OF WEST LAFAYETTE  
REDEVELOPMENT COMMISSION

BY:   
Lawrence T. Oates, President

ATTEST:  
  
Darrell Clase, Secretary

**EXHIBIT A**  
**Parcels Removed from KCB Allocation Area and Added to New RAD Allocation Area**

**Parcel #**

79-06-01-200-019.000-034  
79-06-01-200-009.000-034  
79-06-01-200-001.000-034  
79-06-01-200-012.000-034  
79-06-01-200-010.000-034  
79-06-01-200-003.000-034\*  
79-06-01-200-002.000-034\*  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-07-06-100-002.000-034  
79-07-06-100-003.000-034

\*Parcels that are presently split between the RAD Allocation Area and the proposed State IDD



**EXHIBIT B**

**PARCEL NOT PRESENTLY IN A TIF AND ADDED TO KCB ECONOMIC  
DEVELOPMENT AREA AND RAD ALLOCATION AREA:**

**Parcel #**

79-02-36-400-001.000-023

## EXHIBIT C

### PARCELS TO BE REMOVED FROM THE KCB ECONOMIC DEVELOPMENT AREA TO BE UTILIZED BY THE STATE FOR AN IDD

**Parcel #:**

79-06-01-200-003.000-034  
79-02-36-400-033.000-034  
79-06-01-200-003.000-034\*  
79-06-01-200-002.000-034\*

\*Parcels that are presently split between the RAD Allocation Area and the proposed State IDD

## EXHIBIT D

### PARCELS TO BE REMOVED FROM THE KCB ECONOMIC DEVELOPMENT AREA THAT ARE RESIDENTIAL PARCELS

#### Parcel #

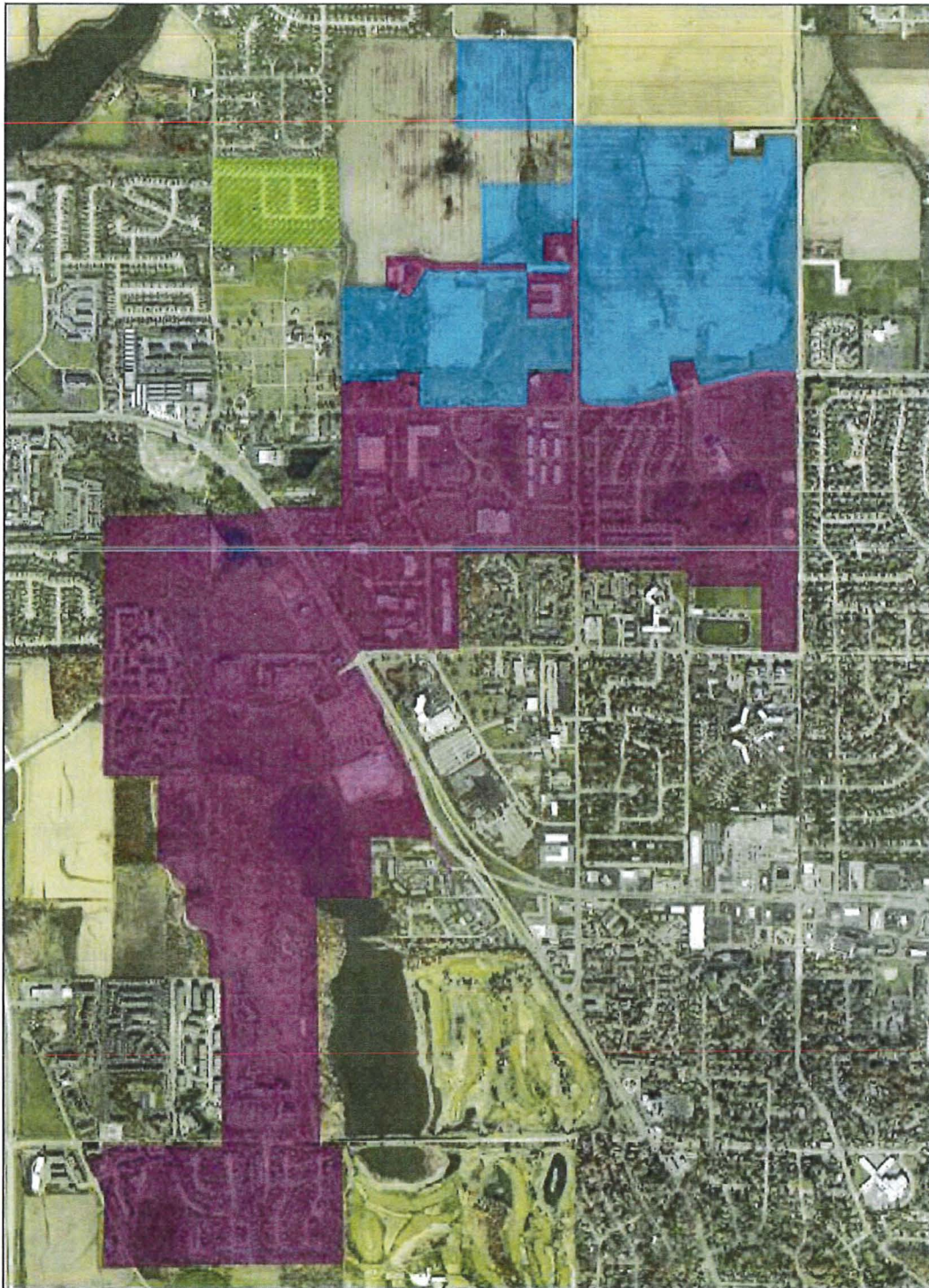
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79-06-01-127-034.000-023  
79-06-01-127-033.000-023  
79-06-01-128-041.000-023

**EXHIBIT E**

**[MAP OF KCB ECONOMIC DEVELOPMENT AREA SHOWING KCB ALLOCATION  
AREA, RAD ALLOCATION AREA, AND PARCELS TO BE REMOVED FROM THE  
KCB ECONOMIC DEVELOPMENT AREA]**





- KCB Allocation Area (Existing)
- Research Advancement Allocation Area (Proposed)
- County (Removed from TIF District)

## KCB Economic Development Area





**RESOLUTION NO. RC 2024-16**

**RESOLUTION OF THE CITY OF WEST LAFAYETTE REDEVELOPMENT  
COMMISSION APPROVING AMENDMENTS TO A DECLARATORY RESOLUTION  
AND ECONOMIC DEVELOPMENT PLAN FOR THE  
KALBERER/CUMBERLAND/BLACKBIRD ECONOMIC DEVELOPMENT AREA**

WHEREAS, the City of West Lafayette Redevelopment Commission (the "Commission"), governing body of the City of West Lafayette Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended (the "Act"), has heretofore adopted a declaratory resolution (as subsequently confirmed and amended, the "Declaratory Resolution") designating an area known as the Kalberer/Cumberland/Blackbird Economic Development Area (the "KCB Economic Development Area") as a redevelopment area pursuant to the Act, establishing an allocation area in the KCB Economic Development Area known as the "Kalberer/Cumberland/Blackbird Allocation Area" (the "KCB Allocation Area") pursuant to the Act, and approving an economic development plan for the KCB Economic Development Area (as previously adopted and amended, the "KCB Plan"); and

WHEREAS, pursuant to Sections 15-17.5 of the Act, the Commission desires to amend the Declaratory Resolution and the KCB Plan by (i) deleting certain parcels described in Exhibit A attached hereto (the "KCB Parcels") from the KCB Allocation Area and adding such parcels to a newly created "Research Advancement District Allocation Area" (the "RAD Allocation Area") within the KCB Economic Development Area, (ii) adding a parcel described in Exhibit B attached hereto to the KCB Economic Development Area to be contained within the RAD Allocation Area (the "Expansion Area"), (iii) deleting certain parcels described in Exhibit C attached hereto from the KCB Economic Development Area and the KCB Allocation Area which are intended to become parcels under a State Innovation Development District ("IDD"), and (iv) deleting certain parcels described in Exhibit D attached hereto from the KCB Economic Development Area and the KCB Allocation Area that are presently residential parcels (subparagraphs (i) – (iv) collectively, the "KCB Amendments"); and

WHEREAS, the proposed KCB Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, the Commission deems it advisable to apply the provisions of the Act to the KCB Plan; and

WHEREAS, Section 39 of the Act permits the creation of "allocation areas" to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST LAFAYETTE REDEVELOPMENT COMMISSION, GOVERNING BODY OF THE CITY OF WEST LAFAYETTE DEPARTMENT OF REDEVELOPMENT, AS FOLLOWS:

1. The KCB Amendments promote significant opportunities for the gainful employment of the citizens of the City, and meets other purposes of Section 15 of the Act, including without limitation, benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana, and serving to protect and increase property values in the City and the State.
2. The KCB Plan, as hereby amended, is hereby adopted as the economic development plans for the KCB Economic Development Area.
3. The KCB Amendments cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Section 15 of the Act.
4. The public health and welfare will be benefited by accomplishment of the KCB Amendments.
5. The accomplishment of the KCB Amendments will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.
6. The KCB Amendments conform to other development and redevelopment plans for the City.
7. The KCB Amendments do not contemplate the acquisition of property as a part of the economic development strategy, and the Department does not at this time propose to acquire any specific parcels of land or interests in land within the boundaries of the KCB Economic Development Area. If the Department proposes to acquire specific parcels of land, the required procedures for amending the KCB Plan under the Act will be followed, including notice by publication, notice to affected property owners and a public hearing.
8. The Commission finds that no residents of the KCB Economic Development Area or the City will be displaced by the project resulting from the KCB Amendments, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.
9. The KCB Amendments are hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the KCB Amendments with the minutes of this meeting.
10. It will be of public utility and benefit to amend the KCB Plan by adopting the KCB Amendments. The Department will be permitted to engage in the activities necessary to assist, as needed, in the design of the Projects set forth in the KCB Amendments.
11. The Commission hereby finds and determines that the KCB Amendments are reasonable and appropriate when considered in relation to the original plan and the purposes of the Act, and that the KCB Plan, with the KCB Amendments, conforms to the comprehensive plan for the City.



12. To the extent the Projects in the KCB Amendments are to be constructed by entities other than the City, such Projects shall be further reviewed and approved by the Commission at such time preliminary designs for such Projects are available, with such approval not unreasonably withheld.

13. The KCB Parcels described in Exhibit A attached hereto and incorporated herein in the KCB Economic Development Area continue to be a part of the KCB Economic Development Area, but are hereby removed from the KCB Allocation Area and are hereby designated as a separate allocation area to be known as the "Research Advancement District Allocation Area" pursuant to Indiana Code 36-7-14-39 for purposes of the allocation and distribution of property taxes on real property for the purposes and in the manner provided by said Section.

14. Any property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the RAD Allocation Area shall be allocated and distributed as follows:

Except as otherwise provided in Indiana Code 36-7-14-39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in Indiana Code 36-7-14-39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the RAD Allocation Area that may be used by the economic development district to do one or more of the things specified in Indiana Code 36-7-14-39(b)(2), as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. This allocation provision shall expire on the later of twenty-five (25) years from the date of issuance of debt secured by the allocated property taxes, or at such time as no bonds payable from allocated property taxes are outstanding. The base assessment date of the RAD Allocation Area shall be January 1, 2024.

15. The Expansion Area described in Exhibit B attached hereto and incorporated herein is hereby incorporated into the KCB Economic Development Area and the RAD Allocation Area.

16. Based on a study of the KCB Economic Development Area and information provided by prospective developers related thereto, the Commission hereby specifically finds that the adoption of the allocation provision for the RAD Allocation Area as provided herein will result in new property taxes in the KCB Economic Development Area that would not have been generated but for the adoption of the allocation provision.


17. For ease of reference, attached hereto as Exhibit E is a map of the KCB Economic Development Area, together with outlines of the KCB Allocation Area, the RAD Allocation Area, and parcels to be removed from the KCB Economic Development Area, which also describes the parcels to be used for the IDD.

18. This Resolution, together with any supporting data, shall be submitted to the Tippecanoe County Area Plan Commission (the "Plan Commission") and the Common Council of the City (the "Common Council") as provided in the Act, and if approved by the Plan Commission and the Common Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

19. The officers of the Commission are hereby directed to make any and all required filings with the Indiana Department of Local Government Finance and the Tippecanoe County Auditor in connection with the KCB Amendments and the creation of the RAD Allocation Area.

Adopted this 20<sup>th</sup> day of November, 2024.

CITY OF WEST LAFAYETTE  
REDEVELOPMENT COMMISSION

BY:   
Lawrence T. Oates, President

ATTEST:  
  
Darrell Clase, Secretary

**EXHIBIT A**  
**Parcels Removed from KCB Allocation Area and Added to New RAD Allocation Area**

**Parcel #**

79-06-01-200-019.000-034  
79-06-01-200-009.000-034  
79-06-01-200-001.000-034  
79-06-01-200-012.000-034  
79-06-01-200-010.000-034  
79-06-01-200-003.000-034\*  
79-06-01-200-002.000-034\*  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-03-31-376-001.000-034  
79-07-06-100-002.000-034  
79-07-06-100-003.000-034

\*Parcels that are presently split between the RAD Allocation Area and the proposed State IDD

**EXHIBIT B**

**PARCEL NOT PRESENTLY IN A TIF AND ADDED TO KCB ECONOMIC  
DEVELOPMENT AREA AND RAD ALLOCATION AREA:**

**Parcel #**

79-02-36-400-001.000-023

## EXHIBIT C

### PARCELS TO BE REMOVED FROM THE KCB ECONOMIC DEVELOPMENT AREA TO BE UTILIZED BY THE STATE FOR AN IDD

**Parcel #:**

79-06-01-200-003.000-034  
79-02-36-400-033.000-034  
79-06-01-200-003.000-034\*  
79-06-01-200-002.000-034\*

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\*Parcels that are presently split between the RAD Allocation Area and the proposed State IDD



## EXHIBIT D

### PARCELS TO BE REMOVED FROM THE KCB ECONOMIC DEVELOPMENT AREA THAT ARE RESIDENTIAL PARCELS

#### Parcel #

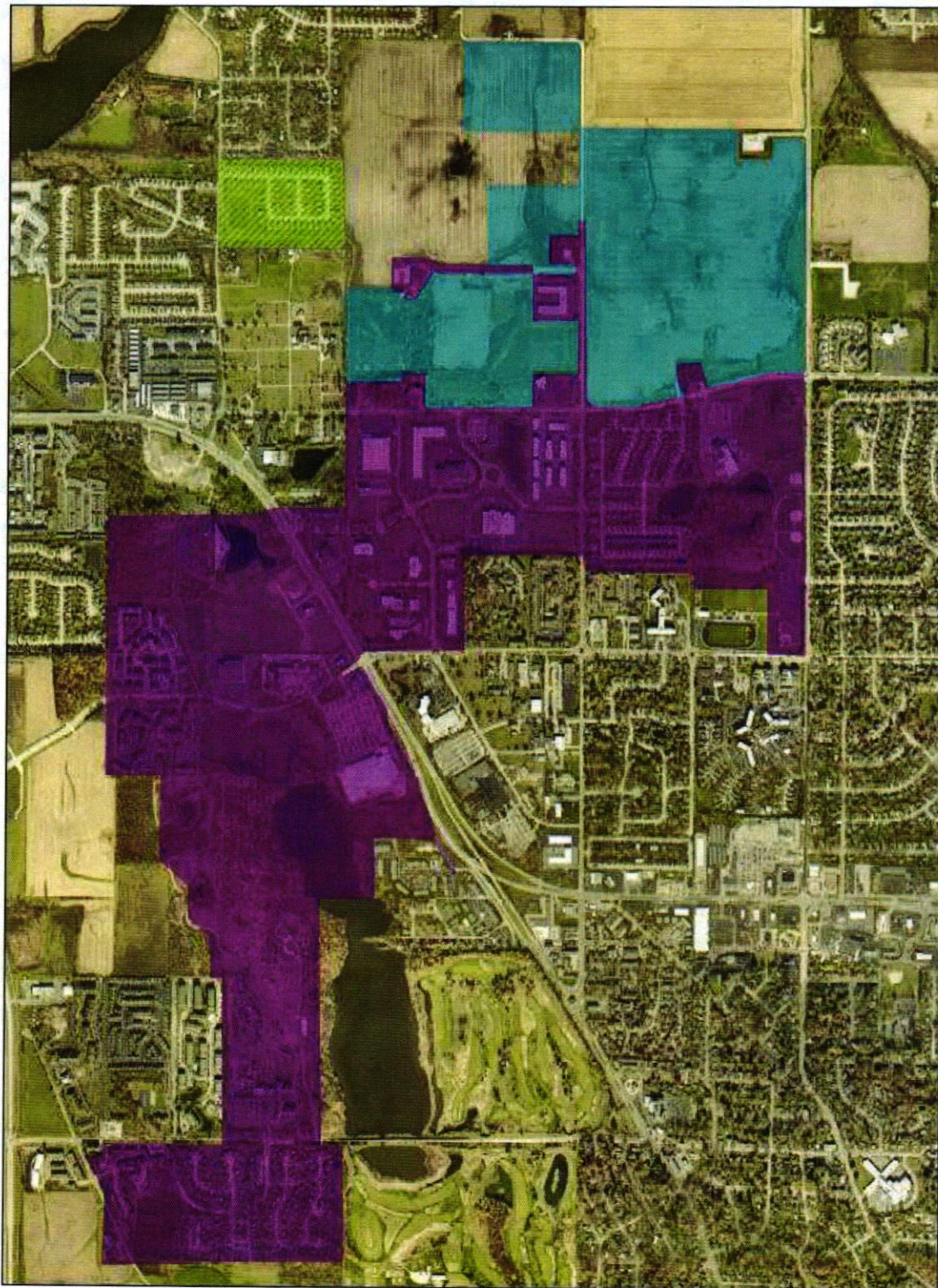
79-06-01-127-036.000-023  
79-06-01-127-001.000-023  
79-06-01-127-002.000-023  
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79-06-01-127-005.000-023  
79-06-01-127-006.000-023  
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79-06-01-127-034.000-023  
79-06-01-127-033.000-023  
79-06-01-128-041.000-023



**EXHIBIT E**

**[MAP OF KCB ECONOMIC DEVELOPMENT AREA SHOWING KCB ALLOCATION  
AREA, RAD ALLOCATION AREA, AND PARCELS TO BE REMOVED FROM THE  
KCB ECONOMIC DEVELOPMENT AREA]**



-  KCB Allocation Area (Existing)
-  Research Advancement Allocation Area (Proposed)
-  County (Removed from TIF District)

## KCB Economic Development Area



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is entered into by and between the City of West Lafayette, Indiana (the "City") and Trinitas Development LLC, an Indiana limited liability company (or its affiliate or assignee) (the "Developer" and together with the City, referred to herein as the "Parties"), regarding the direct payment, reimbursement or other financial accommodation of the cost associated with certain TIF-funded improvements and in furtherance of the redevelopment of certain property approximately located at the juncture of S. River Road and Tapawingo Drive in West Lafayette, Indiana, and described on Exhibit A attached hereto (the "Property").

### 1. Project

The proposed District at Tapawingo is a transformational multi-phase, master-planned, mixed-use development (the "Project") located on historically vacant land at the entrance to West Lafayette. The Project will create a vibrant gateway district welcoming community, neighbors, and residents. The Property is bounded by Wood Street to the north, The Hampton Inn to the east, Tapawingo Drive to the south, and River Road to the west and includes the parcel currently occupied by the Riverbend Apartments.

The Project is located at a critical junction between Chauncey Village and The Wabash Riverfront District. The Project will create a dynamic link between these two areas and provide purposeful residential density and commercial space that will stimulate the downtown West Lafayette economy. Numerous planning sessions with the City staff shaped the design of the Project to support the City's goals outlined in the 2025-2026 West Lafayette Strategic Plan including housing expansion, new greenspaces, and new downtown street grid.

The Project is intentionally planned to activate ground floors and create street level vibrancy. The addition of four new City streets and the Wood Street Greenway adheres to the August 2024 City of West Lafayette Downtown Traffic Study. These new streets - Wood Street, Roebuck Street, Street B, and Street E – will provide critical connections, creating opportunities for pedestrian interest and activated streetscapes. The Wood Street Greenway is an important connection to State Street and Tapawingo Park. Careful attention to landscape architecture and placemaking creates a cohesive theme throughout the Project. The five buildings integrated into the road network are five and six stories in height and follow the guidelines outlined in the January 2020 West Lafayette Downtown Plan, specifically addressing the Downtown Riverfront and Downtown Village land use designations.

The Project will directly support the housing expansion goals in the West Lafayette Strategic Plan, West Lafayette Housing Report by RDG, and the Greater Lafayette Region READI Housing Study. The Project will provide a maximum of 975 units of housing with maximum of 1,875 beds. The approximate unit mix will be as follows:

	Studio	1-Bedroom	2-Bedroom	3-Bedroom	Total
Block A	10	15	40	40	105
Block B	12	50	53	23	138
Block C	40	51	69	57	217
Block D	32	53	121	63	269
Block E	36	55	69	71	231
Total Units	130	224	352	254	960



Blocks D and E will be included in Phase 1 of the Project and Blocks A, B and C will be included in Phase 2 of the Project. It is currently anticipated that the financial closing for the development of Phase 1 of the Project will be on or before April 15, 2026. The timing of the financial closing for the development of Phase 2 of the Project will be determined by market feasibility and other customary factors.

## **2. Purpose**

The purpose of this MOU is to memorialize the understanding between the City and the Developer that will result in the City's use of Incremental Taxes (as defined below) to pay for, reimburse or otherwise accommodate Developer for the costs of TIF-funded improvements pursuant to the terms of this MOU. The TIF-funded improvements will be allocated between the two phases of the Project.

The City shall issue tax increment revenue economic development bonds (the "TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance, the proceeds of which may be used to pay the costs of the TIF-funded improvements. The TIF Bonds will be issued in two series, with Series A to be issued in connection with the closing of Phase 1 of the Project and Series B to be issued in connection with the closing of Phase 2 of the Project. The TIF Bonds shall be tax exempt, have a 25-year term and bear interest at a rate to be determined by the Developer.

## **3. Scope Drawings and Plans and Specifications**

Developer will deliver scope drawings, plans and specifications to the City for the TIF-funded improvements. The drawings shall at all times conform to all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Engineering Department, and all such other City departments or governmental authorities as may be necessary to acquire permits and other required approvals for the Project.

## **4. TIF Allocation Area and Base Assessment Date**

The Property (with the exception of the parcel currently occupied by the Riverbend Apartments) is located within the Tapawingo Allocation Area. The City acknowledges and agrees that no TIF Bonds have been issued for the Tapawingo Allocation Area. The Parties shall (a) create two site-specific allocation areas for each phase of the Project that would additionally include Wood Street and the parcel currently occupied by the Riverbend Apartments, and (b) consider whether the date of the base assessment in relation to the issuance of the TIF Bonds might be a date arising after the demolition of the existing improvements.

## **5. Project Budget and TIF-Funded Improvements**

Developer will furnish to City, for review and approval, a project budget showing total costs of the TIF-funded improvements in an amount not more than \$18,800,000, of which TIF-funded improvements budgeted to cost not more than \$16,200,000 will be installed during Phase 1 and TIF-funded improvements budgeted to cost not more than \$2,600,000 will be installed during Phase 2. The TIF-funded improvements are described on Exhibit B attached hereto.

## **6. Closing and Project Delivery Date**

It is currently anticipated that the closing date for each series of the TIF Bonds will be on or about the same date as the financial closing for the development of each phase of the Project. Developer expects to begin construction of Phase 1 of the Project on or before April 15, 2026, and expects to receive Phase 1 of the Project's temporary certificate of occupancy on or before December 31, 2028. The timing of the financial closing for the development of Phase 2 of the Project will be determined by market feasibility and other customary factors.

## **7. Incremental Taxes**

“Incremental Taxes” shall mean such ad valorem taxes for the Project which are allocated to and when collected are paid to the Controller of the City of West Lafayette for deposit by the Controller into the accounts to pay the obligations incurred by the City. The City intends to use 50% of the Incremental Taxes to fund the TIF-funded improvements. The City may not issue any other bonds that are payable from, or otherwise pledge, the 50% of the Incremental Taxes used to fund the TIF-funded improvements.

## **8. Prepayment Premium**

If the Project is sold within five (5) years from the date of the recorded reimbursement agreement (such date of recording, being the “Recording Date”) without prior written consent from the West Lafayette Redevelopment Commission, then the reimbursement actually received less other public infrastructure costs and expenses incurred by Developer (such net amount, from time to time, being the “Net TIF Proceeds”) shall be subject to the following prepayment premium:

- (a) 25% of the Net TIF Proceeds if the sale closes on a date that is between the Recording Date and the date that is one (1) year after the Recording Date, prorated for the actual number of days during such period;
- (b) 20% of the Net TIF Proceeds if the sale closes on a date that is between the last date in (a) and the date that is two (2) years after the Recording Date, prorated for the actual number of days during such period;
- (c) 15% of the Net TIF Proceeds if the sale closes on a date that is between the last date in (b) and the date that is three (3) years after the Recording Date, prorated for the actual number of days during such period;
- (d) 10% of the Net TIF Proceeds if the sale closes on a date that is between the last date in (c) and the date that is four (4) years after the Recording Date, prorated for the actual number of days during such period; and
- (e) 5% of the Net TIF Proceeds if the sale closes on a date that is between the last date in (d) and the date that is five (5) years after the Recording Date, prorated for the actual number of days during such period.

Otherwise, there shall be no prepayment premium. This prepayment premium shall not apply if the sale is (i) in satisfaction of a mortgage maturity related to the Project, (ii) from the transfer or other recapitalization of equity in the entity owning the Project, (iii) a related party or other affiliate transaction, or (iv) the result of a condemnation or transfer in lieu of a condemnation.

## **9. Cooperation Regarding Sales Tax Exemption**

The City agrees to work in good faith to cooperate with the Developer in obtaining an exemption from sales taxes in relation to the Developer’s hard costs for the TIF-funded improvements.

## **10. Assessments**

The Developer will forgo certain rights to appeal the property tax assessment for the Project provided that the following conditions are met and/or satisfied:

- (a) Developer will not appeal any property tax assessment for the Project during construction of the Project so long as the Tippecanoe County Assessor (the “Assessor”) assesses the Project during construction at an assessed valuation not to exceed an agreed upon amount which will be determined and mutually agreed upon by the Parties in a final reimbursement agreement.
- (b) Developer will not appeal any property tax assessment for the Project for the year following the year in which construction of the Project is complete so long as the Assessor assesses the Project following the completion of the

Project at an assessed valuation not to exceed an agreed upon amount which will be determined and mutually agreed upon by the Parties in a final reimbursement agreement.

(c) Developer further agrees to forego any and all right(s) to appeal any property tax assessment for the Project during the period the TIF Bonds are outstanding so long as the increase is not more than five percent (5%) over the property tax assessment for the Project for the year immediately preceding. Nothing in the definitive agreement governing the TIF Bonds will prohibit Developer from appealing any property tax assessment for the Project (i) during such period that constitutes more than a five percent (5%) increase in the property tax assessment for the Project for the year immediately preceding, or (ii) after satisfaction of the TIF Bonds. This agreement pertains to real estate taxes assessed pursuant to Ind. Code 6-1.1-4 and not taxes assessed on personal property.

#### **11. Permit Fees**

In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of West Lafayette and may exclude any fees on the TIF-funded improvements.

#### **12. Construction Escrow**

The City and the Developer intend to enter into an escrow agreement. All disbursements of funds shall be made through the funding of draw requests. The City must receive copies of any draw requests and related documents submitted to the title company for disbursements under the escrow agreement.

#### **13. Cost Overruns**

If the aggregate cost of the TIF-funded improvements exceeds the allowable reimbursable agreed upon amount, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-funded improvements in excess of the City funds.

#### **14. Progress Reports**

Developer shall provide the City with written quarterly progress reports detailing the status of the Project.

#### **15. Zoning, Land Use, and Preliminary and Post-Development Approvals**

The Parties agree that nothing contained in this MOU shall be interpreted or construed as an approval, waiver or contract to approve or waive any governmental requirement that the City has jurisdiction over in its regulatory capacity. This MOU shall be governed by the PUD conditions adopted by the City as it relates to the obligations of the Developer under this MOU; the PUD shall be incorporated into this MOU by reference.

#### **16. Conditions**

Developer's obligations will be expressly conditioned and contingent on Developer obtaining all necessary permits and approvals from local, state and federal governmental or quasi-governmental agencies in unappealable final form to construct the Project.

#### **17. Notices**

All official notices required by this MOU shall be made in writing and given to the Parties at their respective addresses, facsimile numbers or e-mail addresses as specified below. Notice shall be deemed to have been duly given upon receipt by an agent of the party to whom the notice is addressed. Proper means for delivering notice shall be by (i) personal delivery, (ii) facsimile, (iii) electronic mail, (iv) registered or certified mail, postage prepaid, or (v) nationally recognized express courier (e.g. FedEx, UPS), charges prepaid. Delivery of notice after 5:00 pm

Eastern Standard Time shall be deemed made on the next following business day. Notices shall be addressed as follows:

**If to City:**

Jenifer Van Schuyver  
Director of Development  
City of West Lafayette  
222 N. Chauncey Avenue  
West Lafayette, IN 47906  
Email: development@westlafayette.in.gov

**If to Developer:**

Trinitas Development LLC  
201 Main Street, Suite 1000  
Lafayette, IN 47901  
Attn: Mark Becher  
Email: mbecher@trinitas.ventures

**18. Governing Law and Forum**

This MOU shall be construed in accordance with the laws of the State of Indiana. Should any part or provision of this MOU be held in conflict with the law of the applicable jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding. In the event litigation is commenced related to any term or condition contained herein, the proper forum shall be any state or federal court with jurisdiction located in Tippecanoe County, Indiana.

**19. Force Majeure**

The Parties shall be excused from performing their obligations if performance is delayed or prevented by any event beyond the reasonable control and without the fault or negligence of the party seeking to excuse performance, including, but not limited to, acts of God, fire, terrorism, explosion, third party criminal acts, weather, plague, war, trade war, insurrection, civil strife or riots, provided, however, such performance shall be excused only to the extent of and during such event of force majeure and the affected party makes commercially reasonable efforts to remove or mitigate the effects of such force majeure. Any party seeking to excuse or delay performance under this section shall provide detailed written notice to the other Parties of the nature and anticipated duration of the delay.

**20. Tax Efficiency and Marketability of the TIF Bonds**

The Parties acknowledge that there are tax implications to Developer with respect to receipt of the TIF Bonds proceeds. The Parties agree to work together so as to not to create (or at least minimize) taxable income to Developer either through how the TIF Bonds proceeds are expended and directed or how the TIF Bonds financing is otherwise structured. Moreover, the Developer currently anticipates identifying an unrelated third-party to purchase the TIF Bonds. The Parties agree to work together to structure the TIF Bonds in a manner that does not negatively impact the marketability of the TIF Bonds.

**21. Indemnification**

Subject to applicable laws, the definitive agreement governing the TIF Bonds shall provide that each Party shall indemnify and hold the other Party, their directors, officers, agents and employees harmless from and against any and all losses, damages, liabilities, costs and expenses, including reasonable attorney and court costs, that may

result from (a) any demand, claim or litigation brought by a third party and relating to, resulting from or arising out of the indemnifying party's breach of any of its duties, obligations, representations, warranties or covenants, if any, or (b) the negligence, willful misconduct or fraud of the indemnifying party. To receive the foregoing indemnities, a party seeking indemnification must promptly and officially provide notice to the party or parties from which indemnification is being sought and tender to them the full authority to defend and settle the claim or suit; provided, however, that an indemnifying party will not enter into any settlement agreement or compromise of a claim that admits liability of an indemnified party without first receiving written authorization from the indemnified party. Following acceptance of the tender, an indemnified party may elect to hire legal counsel of its own choosing to monitor and participate in the defense, but such expense shall be borne solely by the indemnified party.

## **22. Non-Binding**

This MOU is not all inclusive and contains only the general parameters (said parameters contained herein may ultimately be inconsistent with or differ from those contained in this MOU) of the transactions contemplated by this MOU. The matters addressed in this MOU are merely expressions of the intent of the Parties with respect to the transactions referenced herein and, except for Sections 18 and 23, are not intended to be binding upon any party executing this MOU; either party may elect to terminate negotiations or not to enter into any documents contemplated by this MOU for any reason whatsoever and at any time without incurring any liability.

## **23. Prevailing Party – Attorney Fees**

Notwithstanding any term or condition in this MOU to the contrary, in the event litigation is commenced which relates to any term or condition contained herein, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Sincerely,

**Trinitas Development LLC,**  
an Indiana limited liability company

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Accepted and Agreed:

**City of West Lafayette, Indiana**

By: \_\_\_\_\_  
Jenifer Van Schuyver, Director of Development

Date: \_\_\_\_\_, 2025



Exhibit A

A PART OF LOTS 14, 15, 16, AND 17 OF CHAUNCEY'S BOTTOM LANDS, THE PLAT THEREOF RECORDED IN DEED RECORD 48, PAGE 277-279 IN THE OFFICE OF THE RECORDER OF TIPPECANOE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE HAMPTON INN AND SUITES PRELIMINARY PLAN, RECORDED AS INSTRUMENT 2015015266 IN SAID RECORDER'S OFFICE; THENCE SOUTH 01 DEGREES 34 MINUTES 03 SECONDS WEST 4.88 FEET ALONG THE WEST LINE THEREOF TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 01 DEGREES 34 MINUTES 03 SECONDS WEST 361.10 FEET TO THE NORTHERLY RIGHT OF WAY OF TAPAWINGO DRIVE THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING SIX (6) COURSES:

- 1) 62.32 FEET ALONG A NON TANGENT ARC TO THE RIGHT HAVING A RADIUS OF 735.24 FEET AND SUBTENDED BY A CHORD BEARING SOUTH 84 DEGREES 52 MINUTES 36 SECONDS WEST 62.30 FEET;
- 2) 677.17 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 1478.94 FEET AND SUBTENDED BY A CHORD BEARING SOUTH 74 DEGREES 06 MINUTES 44 SECONDS WEST 671.27 FEET;
- 3) SOUTH 62 DEGREES 27 MINUTES 18 SECONDS WEST 91.25 FEET;
- 4) 207.36 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 379.98 FEET AND SUBTENDED BY A CHORD BEARING SOUTH 78 DEGREES 05 MINUTES 18 SECONDS WEST 204.80 FEET;
- 5) 30.00 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 74 DEGREES 00 MINUTES 03 SECONDS WEST 29.77 FEET;
- 6) NORTH 61 DEGREES 40 MINUTES 16 SECONDS WEST 5.63 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH RIVER ROAD (ALSO KNOWN AS US HIGHWAY 231), THENCE ALONG SAID EASTERLY RIGHT OF WAY TO FOLLOWING SIX (6) COURSES:

- 1) 27.06 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND SUBTENDED BY A CHORD BEARING NORTH 35 DEGREES 53 MINUTES 04 SECONDS WEST 26.15 FEET;
- 2) 182.91 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 530 FEET AND SUBTENDED BY A CHORD BEARING NORTH 00 DEGREES 09 MINUTES 26 SECONDS WEST 182.00 FEET;
- 3) NORTH 09 DEGREES 43 MINUTES 47 SECONDS EAST 45.38 FEET;
- 4) NORTH 20 DEGREES 08 MINUTES 38 SECONDS EAST 103.36 FEET;
- 5) NORTH 10 DEGREES 19 MINUTES 38 SECONDS 12.99 FEET;
- 6) NORTH 24 DEGREES 22 MINUTES 07 SECONDS EAST 363.06 FEET; THENCE SOUTH 86 DEGREES 55 MINUTES 58 SECONDS EAST 17.07 FEET; THENCE NORTH 24 DEGREES 43 MINUTES 31 SECONDS EAST 62.29 FEET; THENCE SOUTH 49 DEGREES 41 MINUTES 12 SECONDS EAST 58.95 FEET; THENCE 52.39 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 79.67 FEET AND SUBTENDED BY A CHORD BEARING SOUTH 70 DEGREES 43 MINUTES 51 SECONDS EAST 51.46 FEET; TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WOOD STREET; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST 713.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY TO THE EASTERLY LINE OF THE LAND DESCRIBED IN INSTRUMENT 202020024216 IN SAID RECORDER'S OFFICE; THENCE NORTH 24 DEGREES 54 MINUTES 40 SECONDS EAST 84.62 FEET ALONG SAID EASTERLY LINE TO THE SOUTH RIGHT OF WAY OF AN ALLEY PER MARTIN'S ADDITION TO WEST LAFAYETTE, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 2, PAGE 30 IN SAID RECORDER'S OFFICE; THENCE SOUTH 63 DEGREES 55 MINUTES 43 SECONDS EAST 178.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 26 DEGREES 44 MINUTES 36 SECONDS EAST 83.65 FEET; THENCE SOUTH 28 DEGREES 53 MINUTES 45 SECONDS EAST 86.21 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 12 SECONDS WEST 57.50 FEET; THENCE SOUTH 51 DEGREES 30 MINUTES 09 SECONDS WEST 13.23 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 235.08 FEET TO THE POINT OF BEGINNING, CONTAINING 12.80 ACRES, MORE OR LESS.

Exhibit B

TIF-funded improvements

USES	PH1 TIF	PH 2 TIF
Greenway Plaza	1,600,000	
Wood Street	8,000,000	
Shook Parcel	3,400,000	
Street E West	2,200,000	
Street B	1,000,000	
Street E East		1,000,000
Roebuck		1,600,000
<b>TOTAL COSTS / GROSS BOND PROCEEDS</b>	<b>16,200,000</b>	<b>2,600,000</b>

**IN WITNESS WHEREOF** we have set our hands the day and year first above written.

**City of West Lafayette  
REDEVELOPMENT COMMISSION**

ATTEST: \_\_\_\_\_  
Kristen Edmundson, Secretary

\_\_\_\_\_  
Lawrence T. Oates, President

END OF SECTION

Sagamore TIF District				Sagamore TIF District		
2025 Spending Plan		TIF District Expiration 2039				
Reserve Funds			Annotations		Notes	
			None			
Total Reserve Funds			\$	0.00		
Revenues			Annotations		Notes	
2024 Forecasted Cash Balance - EOY (Sept 18 2024 Financial Schedule)			\$	805,404.00		
January 2025 Debt Payment			\$	10,000.00		
2025 Estimated TIF Increment (Jan & Jun)			\$	999,042.00		
2025 Total TIF Funds			\$	1,814,446.00		
Debt Payments			Annotations		Notes	
EDA Payment - January 2025			\$	10,300.00		
EDA Payment - July 2025			\$	10,000.00		
Total Debt Payments			\$	20,300.00		
Reimbursements			Annotations		Notes	
			None			
Total Reimbursements			\$	0.00		
Project Requests		Department		Annotations		Notes
Public Safety Center - Schematic Design		Development		\$	650,000.00	
Development Incentives		Development		\$	100,000.00	
Cumberland Tennis Courts Redevelopment		Parks		\$	750,000.00	
Lommel Park Restroom		Parks		\$	50,000.00	
RDC Project Fund		RDC		\$	25,000.00	
Total Project Requests				\$	1,575,000.00	
Total Requests (Debt + Reimbursements + Projects)				\$	1,595,300.00	
2025 TIF Increment Less Total Requests				\$	(596,258.00)	
2025 Year-End Balance				\$	219,146.00	
2025 Reserve Funds Balance				\$	0.00	

KCB TIF District

2025 Spending Plan

TIF District Expiration 2039

KCB TIF District

Reserve Funds		Annotations	Notes
Wellness Center Depreciation Fund - 2022	\$ 50,000.00		
Wellness Center Depreciation Fund - 2023	\$ 50,000.00		
Wellness Center Depreciation Fund - 2024	\$ 50,000.00		
Wellness Center Depreciation Fund - Reduction	\$ (25,587.66)		
Total Reserve Funds			

Revenues		Annotations		Notes
2024 Forecasted Cash Balance - EOY (Sept 18 2024 Financial Schedule)	\$ 1,350,037.00			
January 2025 Debt Payment	\$ 1,218,500.00			
2025 Estimated TIF Increment (Jan & Jun)	\$ 5,907,614.00			
2025 Total TIF Funds	\$ 8,476,151.00			

Debt Payments		Annotations	Notes
EDA Payment - January 2025	\$ 10,300.00	Last Payment Dec 31, 2039	
EDA Payment - July 2025	\$ 10,000.00	Last Payment Dec 31, 2039	
Wellness Center - January 2025	\$ 1,207,000.00	Last Payment Dec 31, 2039	
Wellness Center - July 2025	\$ 1,208,500.00	Last Payment Dec 31, 2039	
Wellness Center Depreciation Fund - 2025	\$ 50,000.00		
Total Debt Payments			

Reimbursements			Annotations	Notes
Sachem Blvd Reimbursement	\$	100,000.00	\$1.087M Total Potential Reimbursement - 50/50% Tax Reimbursement	
Total Reimbursements	\$	100,000.00		

Project Requests		Department	Annotations	Notes
Early Childhood Education Center Design	Development	\$ 250,000.00	Early Childhood Education Design	
Development Incentives	Development	\$ 300,000.00	Ongoing Training & Workforce Development Commitments	
Arbor Chase Curb Redevelopment	Engineering	\$ 50,000.00	Redevelop Curbing in Arbor Chase	
Cumberland Corridor Improvements Design	Engineering	\$ 400,000.00	Redevelop Cumberland Avenue from Sagamore Parkway to Cason Family Park	
Pavement and Sidewalk Redevelopment	Engineering	\$ 200,000.00	Pavement and Sidewalk Redevelopment	
Cason Family Park	Parks	\$ 3,500,000.00	Cason Family Park GMP Commitment	
Lommel Park Restroom	Parks	\$ 350,000.00	Restroom Infrastructure for Lommel Park	
Park Department Equipment	Parks	\$ 200,000.00	Equipment for Tree Nursery & AmeriCorps Van	
Wellness Center Pool Deck	Parks	\$ 250,000.00	Redevelopment of Wellness Center Pool Deck	
RDC Administration	RDC	\$ 165,000.00	Partial Salaries for Facilities Manager & Two Project Managers	
RDC Project Fund	RDC	\$ 25,000.00	Project Fund set aside for Capital & Contract Overages	
Total Project Requests		\$ 5,690,000.00		
Total Requests (Debt + Reimbursements + Projects)		\$ 8,275,800.00		

2025 TIF Increment Less Total Requests		\$ (2,368,186.00)		
2025 Year-End Balance		\$ 200,351.00		
2025 Reserve Funds Balance		\$ 124,412.34		

LV TIF District

2025 Spending Plan

TIF District Expiration 2039

LV TIF District

Reserve Funds			Annotations	Notes
			None	
Total Reserve Funds			\$ 0.00	

Revenues			Annotations	Notes
2024 Forecasted Cash Balance - EOY (Sept 18 2024 Financial Schedule)			\$ 3,828,731.00	
January 2025 Debt Payment			\$ 1,983,500.00	
2025 Estimated TIF Increment (Jan & Jun)			\$ 15,800,000.00	
2025 Total TIF Funds			\$ 21,612,231.00	

Debt Payments			Annotations	Notes
EDA Payment - January 2025			\$ 10,300.00	Last Payment Dec 31, 2039
EDA Payment - July 2025			\$ 10,200.00	Last Payment Dec 31, 2039
Williams Street - January 2025			\$ 340,000.00	Last Payment Dec 31, 2038
Williams Street - July 2025			\$ 341,000.00	Last Payment Dec 31, 2038
State Steet - January 2025			\$ 1,195,000.00	Last Payment Dec 31, 2039
State Steet - July 2025			\$ 1,200,000.00	Last Payment Dec 31, 2039
City Hall - January 2025			\$ 433,500.00	Last Payment Dec 31, 2039
City Hall - July 2025			\$ 436,000.00	Last Payment Dec 31, 2039
Parking Garage Spaces - 2025			\$ 83,100.00	Last Payment 2029
Total Debt Payments			\$ 4,049,100.00	

Reimbursements			Annotations	Notes
Adjustment for Apartment Reassessment			\$ 1,500,000.00	
Wabash Landing P2 Reimbursement			\$ 117,900.00	Through 2027
Deduction for TIF District Changes			\$ 317,000.00	
Total Reimbursements			\$ 1,934,900.00	

Project Requests	Department		Annotations	Notes
Public Safety Center - Schematic Design	Development	\$ 750,000.00	Architect Contract for Design for Public Safety Center	
Public Safety Center - Design and Construction Documents	Development	\$ 2,750,000.00	Future DLZ Phase III Contract for Construction Documents	
Public Safety Center - Cash Funding	Development	\$ 2,650,000.00	Public Safety Center Savings Commitment	
Owner's Representative - Public Safety Center	Development	\$ 221,000.00	Owner's Representative Services - Public Safety Center	
Owner's Representative - Other Services	Development	\$ 79,000.00	Owner's Representative Services - Other Projects	
Solar Power Construction	Development	\$ 750,000.00	Solar Initiative	
South Street Plaza Redesign	Development	\$ 350,000.00	South Street Plaza Design	
Chauncey Plaza	Development	\$ 200,000.00	Chauncey Plaza	
Public Art	Development	\$ 200,000.00	River Road Art Installation	
Wabash Landing Parking Garage Elevator Redevelopment	Development	\$ 300,000.00	Redevelopment of Wabash Landing Elevator	
Development Incentives	Development	\$ 300,000.00	Ongoing Training & Workforce Development Commitments	
Indian Trail Lighting Project	Engineering	\$ 350,000.00	Midblock Lighting from Indian Trail to Knox Drive	

John T Meyers Pedestrian Bridge Redevelopment	Engineering	\$ 1,500,000.00	Redevelopment of John T Meyers Pedestrian Bridge	
Pavement and Sidewalk Redevelopment	Engineering	\$ 250,000.00	Pavement and Sidewalk Redevelopment	
Wood Street Design and Engineering	Engineering	\$ 500,000.00	Wood Street Design	
Fire Truck	Fire	\$ 2,385,000.00	Fire Aerial Truck Purchase	
Fire Equipment	Fire	\$ 100,000.00	eKnox boxes; Rope & Harness Equipment; EMS Equipment	
Computer Infrastructure	IT	\$ 486,000.00	Virtual Server Infrastructure	
Margerum Plaza Redevelopment Design	Parks	\$ 100,000.00	Design & Engineering for Margerum Plaza	
Trail System Signage - Installation Phase 1	Parks	\$ 150,000.00	Trail Signage	
Trail System Assessment	Parks	\$ 100,000.00	Engineering Evaluation of Trail Conditions	
Police Vehicles and Vehicle Equipment	Police	\$ 406,000.00	Five Police Hybrid Vehicles & Vehicle Equipment	
Knox Box Equipment	Police	\$ 60,000.00	Knox Box Equipment	
Street Festival Safety Equipment	Police	\$ 30,000.00	Water Barriers for Street Festivals & Other Road Closures	
Road Patcher	Streets	\$ 340,000.00	Street Department Equipment Purchase	
Street Paint Truck	Streets	\$ 100,000.00	Street Department Equipment Purchase	
Crosswalk Equipment	Streets	\$ 50,000.00	Crosswalk Enhancement Equipment	
Legal Fees/Notices	RDC	\$ 70,000.00	RDC outside Legal Firm Fees	
Accounting Fees	RDC	\$ 70,000.00	RDC outside Accounting Firm Fees	
RDC Project Fund	RDC	\$ 25,000.00	Project Fund set aside for Capital & Contract Overages	
Total Project Requests		\$ 15,622,000.00		
Total Requests (Debt + Reimbursements + Projects)		\$ 21,606,000.00		
2025 TIF Increment Less Total Requests				
		\$ (5,806,000.00)		
2025 Year-End Balance				
		\$ 6,231.00		
2025 Reserve Funds Balance				
		\$ 0.00		

231-Purdue TIF District

2025 Spending Plan

TIF District Expiration 2039

231-Purdue TIF District

Reserve Funds		Annotations	Notes
	None		
Total Reserve Funds	\$ 0.00		

Revenues		Annotations	Notes
2024 Forecasted Cash Balance - EOY (Sept 18 2024 Financial Schedule)	\$ (941,153.00)		
January 2025 Debt Payment	\$ 988,000.00		
2025 Estimated TIF Increment (Jan & Jun)	\$ 4,000,000.00		
2025 Total TIF Funds	\$ 4,046,847.00		

Debt Payments		Annotations	Notes
State Steet - January 2025	\$ 987,000.00	Last Payment Dec 31, 2039	
State Steet - July 2025	\$ 986,000.00	Last Payment Dec 31, 2039	
Total Debt Payments	\$ 1,973,000.00		

Reimbursements		Annotations	Notes
	None		
Total Reimbursements	\$ 0.00		

Project Requests		Annotations	Notes
State Street Debts	\$ 2,000,000.00		
Total Project Requests	\$ 2,000,000.00		
Total Requests (Debt + Reimbursements + Projects)	\$ 3,973,000.00		

2025 TIF Increment Less Total Requests	\$ 27,000.00		
2025 Year-End Balance	\$ 73,847.00		
2025 Reserve Funds Balance	\$ 0.00		



231-North TIF District

2025 Spending Plan

TIF District - No Expiration

231-North TIF District

Reserve Funds			Annotations	Notes
		None		
Total Reserve Funds		\$ 0.00		

Revenues			Annotations	Notes
2024 Forecasted Cash Balance - EOY (Sept 18 2024 Financial Schedule)				
	\$	400,277.00		
2025 Estimated TIF Increment (Jan & Jun)				
	\$	678,481.00		
2025 Total TIF Funds		\$ 1,078,758.00		

Debt Payments			Annotations	Notes
		None		
Total Debt Payments		\$ 0.00		

Reimbursements			Annotations	Notes
Lindberg Intergovernmental Agreement - Reimbursement			Last Payment Dec 31, 2025	
	\$	450,000.00		
Total Reimbursements		\$ 450,000.00		

Project Requests		Department		Annotations	Notes
Development Incentives		Development	\$ 100,000.00	Ongoing Training & Workforce Development Commitments	
Construction Inspection		Engineering	\$ 200,000.00	RDC outside Construction Inspection Fees	
Cason Family Park		Parks	\$ 250,000.00	Cason Family Park GMP Commitment	
Cason Family Park Program Equipment		Parks	\$ 50,000.00	Equipment for Park Programs	
RDC Project Fund		RDC	\$ 25,000.00	Project Fund set aside for Capital & Contract Overages	
Total Project Requests			\$ 625,000.00		
Total Requests (Debt + Reimbursements + Projects)			\$ 1,075,000.00		

2025 TIF Increment Less Total Requests			\$ (396,519.00)		
2025 Year-End Balance			\$ 3,758.00		
2025 Reserve Funds Balance			\$ 0.00		

Levee Landmark TIF District

2025 Spending Plan

TIF District - No Expiration

Levee Landmark TIF District

Reserve Funds			Annotations	Notes
		None		
Total Reserve Funds		\$ 0.00		

Revenues			Annotations	Notes
2024 Forecasted Cash Balance - EOY (Sept 18 2024 Financial Schedule)				
	\$	0.00		
2025 Estimated TIF Increment (Jan & Jun)	\$	0.00		
2025 Total TIF Funds		\$ 0.00		

Debt Payments			Annotations	Notes
		None		
Total Debt Payments		\$ 0.00		

Reimbursements			Annotations	Notes
Levee Landmark Agreement Reimbursement			\$5.5M Total Potential Reimbursement - 50/50% Tax Reimbursement	
	\$	0.00		
Total Reimbursements		\$ 0.00		

Project Requests			Annotations	Notes
		None		
Total Project Requests		\$ 0.00		
Total Requests (Debt + Reimbursements + Projects)		\$ 0.00		

2025 TIF Increment Less Total Requests		\$ 0.00		
2025 Year-End Balance		\$ 0.00		
2025 Reserve Funds Balance		\$ 0.00		

Reserve Funds			Annotations	Notes
		None		
Total Reserve Funds		\$ 0.00		

Revenues			Annotations	Notes
2024 Forecasted Cash Balance - EOY (Sept 18 2024 Financial Schedule)		\$	0.00	
2025 Estimated TIF Increment (Jan & Jun)		\$	0.00	
2025 Total TIF Funds		\$	0.00	

Debt Payments			Annotations	Notes
		None		
Total Debt Payments		\$ 0.00		

Reimbursements			Annotations	Notes
		\$ 0.00		
Total Reimbursements		\$ 0.00		

Project Requests			Annotations	Notes
		None		
Total Project Requests		\$ 0.00		
Total Requests (Debt + Reimbursements + Projects)		\$ 0.00		

2025 TIF Increment Less Total Requests				
	\$	0.00		
2025 Year-End Balance		\$ 0.00		
2025 Reserve Funds Balance		\$ 0.00		

West Lafayette Redevelopment Commission 2025 Spending Plan - Addendum					
Sagamore Parkway Economic Development Area					
Sagamore TIF District					
Project Request	Amendment 1 Total	Change to Project Total	New Total	Line Change	
Dev Incentives	\$ 100,000.00	\$ (50,000.00)	\$ 50,000.00	Changed	
Public Safety Center - Cash Funding	\$ -	\$ 275,000.00	\$ 275,000.00	Added	
RDC Project Fund	\$ 25,000.00	\$ (15,000.00)	\$ 10,000.00	Changed	
Additional Appropriation		\$ 210,000.00			

Kalberer/Cumberland/Blackbird Economic Development Area					
KCB TIF District					
Project Request	Amendment 1 Total	Change to Project Total	New Total	Line Change	
Public Safety Center - Cash Funding	\$ -	\$ 150,000.00	\$ 150,000.00	Added	
Salisbury Grant Street Redevelopment	\$ -	\$ 200,000.00	\$ 200,000.00	Added	
Development Incentives	\$ 300,000.00	\$ (200,000.00)	\$ 100,000.00	Changed	
425 East/West Connector Roadway Design	\$ -	\$ 2,800,000.00	\$ 2,800,000.00	Added	
McCormick Road Complete Street Design	\$ 750,000.00	\$ 250,000.00	\$ 1,000,000.00	Added	
Cumberland Corridor Improvements Design	\$ 400,000.00	\$ (400,000.00)	\$ -	Removed	
Cason Family Park	\$ 3,500,000.00	\$ (3,430,000.00)	\$ 70,000.00	Changed	
Trail System Signage - Installation Phase 1	\$ -	\$ 80,000.00	\$ 80,000.00	Added	
Additional Appropriation		\$ (550,000.00)			

Levee/Village Redevelopment Area					
L/V TIF District					
Project Request	Amendment 1 Total	Change to Project Total	New Total	Line Change	
Adjustment for Apartment Reassessment	\$ 1,500,000.00	\$ (1,500,000.00)	\$ -	Removed	
Public Safety Center - Cash Funding	\$ 2,650,000.00	\$ 575,000.00	\$ 3,225,000.00	Changed	
Solar Power Construction	\$ 750,000.00	\$ (94,000.00)	\$ 656,000.00	Changed	
Development Incentives	\$ 50,000.00	\$ 200,000.00	\$ 250,000.00	Changed	
Salisbury Grant Street Redevelopment	\$ -	\$ 225,000.00	\$ 225,000.00	Added	
Indian Trail Lighting Project	\$ 350,000.00	\$ (350,000.00)	\$ -	Removed	
Street Lighting Initiative	\$ -	\$ 600,000.00	\$ 600,000.00	Added	
Wood Street Design and Engineering	\$ 500,000.00	\$ (500,000.00)	\$ -	Removed	
Margerum Plaza Redevelopment Design	\$ 100,000.00	\$ (100,000.00)	\$ -	Removed	
Trail System Signage - Installation Phase 1	\$ 150,000.00	\$ (80,000.00)	\$ 70,000.00	Changed	
South Street Plaza Redesign	\$ 350,000.00	\$ 80,000.00	\$ 430,000.00	Changed	
Cason Family Park	\$ 3,350,000.00	\$ (200,000.00)	\$ 3,150,000.00	Changed	
Additional Appropriation		\$ (1,144,000.00)			

West Lafayette 231 North Economic Development Area					
US 231 N TIF District					
Project Request	Original Total	Change to Project Total	New Total	Line Change	
Public Safety Center - Cash Funding	\$ -	\$ 250,000.00	\$ 250,000.00	Added	
Cason Family Park	\$ 250,000.00	\$ (250,000.00)	\$ -	Removed	
McCormick Road Complete Street Design	\$ -	\$ 250,000.00	\$ 250,000.00	Added	
Additional Appropriation		\$ 250,000.00			

Updated 7/10/2025

Includes RC 2025-05 and RC 2025-08

WEST LAFAYETTE REDEVELOPMENT COMMISSION  
PURCHASING POLICIES  
(as amended July, 2019)

Section 1. **General Provisions.**

- 1.01 **Authority.** These policies are adopted under the authority of IND. CODE § 5-22-3-3 and West Lafayette City Code Article VI.
- 1.02 **Compliance with Law.** All purchasing shall comply with the requirements of Indiana law, including IND. CODE article 5-22.
- 1.03 **Citation.** This document may be cited as the West Lafayette Purchasing Policies.
- 1.04 **Forms.** The Commission shall promulgate such forms as are necessary to effectuate this policy and requirements of Indiana law.
- 1.05 **Purchasing Agency.** The West Lafayette Redevelopment Commission is hereby established as the purchasing agency for the Commission, with all of the powers and duties authorized under IND. CODE article 5-22.
- 1.06 **Requirement of Good Faith.** All persons involved in the negotiation, performance, or administration of contracts for purchases of supplies or services under this policy shall act in good faith.
- 1.07 **Non-collusion Affidavit.** Any person making an offer under this section must file a non-collusion affidavit with the Commission's purchasing agent that complies with IND. CODE § 5-22-16-6.

Section 2. **Definitions.**

- 2.01 **City** means the City of West Lafayette.
- 2.02 **Commission** means the West Lafayette Redevelopment Commission.
- 2.03 **Policy** means this document, as amended from time to time.
- 2.04 **Professional Services** means those services that are:
  - a) within the scope of practice specified by IC 25-4 for architecture, IC 25-31 for professional engineering, or IC 25-21.5 for surveying; or
  - b) performed by any licensed architect, professional engineer, or professional surveyor in connection with the architect's, engineer's, or surveyor's professional employment or practice.

- 2.05 **Services** means the furnishing of labor, time, or effort by a person, not involving the delivery of specific supplies other than printed documents or other items that are merely incidental to the required performance.
- 2.06 **Statutes.** Certain terms used in this policy are defined in IND. CODE chapter 5-22-2 and those definitions are incorporated in this policy.
- 2.07 **Supplies** means equipment, good or materials, but not real property.

### Section 3. **Purchasing Agents.**

- 3.01 **Appointment.** The Commission shall appoint purchasing agents in writing as is necessary and desirable from time to time.
- 3.02 **Revocation.** The authority of any purchasing agent may be revoked at any time by the Commission.
- 3.03 **Requirements.** Purchasing agents must follow the procedures and requirements set forth in IND. CODE article 5-22 and this policy.

### Section 4. **Specifications.**

- 4.01 **Specification.** Specification means a description of the physical or functional characteristics of a supply or service or the nature of a supply or service. The term includes a description of any requirements for inspecting, testing, or preparing a supply or service for delivery.
- 4.02 **Duties of purchasing agents.** A purchasing agent shall prepare, issue, revise, maintain, and monitor the use of specifications.
- 4.03 **Specification Requirements.** A specification must: (a) promote overall economy for the purposes intended and (b) encourage competition in satisfying the Commission's needs.
- 4.04 **Use of Specifications.** Unless a request for specifications is made pursuant to IND. CODE § 5-22-5-5, the purchasing agent shall prepare and issue specifications for all purchases. The purchasing agent shall provide any such specifications to the Commission for inclusion in its index of specifications, provided however, that in the event such specifications cannot be readily duplicated at minimal expense, the purchasing agent shall advise the Commission in writing of that fact and shall further advise the Commission of all information necessary for completion of the Index of Specifications (date of specifications, type of supply or service, requesting agency/department, and solicitation type). In that event, the purchasing agent shall be responsible for maintaining the specifications in accordance with applicable record retention statutes and policies. If the purchasing agent retains the specifications pursuant to this provision, it shall be duly noted in the Commission's Index of Specifications.

- 4.05 **Request For Specifications.** If the purchasing agent makes a written determination that the development of specifications by the Commission is not feasible, and the president of the Commission approves of the use of this section, then the purchasing agent may issue a request for specifications that must include (1) the factors or criteria that will be used in evaluating the specifications; (2) a statement concerning the relative importance of evaluation factors; (3) a statement concerning whether discussions may be conducted with persons proposing specifications to clarify the specification requirements. As provided in the request for specifications, the purchasing agent may discuss proposed specifications with persons proposing specifications to clarify specification requirements, and persons proposing specifications must be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposed specifications.
- 4.06 **Notice For Request For Specifications.** Pursuant to IND. CODE § 5-3-1-2, a request for specifications must be published 2 times, at least one week apart. The last publication must be at least 3 days before the date the requested specifications are due.
- 4.07 **Maintenance of Indexed File.** The Commission shall maintain an indexed file of specifications prepared by or under the authority of its purchasing agents.
- 4.08 **Purchase of Degradable and Disposable Plastic Products.** When purchasing disposable plastic products, including refuse bags, a purchasing agent shall purchase disposable plastic products that are degradable if all the following apply: (1) Degradable products are available at the time of the purchase. (2) It is economically feasible to purchase degradable products. (3) The purchase of degradable products is not inappropriate because of: (A) federal regulations or policy in matters involving the federal government; or (B) the special requirements of scientific uses. (4) The degradable product to be purchased is economically and functionally the equivalent of disposable plastic products that: (A) meet applicable specifications; and (B) are not degradable. (5) The degradable product to be purchased is, in the determination of the purchasing agent, a type of product for which the use of degradable materials is appropriate based upon: (A) the functional use of the product; and (B) whether the product will probably be recycled or disposed of in a final disposal facility.
- 4.09 **Purchase of Recycled Paper Products.** When purchasing paper products, purchasing agents shall purchase recycled paper products if all of the following apply: (1) Recycled paper products are available at the time of a purchase; (2) It is economically feasible to purchase recycled paper products; and (3) The purchase of recycled paper products is not inappropriate because of (a) federal regulations or policy in matters involving the federal government; or (b) the special requirements of scientific uses.

## Section 5. **Bids.**

- 5.01 **Bidding Required.** All purchasing for supplies expected to cost \$150,000 or greater that is not otherwise excluded from purchasing by competitive bidding shall be purchased through competitive bids. No purchase shall be artificially divided to avoid this requirement.

- 5.02 **Compliance with Statute.** All competitive bidding shall follow the procedures set forth in IND. CODE chapter 5-22-7.
- 5.03 **Bid Opening.** Bid openings must be in public in the presence of one or more witnesses at the time and place designated in the invitation for bids. When feasible, such opening shall be at a meeting of the Commission or its designee.
- 5.04 **Maintenance of Bid Information.** The Commission shall maintain information regarding the name of each bidder and the amount of each bid.
- 5.05 **Awarding of contract.** A contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder.
- 5.06 **Notice.** Pursuant to IND. CODE § 5-3-1-2, an invitation for competitive bids must be published 2 times, one week apart. The last publication must be at least 7 days before the date bids are to be opened.
- 5.07 **Invitation for bids.** An invitation for bids shall be issued by a purchasing agent, and must include the following:
- a) A purchase description.
  - b) All contractual terms and conditions that apply to the purchase.
  - c) A statement of the evaluation criteria that will be used, including any of the following:
    - i) Inspection.
    - ii) Testing.
    - iii) Quality.
    - iv) Workmanship.
    - v) Delivery.
    - vi) Suitability for a particular purpose.
  - d) The requirement imposed under IC 5-22-3-5.
  - e) The time and place for opening the bids.
  - f) A statement concerning whether the bid must be accompanied by a certified check or other evidence of financial responsibility that may be imposed in accordance with rules or policies of the City or the Commission.
  - g) A statement concerning the conditions under which a bid may be canceled or rejected in whole or in part as specified under IC 5-22-18-2.



- 5.08 **Prohibited Changes.** After bid opening, a purchasing agent may not permit changes in bid prices or other provisions of bids prejudicial to the interest of the City, the Commission or fair competition.
- 5.09 **Proposed Changes.** If a bidder inserts contract terms or bids on items not specified in the invitation for bids, the purchasing agent shall treat the additional material as a proposal for addition to the contract and may: (1) Declare the bidder nonresponsive; (2) Permit the bidder to withdraw the proposed additions to the contract in order to meet the requirements and criteria provided in the invitation for bids; (3) Accept any of the proposed additions to the contract, subject to Section 5.10 below.
- 5.10 **Acceptance of Proposed Changes.** The purchasing agent may not accept proposed additions to the contract that are prejudicial to the interest of the City, the Commission or fair competition. A decision of the purchasing agent to permit a change to the requirements of the invitation for bids must be supported by a written determination by the purchasing agency.

#### Section 6. **Small Purchases.**

- 6.01 **Purchasing Authority.** In accordance with IND. CODE Chapter 5-22-8, small purchases can be made by purchasing agents in accordance with the policies and procedures established in this section.
- 6.02 **Purchases under \$10,000.** A purchasing agent may purchase on the open market any items with a cost under \$10,000 if the purchasing agent complies with the following:
- a) There must be a specific line item in the Commission's spending plan for the proposed item to be purchased under a purchase order.
  - b) The amount of the proposed purchase order must be for an amount which is not greater than the amount available under the line item in the Commission's spending plan, but in any event, less than \$10,000.
  - c) Prepare the paperwork (quote, bid, estimate, etc.) in advance of the purchase, and submit it to the Commission President for review. The Commission President may approve the issuance of the purchase order if it complies with this Section.
- 6.03 **Purchases between \$10,000 and under \$50,000.** A purchasing agent may purchase any items expected to cost at least \$10,000, but less than \$50,000 as follows:
- a) Purchasing agent must request at least three (3) estimates from companies which sell the item(s).
  - b) Prepare a memo outlining the estimates and submit it to the Department of Development for Commission approval.

- 6.04 **Purchasing by Quotes.** A purchasing agent may purchase any item(s) expected to cost, at least \$50,000, but less than \$150,000 through the request for quotes procedures set forth in this section.
- a) **Requests for Quotes.** If the purchasing agent intends to proceed under the request for quotes procedure, the purchasing agent shall submit the proposed Request for Quotes to the Redevelopment Commission for approval. If the Redevelopment Commission approves the Request for Quotes, the purchasing agent shall then submit requests for quotes to vendors for the type of supplies to be purchased as determined by the purchasing agent. Requests shall be sent to vendor at least seven (7)-days before quotes are due. Pursuant and subject to IND. CODE § 5-22-3-4, requests for quotes may be submitted via mail, electronic mail, or fax.
  - b) **Submission of Quotes.** All quotes should be submitted to the Commission, c/o the Office of the City Clerk and will be opened at the time specified in the presence of witnesses as required by law. Where possible, requests for quotes shall call for submission and opening at a meeting as set by the Commission.
  - c) **Consideration of Quotes and Posted and Advertised Prices.** When a purchasing agent proceeds under the request for quotes procedure, the purchasing agent shall also be entitled to consider purchasing from a source with a posted or advertised price, including a price that is posted electronically, such as a faxback system or on an internet site, if the source is known to deal in the lines or classes of supplies to be purchased. If the purchasing agent intends to consider purchasing from such sources, the purchasing agent shall document the sources and prices considered and maintain such documentation together with and in the same manner as any quotes received. For purposes of making a contract award, the purchasing agent shall be entitled to consider posted or advertised prices documented in accordance with this section as being responses to the Request for Quotes.
  - d) **Discussions with Offerors Responding to a Request for Quotes.** The purchasing agent may conduct discussions with, and best and final offers may be obtained from, responsible offerors who have submitted quotes determined to be reasonably susceptible of being selected for a contract award.
- 6.05 **No Quotes Received.** If no satisfactory quote is received from a responsible and responsive offeror or if the supplies are not otherwise available, supplies may be purchased under IND. CODE § 5-22-10-10.
- 6.06 **Submission of Vendor Names.** All purchasing agents shall submit the names of vendors currently used and others that are regularly requested to submit quotes for various supplies. Purchasing agents may submit names of additional vendors from time to time. These vendors shall be arranged on a vendor register based upon the types of supplies they provide.

- 6.07 **Advertising for Vendors.** Once each calendar year, the Commission will advertise for interested vendors to submit their names and qualifications for submitting quotes for supplies in specified categories.

## Section 7. **Special Purchases and Purchases on the Open Market.**

- 7.01 **Special Purchases.** A purchasing agent may use special purchasing procedures as provided by IND. CODE chapter 5-22-10.
- 7.02 **No Bids or Quotes Received.** A purchasing agent may purchase on the open market when no responsive quotes or bids have been received from a responsible vendor.
- 7.03 **Sole Source.** A purchasing agent may purchase on the open market when there is only one source for the supplies needed, and the purchasing agent determines in writing that there is only one source for supply.
- 7.04 **Emergencies.** A purchasing agent may purchase on the open market when there exists, under emergency conditions, a threat to public health, welfare, or safety.
- 7.05 **Unique Opportunity for Substantial Savings.** If approved in advance by the Commission, or in the case of an emergency, by the president of the Commission, a purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the Commission.
- 7.06 **Open Market Purchase Procedure.** A purchasing agent shall contact such vendors as are known to deal in the supplies and obtain prices and specifications of available supplies. The purchasing agent shall select supplies that are cost effective and meet the requirements of the Commission.
- 7.07 **Auctions.** A purchasing agent may make a special purchase at an auction.
- 7.08 **Compatibility of equipment, accessories, or replacement parts.** A purchasing agent may make a special purchase when: (1) the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase; and (2) only one (1) source meets the using agency's reasonable requirements.
- 7.09 **Governmental discount available.** A purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price.
- 7.10 **General Services Administration price.** A purchasing agent may make a purchase from a person when the purchasing agent determines in writing that: (1) supplies can be purchased from the person or the person's authorized representative at prices equal to or less than the prices stipulated in current federal supply service schedules established by the federal General Services Administration; and (2) it is advantageous to the governmental

body's interest in efficiency and economy.

- 7.11 **Purchase from person who has contract with federal agency.** A purchasing agent may purchase supplies if the purchase is made from a person who has a contract with a federal agency and the person's contract with the federal agency requires the person to make the supplies available to the state or political subdivisions. A purchasing agent for a political subdivision may purchase supplies if the purchase is made from a person who has a contract with a state agency and the person's contract with the state requires the person to make the supplies or services available to political subdivisions, as provided in IC 4-13-1.6 or IC 5-22-17-9.
- 7.12 **Data processing contract or license agreements.** A purchasing agent may make a special purchase of data processing contracts or license agreements for: (1) software programs; or (2) supplies or services, when only one (1) source meets the using agency's reasonable requirements.
- 7.13 **Evaluation of supplies or system containing supplies.** A purchasing agent may make a special purchase for the evaluation of supplies or a system containing supplies for any of the following reasons:
- a) To obtain: (1) functional information; or (2) comparative data.
  - b) For a purpose that in the judgment of the purchasing agent may advance the long term competitive position of the governmental body.
- 7.14 **Acquisition of supplies through transfer from federal government.** A purchasing agent may acquire supplies if the purchasing agent determines that the governmental body can obtain the transfer of the supplies from the federal government under IC 4-13-1.7 at a cost less than would be obtained from purchase of the supplies by soliciting for bids or proposals.
- A governmental body may not make a purchase under this section if title to the property will be transferred to the governmental body before a sufficient appropriation to pay the costs of the purchase is appropriated. However, if the supplies will be transferred to the governmental body upon conditional sale or under a lease, a lease with option to purchase, or a contract for the use of the supplies, the governmental body may make the purchase under this section if there are sufficient funds appropriated to pay the consideration required for one (1) year of the agreement.
- A purchasing agent who purchases or leases surplus federal materials shall, at the time of the purchase or lease, or immediately thereafter, give public notice in accordance with IC 5-3-1.
- 7.15 **Acquisition of supplies through acceptance of gift.** A purchasing agent may acquire supplies by accepting a gift for the purchasing agent's governmental body.

- 7.16 **Special purchase of copyrighted material.** A purchasing agent for a state purchasing agency may make a special purchase of copyrighted materials to be used, provided, or distributed by a state agency.
- 7.17 **Purchase from public utility following independent appraisal.** A purchasing agent may make a special purchase from a public utility if the purchase or lease price is a negotiated price that considers the results of an independent appraisal that the purchasing agency obtains and an independent appraisal that the public utility obtains.
- 7.18 **Purchasing method impairs functioning of agency.** A purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method under this article would seriously impair the functioning of the using agency.
- 7.19 **Contract Files For Special Purchases.** A purchasing agent shall maintain the contract records for a special purchase in a separate file. A purchasing agent shall include in the contract file a written determination of the basis for the special purchase and the selection of a particular contractor. The Commission shall maintain a record listing all contracts made under this Section for at least 5 years. The Record shall contain each contractor's name, the amount and type of each contract and a description of the supplies purchased.

## Section 8. **Requests for Proposals.**

- 8.01 **Use of Requests for Proposals.** When a purchasing agent makes a written determination that the use of competitive sealed bidding is either not practicable or not advantageous to the City, the purchasing agent may award a contract using the procedure provided by IND. CODE chapter 5-22-9.
- a) **Contents—Requests for Proposals.** The purchasing agent shall solicit proposals through a request for proposals, which must include the following:
- i) The factors or criteria that will be used in evaluating the proposals.
  - ii) A statement concerning the relative importance of price and the other evaluation factors.
  - iii) A statement concerning whether the proposal must be accompanied by a certified check or other evidence of financial responsibility, which may be imposed in accordance with rules of the governmental body.
  - iv) A statement concerning whether discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award.
- b) **Notice.** Pursuant to IND. CODE § 5-3-1-2, a request for proposals must be published 2 times, one week apart. The last publication must be at least 7 days before the date

proposals are to be opened.

c) **Opening of Proposals.** Proposal openings must be in public in the presence of witnesses. Such opening shall be at a meeting of the Commission, unless otherwise approved in advance by the Commission. Proposals must be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.

d) **Discussions; Final Offers.** As provided in the request for proposals, discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

e) **Award.** Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City or the Commission, taking into consideration price and the other evaluation factors set forth in the request for proposals. If provided in the request for proposals, award may be made to more than one offeror whose proposals are determined in writing to be advantageous to the City or the Commission, taking into consideration price and other evaluation factors set forth in the request for proposals.

8.02 **Fair and Equal Treatment.** Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the offeror providing the information is not disclosed to others. The purchasing agency must provide equivalent information to all offerors with which the purchasing agency chooses to have discussions.

8.03 **Evaluation Factors.** The only factors or criteria that may be used in the evaluation of proposals are those specified in the request for proposals.

8.04 **Register of proposals.** The purchasing agent must prepare a register of proposals. The register of proposals shall be open to public inspection only after the contract is awarded. The register of proposals must contain the following:

- a) A copy of the request for proposals.
- b) A list of all persons to whom copies of the request for proposals were given.
- c) A list of all proposals received, which must include all of the following:
  - i) The names and addresses of all offerors.
  - ii) The dollar amount of each offer.
  - iii) The name of the successful offeror and the dollar amount of that offeror's offer.
- d) The basis on which the award was made.

- e) The entire contents of the contract file except for proprietary information included with an offer, such as trade secrets, manufacturing processes, and financial information that was not required to be made available for public inspection by the terms of the request for proposals.

#### Section 9. **Data Processing Purchases.**

[Repealed]

#### Section 10. **Absolute Preferences.**

- 10.01 **Availability.** A purchasing agent may not purchase supplies from another vendor which are available from the Indiana Department of Correction or a qualified Rehabilitation Center unless the purchasing agent determines that the supplies from the Indiana Department of Correction or a Rehabilitation Center are: (a) not available in a timely manner, (b) do not meet the specifications and needs of the City, or (c) cannot be purchased at a fair market price.
- 10.02 **Documentation.** The purchasing agent shall document in writing the unavailability of supplies from the Indiana Department of Correction, qualified Agency or Rehabilitation Center before purchasing such supplies from another vendor.
- 10.03 **Coal Mined in Indiana.** Whenever a purchasing agent purchases coal for use as fuel, the purchasing agent shall give an absolute preference to coal-mined in Indiana.
- 10.04 **Qualified Agencies.** The purchasing agent may purchase supplies and services without advertising or calling for bids from a qualified agency (as defined in IND. CODE § 5-22-13-1) unless the supplies from the qualified agency are: (a) not available in a timely manner, (b) do not meet the specifications and needs of the City, or (c) cannot be purchased at a fair market price.
- 10.05 **Steel products.**
  - a) As used in this section, "steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.
  - b) As used in this section, "United States" includes all territory, continental or insular, subject to the jurisdiction of the United States.
  - c) Unless the head of the purchasing agency makes a written determination described in subsection (d), a solicitation must require that if any steel products are used in: (1) the manufacture of the supplies required under the contract; or (2) supplies used in the performance of the services under the contract by the contractor or a subcontractor of the contractor; then the steel products must be manufactured in the United States.
  - d) Subsection (c) does not apply if:

- i) the head of the purchasing agency determines in writing that:
  - A) the cost of the contract with the requirements of subsection (c) would be greater than one hundred fifteen percent (115%) of the cost of the contract without the requirements of subsection (c); and
  - B) failure to impose the requirements of subsection (c) would not in any way: (i) harm the business of a facility that manufactures steel products in Indiana; or (ii) result in the reduction of employment or wages and benefits of employees of a facility described in item (i); or
- ii) the purchase is:
  - A) less than ten thousand dollars (\$10,000); and
  - B) made under the small purchase policies (as described in IC 5-22-8-2(b)) established by the purchasing agency or under rules adopted by the governmental body.
- e) A purchasing agency shall inform offerors in the solicitation of the provisions of this section.

## **Section 11. Purchase of United States Goods.**

**11.01 Purchase of Supplies Manufactured in the United States.** Pursuant to IND. CODE § 522-15-21, supplies manufactured in the United States shall be specified for all purchases and shall be purchased unless the purchasing agent determines that:

- a) the supplies are not manufactured in the United States in reasonably available quantities;
- b) the prices of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States;
- c) the quality of the supplies manufactured in the United States is substantially less than the quality of comparably priced available supplies manufactured outside the United States; or
- d) the purchase of supplies manufactured in the United States is not in the public interest.

## **Section 12. Claim for Preference.**



- 12.01 An Offeror who wants to claim a preference provided under IND. CODE chapter 5-22-15 for a given supply item must indicate in the offer what supply item in the offer is a preferred supply.
- 12.02 A purchasing agent may require an offeror who claims a preference for a given supply item to certify that the supply offered meets the qualifications set for preferred supplies under IND. CODE chapter 5-22-15.
- 12.03 Claims for preference shall be determined in accordance with the requirements of IND. CODE chapter 5-22-15. The purchasing agent shall document in writing the price preference percentage applied to a specified kind or item of supplies and adjusted offer price.

### Section 13. **Purchase of Services.**

- 13.01 **Purchase of Services.** Services may be purchased by quotes, requests for proposal or on the open market.
- 13.02 **Purchases of Services under \$10,000.** A purchasing agent may seek to hire a contractor for services on the open market with a cost under \$10,000 if the purchasing agent complies with the following:
- a) There must be a specific line item in the Commission's spending plan for the proposed service.
  - b) The amount of the proposed service must be for an amount which is not greater than the amount available under the line item in the Commission's spending plan, but in any event, less than \$10,000.
  - c) Prepare the paperwork (quote, bid, estimate, etc.) in advance of the hiring of the service contractor, and submit it to the Commission President for review. The Commission President may approve the hiring of the service contractor if it complies with this Section.
- 13.03 **Purchases of Services of \$10,000 to \$50,000** A purchasing agent may purchase services expected to cost at least \$10,000 and up to, and including \$50,000 as follows:
- a) Purchasing agent must request at least three (3) estimates from companies which provide the service(s).
  - b) Prepare a memo outlining the estimates and submit it to the Department of Development for Commission approval.
- 13.04 **Purchases of Services of \$50,001 to \$149,999** A purchasing agent may purchase service(s) expected to cost greater than \$50,000, but less than \$150,000 through the request for quotes procedures set forth in this section.
- a) **Requests for Quotes.** If the purchasing agent intends to proceed under the request

for quotes procedure, the purchasing agent shall submit the proposed Request for Quotes to the Redevelopment Commission for approval. If the Redevelopment Commission approves the Request for Quotes, the purchasing agent shall then submit requests for quotes to vendors for the type of services to be utilized, as determined by the purchasing agent. Requests shall be sent to vendor at least seven (7)-days before quotes are due. Pursuant and subject to IND. CODE § 5-22-3-4, requests for quotes may be submitted via mail, electronic mail, or fax.

- b) **Submission of Quotes.** All quotes should be submitted to the Commission, c/o the Office of the City Clerk and will be opened at the time specified in the presence of witnesses as required by law. Where possible, requests for quotes shall call for submission and opening at a meeting as set by the Commission.
- c) **Consideration of Quotes and Posted and Advertised Prices.** When a purchasing agent proceeds under the request for quotes procedure, the purchasing agent shall also be entitled to consider purchasing services from a source with a posted or advertised price, including a price that is posted electronically. If the purchasing agent intends to consider purchasing from such sources, the purchasing agent shall document the sources and prices considered and maintain such documentation together with and in the same manner as any quotes received. For purposes of making a contract award, the purchasing agent shall be entitled to consider posted or advertised prices documented in accordance with this section as being responses to the Request for Quotes.
- d) **Discussions with Offerors Responding to a Request for Quotes.** The purchasing agent may conduct discussions with, and best and final offers may be obtained from, responsible offerors who have submitted quotes determined to be reasonably susceptible of being selected for a contract award.

13.05 **Purchase of Services of \$150,000 and Over.** Services to be purchased where the cost is expected to be \$150,000 or greater shall be requested under the procedures set forth in this section.

- a) **Bidding Required.** All purchasing for services expected to cost \$150,000 or greater that is not otherwise excluded from purchasing by competitive bidding shall be purchased through competitive bids. No performance for services shall be artificially divided to avoid this requirement.
- b) **Compliance with Statute.** All competitive bidding shall follow the procedures set forth in IND. CODE chapter 5-22-7.
- c) **Bid Opening.** Bid openings must be in public in the presence of one or more witnesses at the time and place designated in the invitation for bids. When feasible, such opening shall be at a meeting of the Commission or its designee.
- d) **Maintenance of Bid Information.** The Commission shall maintain information regarding the name of each bidder and the amount of each bid.

- e) **Awarding of contract.** A contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder.
- f) **Notice.** Pursuant to IND. CODE § 5-3-1-2, an invitation for competitive bids must be published 2 times, one week apart. The last publication must be at least 7 days before the date bids are to be opened.
- g) **Invitation for bids.** An invitation for bids shall be issued by a purchasing agent, and must include the following:
  - i) A description of the services to be provided.
  - ii) All contractual terms and conditions that apply to the service.
  - iii) A statement of the evaluation criteria that will be used, including any of the following:
    - A) Quality of previous work.
    - B) Professionalism.
    - C) Delivery of services.
    - D) Suitability for a particular purpose.
  - iv) The time and place for opening the bids.
  - v) A statement concerning whether the bid must be accompanied by a certified check or other evidence of financial responsibility that may be imposed in accordance with rules or policies of the City or the Commission.
  - vi) A statement concerning the conditions under which a bid may be canceled or rejected in whole or in part as specified under IC 5-22-18-2.
- h) **Prohibited Changes.** After bid opening, a purchasing agent may not permit changes in bid prices or other provisions of bids prejudicial to the interest of the City, the Commission or fair competition.
- i) **Proposed Changes.** If a bidder inserts contract terms or bids on items not specified in the invitation for bids, the purchasing agent shall treat the additional material as a proposal for addition to the contract and may: (1) declare the bidder nonresponsive; (2) permit the bidder to withdraw the proposed additions to the contract in order to meet the requirements and criteria provided in the invitation for bids; or (3) accept any of the proposed additions to the contract, subject to Subsection j) below.
- j) **Acceptance of Proposed Changes.** The purchasing agent may not accept proposed additions to the contract that are prejudicial to the interest of the City, the Commission or fair competition. A decision of the purchasing agent to permit a change to the requirements of the invitation for bids must be supported by a written determination by the purchasing agency.

13.06 **Purchase of Professional Services.** When professional services are required for a project, the Commission may:

- a) publish notice in accordance with IC 5-3-1;
- b) provide for notice (other than notice in accordance with IC 5-3-1) as it determines is reasonably calculated to inform those performing professional services of a proposed project;
- c) provide for notice in accordance with both subdivisions (1) and (2); or
- e) determine not to provide any notice.
- f) If the public agency provides for notice under subsection a), b), or c), each notice must include:
  - i) the location of the project;
  - ii) a general description of the project;
  - iii) the general criteria to be used in selecting professional services firms for the project;
  - iv) the place where any additional project description or specifications are on file;
  - v) the hours of business of the public agency; and
  - vi) the last date for accepting statements of qualifications from interested parties.

#### Section 14. **Records.**

14.01 **Public Records.** Except as otherwise provided in this policy or by Indiana law, all specifications, solicitations, invitations for quotes or bids, quotes or bids, contracts and related documents are public records and may be inspected during regular business hours.

14.02 **Records Maintained.** The following records shall be maintained on forms specified by the Commission:

- a) names of purchasing agents;
- b) indexed file of specifications;
- c) bid and quote invitations;
- d) bid notices;
- e) bids and quotes;
- f) contracts;
- g) register of proposals;

- h) documentation on availability of absolute preference items; and
- i) other documents as required by law.

## Section 15. **Reverse Online Auctions.**

15.01 **Authorization for reverse auction.** A purchasing agency may conduct a reverse auction for the purchase of supplies by using an Internet purchasing site to: (1) issue an invitation for bids; and (2) receive bids. Except as provided in this chapter, a purchasing agency and a bidder must comply with the requirements of this article when participating in a reverse auction.

15.02 **Necessity for written policies.** Before conducting a reverse auction, the purchasing agency must adopt written policies that do the following:

- a) Establish procedures for all the following:
  - i) Transmitting notices, solicitations, and specifications.
  - ii) Receiving offers.
  - iii) Making payments.
  - iv) Protecting the identity of a bidder or an offeror.
  - v) For a reverse auction, providing for the display of the amount of each offer previously submitted for public viewing.
  - vi) Establishing the deadline by which offers must be received and will be considered to be open and available for public inspection.
  - vii) Establishing the procedure for the opening of offers.
- b) Require the purchasing agency to maintain adequate documentation regarding reverse auctions so that the transactions may be audited as provided by law.

15.03 **Bids in a reverse auction.** If a purchasing agency issues an invitation for bids using a reverse auction conducted through an Internet purchasing site under this chapter, only bids made: (1) in accordance with the policies described in Section 15.02 of this chapter; and (2) through the Internet purchasing site; may be evaluated by the purchasing entity at the close of bidding.

15.04 **Requirements of Internet purchasing site for reverse auction.** When used for a reverse auction, an Internet purchasing site must do the following:

- a) Provide information that the purchasing entity considers necessary or beneficial to potential bidders.
  - b) Display the amount of all bids previously submitted regarding the reverse auction for public viewing.
  - c) Conceal information that identifies a bidder.
  - d) Comply with this Section
- 15.05 **Bidder fees.** The purchasing agency may charge a bidder in a reverse auction a fee set in the written policies adopted under section 2 of this Section.
- 15.06 **Opening reverse auction bids.** For purposes of IC 5-22-7-6, a bid made through an Internet purchasing site is considered to be opened when a computer generated record of the information contained in all bids for a proposed purchase that were received by the site not later than the posted bid deadline is reviewed publicly by the purchasing agency in the presence of one (1) or more witnesses at the time and place designated in the invitation for bids.
- 15.07 **Noncollusion affirmation inapplicable.** A bidder in a reverse auction is not required to submit an affirmation that the bid was made without reference to any other bid.

## Section 16. **Cooperative Purchasing.**

### 16.01 **Purchase, sale, or exchange of services, supplies, or equipment.**

- a) Whenever a contract provides for the purchase, sale, or exchange of services, supplies, or equipment between or among Indiana governmental entities only, no notice by publication or posting is required.
- b) Whenever a contract provides for one (1) Indiana governmental entity to make a purchase for another, compliance by the one with the applicable statutes governing public bids constitutes compliance by the other.
- c) A governmental entity may make a purchase from any other governmental entity or under another governmental entity's referenced written contract if there is compliance with state purchasing law by the original purchasing unit.
- d) Two (2) or more governmental entities may procure together or with a nonprofit entity if the requirements of the public purchasing statutes are met.



## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 236  
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

- (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
- (2) is elected or appointed to office to discharge a public duty for a governmental entity; or
- (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

**Complete this form in its entirety. Legal counsel should be consulted.**

1. Full name and address of public servant submitting this form: Kristen Edmundson, 510 Rose Street  
West Lafayette, IN 47906
2. a. Job title: Commissioner
- b. Governmental entity: West Lafayette Redevelopment Commissio
- c. County: Tippecanoe

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
  - a. Full legal name and address of contractor: \_\_\_\_\_
  - b. Full name and address of "dependent" (if applicable): \_\_\_\_\_
  - c. Identify the governmental entity that is a party to the contract: \_\_\_\_\_
  - d. Relationship of public servant to contractor: \_\_\_\_\_

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: \_\_\_\_\_
  - f. Start date and end date of contract: \_\_\_\_\_
  - g. Total dollar amount of contract: \_\_\_\_\_
  - h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: \_\_\_\_\_  
\_\_\_\_\_
  - i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase): \_\_\_\_\_  
\_\_\_\_\_
4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:
- a. Describe the good or service purchased:  
real estate title research, title insurance policies, closing services as a subcontractor for  
contractors potentially awarded bids by the West Lafayette Redevelopment Commission  
\_\_\_\_\_  
\_\_\_\_\_
  - b. State the total dollar amount of each purchase: varies  
\_\_\_\_\_  
\_\_\_\_\_
  - c. Full legal name of vendor: BCKS Title Company LLC dba Stallard & Schuh  
\_\_\_\_\_
  - d. Name of governmental entity making the purchase of goods or services:  
West Lafayette Redevelopment Commission  
\_\_\_\_\_
  - e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: President and 90% owner  
\_\_\_\_\_  
\_\_\_\_\_
  - f. Full name and address of "dependent" (if applicable): \_\_\_\_\_  
\_\_\_\_\_
  - g. Purchase date: \_\_\_\_\_
  - h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: \_\_\_\_\_  
90% owner  
\_\_\_\_\_  
\_\_\_\_\_
  - i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase): \_\_\_\_\_  
\_\_\_\_\_



IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

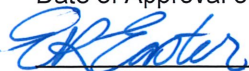
ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

Date of Appointment: 1/17/24

Date of Approval of Conflict of Interest: 6/18/25

  
Signature

Erin Easter, Mayor  
Printed Name, Job Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Job Title

6. Approval by governmental entity at public meeting

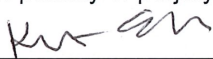
a. Date this Conflict of Interest was submitted to the governmental entity: 6/5/25

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): 6/18/25

**7. Affirmation of Public Servant:**

This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) prior to final action on the contract or purchase.

I affirm, under penalty of perjury, the truth and completeness of the statements made above.

Signed:   
\_\_\_\_\_

Printed Name: Kristen E. Edmundson

Date: 6/18/25

Email Address: development@wl.in.gov

8. Filing Requirement

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

1. The Indiana State Board of Accounts by uploading at [https://gateway.ifionline.org/sboa\\_coi/](https://gateway.ifionline.org/sboa_coi/); and
2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

**TO:** West Lafayette Redevelopment Commission

**FROM:** Natalia Bartos, City Engineer

**DATE:** July 16, 2025

**SUBJECT:** Agreement – Detail Design for the Reconstruction & Widening of McCormick Road – Engineering

The City of West Lafayette Engineering Department is requesting approval for an Agreement between the West Lafayette Redevelopment Commission and **VS Engineering, Inc.** for the **Detail Design for the Reconstruction & Widening of McCormick Road from Cherry Lane to Lindberg Road**. The Request for Proposals was advertised on February 24, 2025 and March 3, 2025. Proposals were opened during the Redevelopment Commission meeting on April 16, 2025.

The total amount for this project is not-to-exceed **\$1,479,560**. The project will be funded out of the **231 North TIF** District, with **\$1,200,000** funded from the 2025 Spending Plan and the remaining **\$279,560** funded from the 2026 Spending Plan. The engineering services are outlined in the table below.

Task	Cost
Project Management	\$ 95,000
Topographic Survey	\$ 80,200
Traffic Study & Analysis	\$ 28,850
Road Design	\$ 808,400
Utility Coordination	\$ 75,000
Environmental Documentation	\$ 23,900
Geotechnical Engineering	\$ 35,000
Pavement Design	\$ 12,700
Lighting Design	\$ 43,500
INDOT Permitting	\$ 10,000
Bidding Phase Services	\$ 12,000
Right-of-Way Engineering & Acquisition	\$ 235,010
Design Liaison During Construction (estimated fee)	\$ 15,000
Reimbursable Expenses Allocation (estimated fee)	\$ 5,000
<b>TOTAL</b>	<b>\$ 1,479,560</b>



## MEMORANDUM

This project involves the reconstruction and widening of McCormick Road from Cherry Lane northerly to 0.25 miles north of Lindberg Road, including the addition of pedestrian facilities. Design completion is anticipated by spring 2027, with construction start as soon as summer 2027.

Thank you for your consideration.

**DESIGN SERVICES FOR**  
***Detail Design for the Reconstruction and Widening of***  
***McCormick Road from Cherry Lane to Lindberg Road***

**AGREEMENT FORM**

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2025, at West Lafayette, Indiana, by and between the Redevelopment Commission for the City of West Lafayette, Indiana (hereinafter referred to as the "WLRDC") and ***VS Engineering, Inc.*** (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:**

That in consideration of the mutual covenants hereinafter set forth, the WLRDC and the CONSULTANT agree as follows:

**Article 1: SCOPE OF WORK**

The CONSULTANT shall furnish the professional services outlined in **Exhibit A - Scope of Services** for the extents of the subject project generally depicted in **Exhibit C - Project Map**.

The CONSULTANT shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**Article 2: PAYMENT**

The WLRDC shall pay to the CONSULTANT, in full and complete payment for all performance of the Contract not to exceed the sum of **\$1,479,560** as outlined in **Exhibit B - Compensation**.

**Article 3: CONTRACT DOCUMENTS**

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, and the CONSULTANT's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

**Article 4: SEVERANCE**

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the WLRDC and CONSULTANT but shall not be construed as the WLRDC's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

**Article 5: RECORDS**

The CONSULTANT will maintain proper records for review by the WLRDC.

**Article 6: DATE OF COMPLETION**

The CONSULTANT agrees that he will have the work contained in this contract substantially completed by December 31, 2027, as outlined in **Exhibit A - Scope of Services**.

**Article 7: PREVAILING PARTY – ATTORNEY FEES**

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

**Article 8: NO INVESTMENT IN IRAN**

As required by Ind. Code § 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

**Article 9: NON-COLLUSION**

The undersigned offeror or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**Article 10: E-VERIFY – USCIS Form I-9**

CONSULTANT shall comply with E-Verify Program as follows:

- a) Pursuant to IC 22-5-1.7, CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees of CONSULTANT through the E-Verify Program (“Program”). CONSULTANT is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b) CONSULTANT and its subconsultants shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONSULTANT or its subconsultants subsequently learns is an unauthorized alien. If CONSULTANT violates this Section 7(b), the WLRDC shall require CONSULTANT to remedy the violation not later than thirty (30) days after the WLRDC notifies CONSULTANT. If CONSULTANT fails to remedy the violation within the thirty (30) day period, the WLRDC shall terminate the contract for breach of contract. If the WLRDC terminates the contract, CONSULTANT shall, in addition to any other contractual remedies, be liable to the WLRDC for actual damages. There is a rebuttable presumption that CONSULTANT did not knowingly employ an unauthorized alien if CONSULTANT verified the work eligibility status of the employee through the Program.
- c) If CONSULTANT employs or contracts with an unauthorized alien but the WLRDC determines that terminating the contract would be detrimental to the public interest or public property, the WLRDC may allow the contract to remain in effect until the WLRDC procures a new CONSULTANT.
- d) CONSULTANT shall, prior to performing any work, require each subconsultant to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONSULTANT shall maintain on file

a certification from each subconsultant throughout the duration of the Project. If CONSULTANT determines that a subconsultant is in violation of this Section 7(d), CONSULTANT may terminate its contract with the subconsultant for such violation. Such termination may not be considered a breach of contract by CONSULTANT or the subconsultant.

- e) By its signature below, CONSULTANT swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the WLRDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

#### **Article 11: NON-DISCRIMINATION**

Pursuant to Ind. Code § 22-9-1-10 and the City of West Lafayette's Municipal Code, the CONSULTANT represents that it and its subconsultants shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry, veteran status, sexual orientation, or gender identity.

#### **Article 12: COMPLIANCE WITH ACCESSIBILITY**

It is the intent and goal of the WLRDC to ensure that all new construction within the WLRDC of West Lafayette shall comply with all ADA and PROWAG guidelines.

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the WLRDC of West Lafayette adopted the 2010 ADA SAD standards for new construction and alterations for facilities and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the WLRDC of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the WLRDC.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be assessed fines, as follows:

- a) Non-compliant fee (\$250 per day), and a "Stop Work" order will be issued.
- b) If after (3) violations and (10) business days to correct non-compliance issues, your contract will be revoked.

### **Article 13: COMPLIANCE WITH TITLE VI**

It is the intent and goal of the WLRDC to ensure that all new construction within the WLRDC of West Lafayette shall comply with all TITLE VI guidelines.

"[Subrecipient] in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will **affirmatively ensure** that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award."

### **Article 14: Employment**

During the period of this agreement, the CONSULTANT shall not engage on this Project on a full or part-time basis any professional or technical personnel who are or have been at any time during the period of this Agreement, in the employ of the OWNER, except regularly retired employees.

### **Article 15: Ownership of Documents**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The OWNER shall be entitled to copies or reproducible sets of any of the aforesaid.

### **Article 16: Insurance**

The CONSULTANT shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- a) General Liability (including automobile) — combined single limit of \$1,000,000.00. The OWNER shall be named as an Additional Insured, and be given a 30-day notice of cancellation, non-renewal, or significant change of coverage. CONSULTANT's insurance shall be written on a "primary" basis, and the OWNER's insurance program shall be in excess of all of CONSULTANT's available coverage.
- b) Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00
- c) CONSULTANT shall obtain, and keep in effect, a valid policy of Workers' Compensation Insurance.
- d) The CONSULTANT shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the OWNER.

**Article 17: Successors and Assigns**

The OWNER and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**Article 18: Severability**

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect, unless the stricken provision leaves the remaining AGREEMENT unenforceable.

**Article 19: Termination of Agreement**

This Agreement may be terminated by either party should the other party fail substantially to perform in accordance with its terms through no fault of the other, or if the OWNER decides to terminate for the convenience of the OWNER. In any event, sixty (60) days' written notice is required by either party. In the event of termination, due to the fault of others than the CONSULTANT, the CONSULTANT shall be paid for services performed to the termination date, including reimbursements.

**Article 20: Dispute Resolution**

All claims or disputes of the CONSULTANT and the OWNER arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located. In the event of litigation, the prevailing party shall be entitled to reasonable costs of litigation, including a reasonable attorney's fee.

**Article 21: Indemnities**

CONSULTANT and the OWNER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence as defined by Indiana law, including but not limited to the law of Contributory Fault. In no event shall this provision diminish the OWNER's right to the defense of contributory negligence.

**Article 22: Supplements**

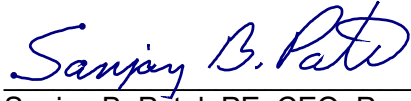
This Agreement may be amended, supplemented, or modified by a written addendum, signed by the parties.



**IN WITNESS WHEREOF** we have set our hands the day and year first above written.

**VS Engineering, Inc.**

**City of West Lafayette  
REDEVELOPMENT COMMISSION**



Sanjay B. Patel, PE, CEO, President  
VS Engineering, Inc.

\_\_\_\_\_  
Lawrence T. Oates, President

ATTEST: \_\_\_\_\_  
Kristen Edmundson, Secretary

END OF SECTION

**Exhibit A - Scope of Services**

# Exhibit A – Scope of Services

## 1. Project Management

- 1.1. The CONSULTANT shall manage the activities described in Appendix “A” (Scope of Work) among the project team members. The CONSULTANT’s project manager (PM) will oversee overall project management in addition to being the CITY’s direct link to the design team for issues concerning administration and technical execution. The PM will be responsible for coordinating the activities of all SUBCONSULTANTS and acting as liaison between professional and any outside agencies and/or groups. The PM will also be responsible for maintaining schedule and budget
- 1.2. The CONSULTANT shall coordinate and attend meetings with the CITY no less than every month to facilitate the management of the project design elements. Meetings will be held to discuss technical issues requiring action by the CITY and other third parties. Meetings will be held with the CITY on an as-needed basis to facilitate the acquisition of the necessary project Right of Way parcels. The CONSULTANT will prepare minutes of all such meetings and distribute them to all participants.
- 1.3. The CONSULTANT shall implement quality assurance and control procedures to verify the CONSULTANT’s work satisfies the project requirements. The CONSULTANT shall coordinate these procedures with the SUB-CONSULTANTS at each plan submittal stage to verify continuity of design standards and plans throughout the project limits.

## 2. Topographic Survey

- 2.1. Survey Area
  - 2.1.1. McCormick Road – Beginning at a point 300 feet south of the centerline of Cherry Lane, survey northerly along McCormick Road approximately 4,885 feet to its terminus. The width of survey will be 50 feet on each side of the centerline of McCormick Road or to the closest face of any building, whichever is less. The area south of Kestral Boulevard; where McCormick Road curves around the two small detention ponds on the east side of the roadway; the survey limits shall be 75 feet, on the west side, from the centerline of the roadway.
  - 2.1.2. Cherry Lane/Lindberg Road – Survey shall include an additional 300 feet, east and west of McCormick Road, of Cherry Lane and Lindberg Road. The width of survey will be 50 feet on each side of the centerlines of said roads or to the closest face of any building and/or fence line.
  - 2.1.3. Apartment Entrances – There are a total of 4 entrances to various apartment/condo residences; Kestral Boulevard, just south of Lindberg Road, and McCormick Place (3 of the entrances) north of Lindberg Road. Survey shall include, 100 feet in each direction, down these entrances.
  - 2.1.4. Total survey includes approximately 6,585 lineal feet of roadway by the width described above.
- 2.2. The CONSULTANT will provide survey required for preparation of design plans in conformance with the requirements of the Indiana Department of Transportation Design Manual, Chapter 106,

- Aerial/Ground Survey, a copy of which is on file with the CONSULTANT and same is incorporated herein by reference and is made a part hereof.
- 2.3. CONSULTANT shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings.
  - 2.4. CONSULTANT shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits.
  - 2.5. CONSULTANT shall prepare and record a Location Control Route Survey depicting existing alignments and rights-of-way. Property lines and owner information for adjoining properties will be shown but not dimensioned.
  - 2.6. CONSULTANT work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between codes and standards, the order of precedence shall be: I.C. 25-21.5, 865 I.A.C. 1-12, the Survey Manual.
  - 2.7. Electronic files including the following shall be prepared and submitted by CONSULTANT if requested by the CITY:
    - 2.7.1. Finished plan view of topographic survey in AutoCAD .dwg format
    - 2.7.2. 1-foot contours in AutoCAD .dwg format
    - 2.7.3. TIN from Civil 3D in .xml format
    - 2.7.4. Electronic points file in .txt or .xml coordinate format.
    - 2.7.5. Location Control Route Survey Plat in .pdf format.
    - 2.7.6. Survey Book in .pdf format.
  - 2.8. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. CONSULTANT shall provide a listing of all property information, deeds, plats, and maps.
  - 2.9. Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by Client prior to distribution.
  - 2.10. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The coordinate system will be the Tippecanoe County Zone of the Indiana Geospatial Coordinate System (InGCS).
  - 2.11. Establish on-site elevation using NGS, DNR benchmarks or Tippecanoe County benchmarks. Set temporary benchmarks within the project limits such that elevation datum can be re-established during construction.
  - 2.12. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase.
  - 2.13. Re-establish existing roadway alignments from plans for previous projects, if applicable.
  - 2.14. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
  - 2.15. Coordinate with all utility companies to locate and mark their utilities in field. CONSULTANT shall notify the utilities via the call before you dig notification system (Indiana Underground Plant

- Protection Service (IUPPS). CONSULTANT shall verify that each utility has field located their facilities during the course of the survey. The existing facilities located, at the time of the field survey, shall be incorporated into the survey. In addition, CONSULTANT shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- 2.16. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
  - 2.17. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
  - 2.18. Provide a listing of all symbols, notations and legends used in the field survey. CONSULTANT shall furnish a hard copy together with all field survey information collected on electronic media. CONSULTANT shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D, and shall submit a hard copy together with electronic format. CONSULTANT shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. CONSULTANT shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
  - 2.19. Prepare and record a Location Control Route Survey Plat depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

### 3. Traffic Study & Analysis

- 3.1. Scope of Services
  - 3.1.1. The CONSULTANT shall conduct a traffic study and analysis to evaluate existing conditions, assess future development impacts, and consider current and projected land use. The study will inform design decisions and safety improvements throughout the project corridor.
- 3.2. Deliverables
  - 3.2.1. Finalize and submit the Traffic Study and Analysis Report prior to submission of 25% Stage 1 plans.
  - 3.2.2. Incorporate recommendations from the traffic study into the 25% Stage 1 design plans.
- 3.3. Assumptions and Methodology
  - 3.3.1. All work will conform to applicable INDOT and CITY design standards and specifications.
  - 3.3.2. Conduct 24-hour approach counts at the intersections of McCormick Road & Cherry Lane and McCormick Road & Lindberg Road to assess current traffic volumes.
  - 3.3.3. Perform 8-hour turning movement counts at the same intersections to evaluate peak period operations.

- 3.3.4. Include pedestrian and bicyclist counts as part of the turning movement data collection.
- 3.3.5. Analyze vehicle usage patterns to determine appropriate lane configurations.
- 3.3.6. Evaluate crash history at and near both intersections to identify safety concerns and assess the potential impact of proposed improvements.
- 3.3.7. Analyze, design, and incorporate roundabout intersections at both Lindberg Road and Cherry Lane.
- 3.3.8. Investigate and propose pedestrian and traffic safety measures throughout the project limits, including quantity takeoffs and cost estimates for each measure.
- 3.3.9. Develop pavement marking and signing plans as part of the overall roadway design.
- 3.3.10. Forecast future trip generation based on existing and anticipated land uses, informed by discussions with adjacent property owners.

## 4. Road Design

- 4.1. McCormick Road will be reconstructed from Cherry Lane to 0.25 mi north of Lindberg Road as depicted in Exhibit C.
- 4.2. The typical section of McCormick Road shall be in accordance with standards for an Urban Minor Arterial street and consist of two (2) vehicular travel lanes, a wide two way left turn lane, and a curb and gutter on each side. The section north of Lindberg Road will be a two-lane cross section.
- 4.3. The existing street approaches along McCormick Road (within the project limits) will be reconstructed and curb and gutter installed to the back of the radii in accordance with the standard INDOT street approach construction details.
- 4.4. Drainage – The CONSULTANT shall evaluate the following in accordance with the West Lafayette Stormwater Ordinance:
  - 4.4.1. Storm water runoff on McCormick Road from the pavement will be conveyed to an enclosed storm sewer via curb and gutter. The proposed outfalls for the storm sewer system will be to existing outfall drainage ditches within the project limits.
  - 4.4.2. Post-construction stormwater quality measures shall be designed and implemented
  - 4.4.3. Stormwater quantity (detention) measures shall be designed and implemented
- 4.5. The intersection of McCormick Road and Lindberg Road are anticipated to be designed as a roundabout if intersection improvement is deemed to be warranted by the results of the Traffic Analysis and CITY standards. The intersection improvement design shall include proper channelizing devices, pavement markings, and roadway lighting.
- 4.6. The pedestrian access routes (PAR) on McCormick Road will be improved. The PAR will comply with current accessibility standards. The PAR from Cherry Lane to Lindberg Road is within the scope of this project. Proposed improvements are as follows:
  - 4.6.1. Beginning at Cherry Lane intersection, the proposed PAR will consist of a multiuse path with a tree lawn located along the east side of McCormick Road. A sidewalk with a tree lawn will be located along the west side of McCormick Road, ending at the south side of the Lindberg Road intersection. North of Lindberg Road, a sidewalk with a tree lawn will be located along the east side of McCormick Road.
  - 4.6.2. The PAR will provide compliant connectivity to existing sidewalks and multiuse trails along side streets along the corridor.

- 4.7. The existing public road approaches along McCormick Road will be removed and replaced in accordance with CITY standards.
- 4.8. The design speed of McCormick Road will be 30 mph. The design of the project improvements will be consistent with standards for an Urban Minor Arterial.
- 4.9. Maintenance of Traffic plans shall be based on closing the roadway to through traffic and signing a detour route. Local access will be provided with partial or temporary closures and/or restrictions.
- 4.10. The CONSULTANT shall provide full design services to incorporate recently updated INDOT guidance related to pedestrian maintenance of traffic.
- 4.11. All drive approaches located within the project limits will be designed in accordance with CITY standards.
- 4.12. The CONSULTANT shall prepare and design roadway regulatory signing and pavement marking plans for this project. All signing and pavement marking plans will be in accordance with the FHWA Manual on Uniform Traffic Control Devices.
- 4.13. The CONSULTANT shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project. The project will be designed in English units and shall be in accordance with the following documents (or as modified by any supplemental specifications and special provisions) in effect at the time the plans or reports are submitted:
  - 4.13.1. Design Manuals – Part I, II, III, IV and V, Indiana Department of Transportation
  - 4.13.2. Standard Specifications and Drawings, Indiana Department of Transportation
  - 4.13.3. Typical Construction Guidelines and Details, City of West Lafayette
  - 4.13.4. Standard Policy and Guidelines, City of West Lafayette
  - 4.13.5. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Official Roadside Design Guide, American Association of State Highway and Transportation Officials
  - 4.13.6. Americans with Disabilities Act (ADA), U.S. Department of Justice
  - 4.13.7. Public Right of Way Access Guidelines (PROWAG), U.S. Access Board Department of Justice Manual on Uniform Traffic Control Devices for Streets and Highways, Federal Highway Administration.
  - 4.13.8. Right of Way Engineering Manual, Indiana Department of Transportation.
  - 4.13.9. Guide for the Development of Bicycle Facilities, 2012 (AASHTO Bike Guide), American Association of State Highway and Transportation Officials.
  - 4.13.10. City of West Lafayette Stormwater Ordinance and associated Technical Standards.
- 4.14. The CONSULTANT shall prepare plans and submissions in four (4) stages of 25%, 55%, 95% and 100% complete as described below:
  - 4.14.1. The CONSULTANT shall prepare and submit Stage 1 plans (25% complete), which will include the following:
    - 4.14.1.1. Preliminary layout of road alignment, including proposed right-of-way requirements.
    - 4.14.1.2. Preliminary geotechnical investigations.
    - 4.14.1.3. MOT plan.
    - 4.14.1.4. Preliminary cost estimate.
  - 4.14.2. After approval of the Stage 1 Plans by the CITY; the CONSULTANT shall schedule the Preliminary Field Check meeting.

- 4.14.3. Following the Preliminary Field Check Meeting, the CONSULTANT shall prepare and submit Stage 2 plans (55% complete), which will include the following:
  - 4.14.3.1. Layout of road alignment, including final right-of-way requirements.
  - 4.14.3.2. Draft specifications and special provisions.
  - 4.14.3.3. Final Geotechnical Investigation Report and draft Pavement Design Report.
  - 4.14.3.4. Final MOT plan.
  - 4.14.3.5. Draft cost estimate.
- 4.14.4. After approval of the Stage 2 plans by the CITY; the CONSULTANT shall prepare the Stage 3 plans (95% complete) submission and submit to the CITY for review. The Stage 3 Submission shall include:
  - 4.14.4.1. Contract plans which show construction details, all impacts including access provisions to adjacent properties, rights of way required for construction of the project and include any maintenance of traffic provisions necessary for the roads at all ends of the project.
  - 4.14.4.2. Specifications and special provisions.
  - 4.14.4.3. The statement of probable cost for construction shall be prepared in accordance with Indiana Department of Transportation Design Manual, Chapter 108, Quantities, Provisions, and Cost Estimating and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the CITY, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the Indiana Department of Transportation.
  - 4.14.4.4. Depiction in the Plans of the utility locations and relocations determined through and as a result of coordination with the various utilities as outlined in Section 5 – Utility Coordination.
- 4.14.5. After approval of the Stage 3 Plans by the CITY; the CONSULTANT shall prepare final tracings (100% complete).
- 4.15. Upon completion and final approval of the work by CITY (if necessary), the CONSULTANT shall deliver to the CITY the following, which shall become the property of the CITY.
  - 4.15.1. Electronic PDF copy of final approved contract plans drawn to a suitable scale on standard 36" x 24" sheets.
  - 4.15.2. Set (copy) of all electronic survey field notes (Transit & Level Notes), section plats, and subdivision plats for all surveys the CONSULTANT has performed on the project. The field notes will be provided to the CITY in a digital format and a hard copy of electronic field survey data in ASCII format and an AutoCAD drawing of the topographic survey.
  - 4.15.3. Electronic PDF set of Special Provisions for the Specifications.
  - 4.15.4. Electronic PDF copy of the statement of probable construction cost.
  - 4.15.5. Electronic PDF copy of all design computations, indexed, paged and bound.

## 5. Utility Coordination



- 5.1. The CONSULTANT shall be responsible for implementing the Indiana Department of Transportation (INDOT) Utility Coordination Process for this project. All work shall be performed in accordance with Title 105 of the Indiana Administrative Code, Article 13, and shall follow the procedures outlined in INDOT Design Manual – Chapter 104: Utility Coordination.
- 5.2. As part of this scope, the CONSULTANT shall fulfill the roles of Designer, Surveyor, Utility Coordinator, and Consultant Project Manager, and shall perform the following tasks:
  - 5.2.1. 5.1.1. Notify all utilities affected by the project within the designated corridor. This includes:
  - 5.2.2. Coordinating and conducting meetings with utility representatives to verify their facilities. This task will initiate during the course of Stage 1 design;
  - 5.2.3. Analyzing and coordinating conflicts with utilities;
  - 5.2.4. Reviewing and providing feedback on utility relocation plans;
  - 5.2.5. Managing and maintaining the utility relocation schedule;
  - 5.2.6. Providing weekly progress reports on utility relocation activities to the CITY.
- 5.3. 5.1.2. Coordinate the relocation of all overhead utilities to underground installations, with the exception of electric transmission lines, which shall remain in their existing overhead configuration.

## 6. Environmental Documentation

- 6.1. The CONSULTANT shall prepare all necessary environmental documentation, including the determination and delineation of Waters of the U.S. The scope includes the following tasks:
  - 6.1.1. Red Flag Investigation (RFI): Conduct an RFI within a 0.5-mile radius of the project area to identify potential environmental concerns. This includes reviewing relevant data layers from the Indiana Geographic Information Office (GIO) Library.
  - 6.1.2. Site Visits: Perform site visits to visually inspect the project area, document conditions through photographs, and conduct various environmental assessments. One preliminary field check meeting is included.
  - 6.1.3. Agency Early Coordination: Compile and distribute an Early Coordination packet to appropriate regulatory agencies. The packet will include project information, exhibits, and a summary of potential environmental impacts.
- 6.2. Stormwater Pollution Prevention Plan (SWPPP) and Construction Stormwater General Permit (CSGP): The CONSULTANT shall prepare erosion control plans, SWPPP documentation, and construction specifications sufficient to obtain a Notice of Sufficiency (NOS) from the Indiana Department of Environmental Management (IDEM).
- 6.3. Section 401/404 Water Quality Certification (WQC) – Regional General Permit: Prepare and submit the Section 401 WQC Regional General Permit Notification form. Develop plans showing wetland and stream impacts, project limits, and construction details adjacent to wetlands. If required, develop wetland mitigation measures and complete the permit application.

## 7. Geotechnical Engineering

- 7.1. The CONSULTANT shall evaluate pavement and subsurface conditions and assess their impact on the proposed roadway improvements. This includes performing ten (10) soil borings staggered along the northbound and southbound lanes of McCormick Road, spaced approximately 400 to 500 feet apart, to a depth of 15 feet.

## 8. Pavement Design

- 8.1. The CONSULTANT shall perform pavement design analyses using the Mechanistic-Empirical Pavement Design Guide (MEPDG) methodology via AASHTOWare PavementME, in accordance with the INDOT Design Manual. Two (2) pavement designs are anticipated for this project.

## 9. Lighting Design

- 9.1. The CONSULTANT shall prepare ornamental and roadway lighting plans and coordinate electrical service connection points with the utility provider. The CITY will specify the type of roadway lighting to be used. Illumination design shall focus on lighting the roadway and intersections for vehicular traffic..

## 10. Permitting – INDOT

- 10.1. The CONSULTANT shall coordinate with INDOT to obtain necessary permit related to the proposed roundabout at the Lindberg Road intersection. This intersection is located within 700 feet of the US 231 intersection to the west and lies within existing INDOT right-of-way. The CONSULTANT shall prepare and submit required documentation and plans to INDOT for review and approval, ensuring compliance with applicable state requirements.

## 11. Bidding Phase Services

- 11.1. During the construction bidding phase, the CONSULTANT shall:
  - 11.1.1. Respond to contractor inquiries;
  - 11.1.2. Assist the CITY in issuing addenda to the contract documents.

## 12. Right-of-Way Engineering

- 12.1. Title Research Services
- 12.2. Right-of-Way Plan Development Services:
  - 12.2.1. Prepare legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way.
- 12.3. Right-of-Way Staking:
  - 12.3.1. Stake the proposed Right-of-way at all design bend points and at property lines with a 12-inch hub and lathe in earthen areas and with 3-inch mag nail in pavement areas unless directed otherwise. One (1) staking of each parcel is included with a minimum of five (5) parcels to be staked in a single trip to the field.
- 12.4. Right-of-Way Acquisition
  - 12.4.1. Perform right-of-way acquisition, including right-of-way management, appraisal, negotiation, closing and recording.
- 12.5. Assumptions;
  - 12.5.1. Eighteen (18) T&E reports are assumed.
  - 12.5.2. Appraisal fees assume five (5) short form and five (5) longform type appraisals. Additional appraisals may be required.
  - 12.5.3. R/W Acquisition from ten (10) unique land owners is assumed.

- 12.5.4. An additional permit or temporary right-of-way acquisition of eighteen (18) parcels are assumed from parcels owned by the ten unique land owners.
- 12.5.5. Staking eighteen (18) parcels for right-of-way acquisition is assumed.
- 12.5.6. Closing fees assume no insurance is required or provided for the closing.

### 13. Construction Design Liaison

- 13.1. The CONSULTANT shall provide design support during construction, including :
  - 13.1.1. Attend the pre-construction meeting.
  - 13.1.2. Attend 2 on-site progress meetings.
  - 13.1.3. Review 10% of Change Orders and recommend for approval.
  - 13.1.4. Review 50% of clarifications and interpretations.
  - 13.1.5. Review and approve Shop Drawings and samples.

### Schedule

The tentative schedule for major milestones is as follows:

<u>TASK</u>	<u>DATE</u>
Notice to Proceed	August 1, 2025
Bidding	December 2027
Construction Start	April 1, 2028

## **Exhibit B – Compensation**

## Exhibit B - Fee Proposal

RFP Scope Item		Fee (\$)
1	Project Management	95,000
2	Topographic & Route Surveys	80,200
3	Traffic Study & Analysis	28,850
4	Road Design	808,400
5	Utility Coordination	75,000
6	Environmental Documentation / Permitting	23,900
7	Geotechnical Engineering	35,000
8	Pavement Design	12,700
9	Lighting Design	43,500
10	Permitting - INDOT	10,000
11	Bidding Phase Services	12,000
12	Right-of-Way Engineering & Acquisition	235,010
	Project Management	\$1,555 ea 15,550
	Title & Encumbrance Reports <sup>1</sup>	\$850 ea 15,300
	Appraisals <sup>2</sup>	\$9,000 ea 90,000
	R/W Engineering (initial take per owner) <sup>3</sup>	\$4,560 ea 45,600
	Additional Description (add'l parcel take) <sup>4</sup>	\$995 ea 17,910
	Right-of-way Staking <sup>5</sup>	\$870 ea 15,650
	Purchasing / Closing <sup>6</sup>	\$1,000 ea \$10,000
	Offer & Negotiation <sup>3</sup>	\$2,500 ea \$25,000
13	Design Liaison During Construction ( <i>Estimated Time &amp; Expense Fee</i> )	15,000
14	Reimbursable Expenses Allocation ( <i>Estimated Time &amp; Expense Fee</i> )	5,000
<b>Total</b>		<b>\$1,479,560</b>

### Notes:

1. Eighteen (18) T&E reports are assumed.
2. Appraisal fees assume five (5) short form, and five (5) long form type appraisals.
3. R/W acquisition from ten (10) unique owners is assumed.
4. An additional permanent or temporary right-of-way acquisition of eighteen (18) parcels are assumed from parcels owned by the ten unique landowners.
5. Staking eighteen (18) parcels for right-of-way acquisition is assumed.
6. Closing fees may be dependent upon the value of each parcel being acquired and preference for insured closing. These fees assume uninsured closing.
7. The above listed fee estimates and unit prices are based on the current INDOT fee schedule (Jan. 1st – Dec. 31st 2025 and a ~5% increase). The actual billing will be based on the standard unit prices per the greater of the above fees or INDOT fee in place at the time the City authorizes land acquisition services, and actual costs incurred.

## **Exhibit C – Project Map**

## EXHIBIT C – PROJECT AREA





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**TO:** West Lafayette Redevelopment Commission

**FROM:** Benjamin Neild, Project Manager

**DATE:** Wednesday, July 16, 2025

**SUBJECT:** Request for Quotes – Arbor Chase Curb Repairs Construction – Engineering

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The Engineering Department requests approval to solicit quotations for the Arbor Chase Curb Repairs Construction Contract. This contract will be budgeted out of the **KCB TIF District**.

This Construction Contract will include localized curb repairs throughout the Arbor Chase neighborhood north of Kalberer Road. Due to issues with the original construction of the curbs, the curbs have experienced premature deterioration. These repairs will extend the life of the adjacent curbs and driveway aprons.

With your approval, we will request at least three quotations in the next several weeks and make our recommendation of Award at the **August 20, 2025**, Redevelopment Commission Meeting.



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**TO:** West Lafayette Redevelopment Commission

**FROM:** Natalia Bartos, City Engineer

**DATE:** July 16, 2025

**SUBJECT:** Fund Transfer: Community Crossings Fund Local Match Reimbursement – Engineering

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The Engineering Department respectfully requests approval for a fund transfer from the Levee Village TIF Fund to the Community Crossings Fund (Pavement & Sidewalk Redevelopment Project – Line 86) to reimburse the local match for the Levee Village Asphalt Resurfacing Project.

The Engineering Department was recently awarded funding through the Indiana Department of Transportation's Community Crossings Matching Grant (CCMG) program to support this project. The total not-to-exceed amount for the project is \$432,484.30, with INDOT contributing 50% (\$216,242.15) through the CCMG program.

The City's 50% local match was originally budgeted under the Redevelopment Commission's Levee Village TIF District. The project was publicly advertised and bid through the RDC, and an agreement was prepared with the selected contractor, Grady Brothers, Inc. However, due to scheduling constraints, the agreement was not included on the June RDC meeting agenda. To meet INDOT's requirement of a fully executed contract by June 27, 2025, the Board of Works approved the use of MVH – Restricted funds to temporarily provide the City's local match.

To restore the intended funding source, we request a transfer of **\$216,242.15** from the **Levee Village TIF** Fund to the Community Crossings Fund, which will then be used to reimburse the MVH – Restricted Fund for the previously advanced amount.

This project includes milling and paving work to support resurfacing efforts in the Levee Village area and was awarded under the CCMG program for its alignment with the City's infrastructure improvement goals.

Thank you for your consideration.

**RESOLUTION NO. RC 2025-11**  
**A RESOLUTION REQUESTING THE TRANSFER OF FUNDS**

BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF WEST LAFAYETTE,

The transfer of funds under I.C. 6-1.1-18-6, as requested by the Controller of the City of West Lafayette, Indiana has been found by the proper officers to be necessary. The transfer is hereby appropriated and directed.

TRANSFER OF FUNDS Increase/(Decrease):

Community Crossings / Transfers / Transfers From Another Fund Pavement & Sidewalk Development	\$ 216,242
Levee/Village Allocation-Eng / Transfers / Transfers To Another Fund Pavement & Sidewalk Development	\$ (216,242)
Net Change	<u>\$ -</u>

ADOPTED and APPROVED at a meeting of the City of West Lafayette Redevelopment Commission held on  
7/16/25

**WEST LAFAYETTE REDEVELOPMENT COMMISSION:**

**BY:** \_\_\_\_\_  
Lawrence T Oates, President

**ATTEST:**  
  
\_\_\_\_\_  
Kristen Edmundson, Secretary



# MEMO

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**TO:** West Lafayette Redevelopment Commission

**FROM:** Jennifer Gardiner – Parks and Recreation

**DATE:** Wednesday, July 16, 2025

**SUBJECT:** Change Order No. 01 - Deer and Critter Fence

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The Parks and Recreation Department respectfully requests that the Redevelopment Commission approve **Change Order No. 01** to the agreement previously approved on **April 16** with **Custom Fence & Sons** for the installation of a **Deer and Critter Fence** at the **Municipal Tree Nursery**, in an amount not to exceed **\$3,400**.

This change order includes the following modifications:

- Addition of two **16-foot manual gates** at the **northwest (NW) and southwest corners** of the property (\$1700 each).
- The 10-foot swinging gate quoted in the original agreement will be relocated from the southwest corner to the northeast fence line providing access to the wooded area on the property.

These modifications will provide access to all areas of the nursery, both inside and outside the fence. The parcel's features—including tree lines, roadside ditches, woodland, and natural swales—have influenced the requested changes. By adding two large gates, we can efficiently perform maintenance tasks such as mowing, invasive species removal, and tree care, while also accommodating potential site development.

This was budgeted from **KCB TIF District line item 40 – Parks Department Equipment** leaving a remaining balance of **\$64,257**.

Thank you for your consideration.

**CC:** Kathy Lozano. Greg Mitchell



# MEMORANDUM

**Deer & Critter Fence Project  
City of West Lafayette  
Change Order No. 01**

Original Contract Sum:	\$67,313.60
Change Order No. 01:	<u>\$ 3,400.00</u>
New Contract Amount:	\$70,713.60

DATE: \_\_\_\_\_

Approved by the Redevelopment Commission on the: \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Lawrence T. Oates, President

Attest: \_\_\_\_\_  
Kristen Edmundson, Secretary



## Custom Fence & Sons

Josiah Shirar

Business Number 765-230-2240

2769 W 1000 N

New Richmond, IN

47967

josiah@cfas.us

BID

BID0010450

DATE

Jun 2, 2025

TOTAL

USD \$3,400.00

TO

### City of West Lafayette Tree Nursery

Jennifer Gardiner

3400 N 350 W West Lafayette, IN 47906

765-806-7701

jgardiner@westlafayette.in.gov

DESCRIPTION	RATE	QTY	AMOUNT
8x16 Deer Gate Materials + Labor	\$1,700.00	2	\$3,400.00
- Two gates added at the southwest and northwest corners for easy accessibility to surrounding farm ground.			
TAXABLE			\$0.00
TAX (7%)			inc \$0.00
TOTAL			USD \$3,400.00

NOTES:



# MEMO

**TO:** Redevelopment Commission

**FROM:** Parks & Recreation Department

**DATE:** Wednesday, July 16, 2025

**SUBJECT:** Tiny Purchases - Municipal Tree Nursery Equipment

We respectfully request the Redevelopment Commission approve the following tiny purchases for the Municipal Tree Nursery with equipment sourced from Amazon, Rigg's Outdoor Power, and Cherokee Mfg. for an amount not-to-exceed \$9615.18.

This was budgeted from **KCB TIF District line item 40 – Parks Department Equipment** leaving a remaining balance of \$54,641.82.

Equipment	Qty.	Cost	Total Cost	Vendor	Description of Need
Flammable Cabinet - 45 gallon	1	\$1,339.00	\$1,339.00	Amazon	Chemicals & fuel storage
Spill Kit - 20 gallon	1	\$159.25	\$159.25	Amazon	
Gasoline Canisters - metal	2	\$64.97	\$129.94	Amazon	Mower, trimmer, etc.
Diesel Canisters - metal	2	\$67.68	\$135.36	Amazon	Kubota tractor
Stihl String Trimmer - FS91R	1	\$297.91	\$297.91	Rigg's Outdoor	FS91R
Pallet Forks 42", 1200 lb.	1	\$837.00	\$837.00	Rigg's Outdoor	quick connect attachment
Rotary Tiller RTR1266	1	\$3,175.00	\$3,175.00	Rigg's Outdoor	66", slip clutch, gear drive
Walk behind Tiller - Super Bronco	1	\$979.00	\$979.00	Rigg's Outdoor	208 cc, 16"
Stihl Chainsaw chain (MSA220)	2	\$26.49	\$52.98	Rigg's Outdoor	63PS3 55 (16" Bar)
Stihl Pruning saw chain (GTA 26)	2	\$19.87	\$39.74	Rigg's Outdoor	61PS3-28
Tree Stakes - Bamboo & Fiberglass	400		\$2,470.00	Cherokee Mfg.	10ft - 100 each, 4 sizes, '25-'26
<b>TOTAL</b>			<b>\$9,615.18</b>		

Thank you for your consideration.

CC: Kathy Lozano, Greg Mitchell

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**TO:** West Lafayette Redevelopment Commission

**FROM:** Jen Van Schuyver, Director of Development

**DATE:** July 15, 2025

**SUBJECT:** Agreement - Neighborhood Street Lighting Projects - Development

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The Department of Development respectfully requests that the Redevelopment Commission approve the following agreement with VS Engineering for street lighting design services for two projects:

Project	Cost
Robinson Street Lighting	\$79,200
Indian Trail Drive Lighting	\$73,700
<b>Total</b>	<b>\$152,900</b>
Budgeted out of the Levee Village TIF District in the Spending Plan addendum Street Lighting Initiative leaving a remaining balance of \$447,100.	

The initial request for proposals was released on March 12<sup>th</sup>, but did not receive any bids in April. In accordance with the purchasing policy, the city directly solicited quotes from qualifying engineering firms to perform the design work and provide administrative support for construction. Staff determined that VS Engineering offered the best overall approach and pricing for the implementation of these projects.

The construction aspects of the projects will be presented for consideration at a later date. For now, VS Engineering will focus on completing preliminary designs and photometric reports, which will be shared with the public. Community feedback will help determine the desired level of lighting and the city will determine the necessary lighting required for safety.

Thank you for your consideration.

**CC:** Engineering Department

**DESIGN SERVICES FOR  
The City of West Lafayette Street Lighting Initiative – Indian Trail Drive  
AGREEMENT FORM**

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2025, at West Lafayette, Indiana, by and between the Redevelopment Commission for the City of West Lafayette, Indiana (hereinafter referred to as the "WLRDC") and **VS Engineering, Inc.** (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:**

That in consideration of the mutual covenants hereinafter set forth, the WLRDC and the CONSULTANT agree as follows:

**Article 1: SCOPE OF WORK**

The CONSULTANT shall furnish the professional services outlined in **Exhibit A - Scope of Services** for the extents of the subject project generally depicted in **Exhibit C - Project Map**.

The CONSULTANT shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**Article 2: PAYMENT**

The WLRDC shall pay to the CONSULTANT, in full and complete payment for all performance of the Contract not to exceed the sum of **\$73,700** as outlined in **Exhibit B - Compensation**.

**Article 3: CONTRACT DOCUMENTS**

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, and the CONSULTANT's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

**Article 4: SEVERANCE**

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the WLRDC and CONSULTANT but shall not be construed as the WLRDC's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

**Article 5: RECORDS**

The CONSULTANT will maintain proper records for review by the WLRDC.

**Article 6: DATE OF COMPLETION**

It is understood that the OWNER anticipates award of Construction Contract by 12/31/25.



**Article 7: PREVAILING PARTY – ATTORNEY FEES**

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

**Article 8: NO INVESTMENT IN IRAN**

As required by Ind. Code § 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

**Article 9: NON-COLLUSION**

The undersigned offeror or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**Article 10: E-VERIFY – USCIS Form I-9**

CONSULTANT shall comply with E-Verify Program as follows:

- a) Pursuant to IC 22-5-1.7, CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees of CONSULTANT through the E-Verify Program (“Program”). CONSULTANT is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b) CONSULTANT and its subconsultants shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONSULTANT or its subconsultants subsequently learns is an unauthorized alien. If CONSULTANT violates this Section 7(b), the WLRDC shall require CONSULTANT to remedy the violation not later than thirty (30) days after the WLRDC notifies CONSULTANT. If CONSULTANT fails to remedy the violation within the thirty (30) day period, the WLRDC shall terminate the contract for breach of contract. If the WLRDC terminates the contract, CONSULTANT shall, in addition to any other contractual remedies, be liable to the WLRDC for actual damages. There is a rebuttable presumption that CONSULTANT did not knowingly employ an unauthorized alien if CONSULTANT verified the work eligibility status of the employee through the Program.
- c) If CONSULTANT employs or contracts with an unauthorized alien but the WLRDC determines that terminating the contract would be detrimental to the public interest or public property, the WLRDC may allow the contract to remain in effect until the WLRDC procures a new CONSULTANT.
- d) CONSULTANT shall, prior to performing any work, require each subconsultant to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONSULTANT shall maintain on file a certification from each subconsultant throughout the duration of the Project. If CONSULTANT determines that a subconsultant is in violation of this Section 7(d), CONSULTANT may terminate its contract with the subconsultant for such violation. Such termination may not be considered a breach of contract by CONSULTANT or the

subconsultant.

- e) By its signature below, CONSULTANT swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the WLRDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

#### **Article 11: NON-DISCRIMINATION**

Pursuant to Ind. Code § 22-9-1-10 and the City of West Lafayette's Municipal Code, the CONSULTANT represents that it and its subconsultants shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry, veteran status, sexual orientation, or gender identity.

#### **Article 12: COMPLIANCE WITH ACCESSIBILITY**

It is the intent and goal of the WLRDC to ensure that all new construction within the WLRDC of West Lafayette shall comply with all ADA and PROWAG guidelines.

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the WLRDC of West Lafayette adopted the 2010 ADA SAD standards for new construction and alterations for facilities and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the WLRDC of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the WLRDC.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be assessed fines, as follows:

- a) Non-compliant fee (\$250 per day), and a "Stop Work" order will be issued.
- b) If after (3) violations and (10) business days to correct non-compliance issues, your contract will be revoked.

### **Article 13: COMPLIANCE WITH TITLE VI**

It is the intent and goal of the WLRDC to ensure that all new construction within the WLRDC of West Lafayette shall comply with all TITLE VI guidelines.

“Owner in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will **affirmatively ensure** that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.”

### **Article 14: Employment**

During the period of this agreement, the CONSULTANT shall not engage on this Project on a full or part-time basis any professional or technical personnel who are or have been at any time during the period of this Agreement, in the employ of the OWNER, except regularly retired employees.

### **Article 15: Ownership of Documents**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The OWNER shall be entitled to copies or reproducible sets of any of the aforesaid.

### **Article 16: Insurance**

The CONSULTANT shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- a) General Liability (including automobile) — combined single limit of \$1,000,000.00. The OWNER shall be named as an Additional Insured, and be given a 30-day notice of cancellation, non-renewal, or significant change of coverage. CONSULTANT's insurance shall be written on a "primary" basis, and the OWNER's insurance program shall be in excess of all of CONSULTANT's available coverage.
- b) Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00
- c) CONSULTANT shall obtain, and keep in effect, a valid policy of Workers' Compensation Insurance.
- d) The CONSULTANT shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the OWNER.

**Article 17: Successors and Assigns**

The OWNER and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**Article 18: Severability**

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect, unless the stricken provision leaves the remaining AGREEMENT unenforceable.

**Article 19: Termination of Agreement**

This Agreement may be terminated by either party should the other party fail substantially to perform in accordance with its terms through no fault of the other, or if the OWNER decides to terminate for the convenience of the OWNER. In any event, sixty (60) days' written notice is required by either party. In the event of termination, due to the fault of others than the CONSULTANT, the CONSULTANT shall be paid for services performed to the termination date, including reimbursements.

**Article 20: Dispute Resolution**

All claims or disputes of the CONSULTANT and the OWNER arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located. In the event of litigation, the prevailing party shall be entitled to reasonable costs of litigation, including a reasonable attorney's fee.

**Article 21: Indemnities**

CONSULTANT and the OWNER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence as defined by Indiana law, including but not limited to the law of Contributory Fault. In no event shall this provision diminish the OWNER's right to the defense of contributory negligence.

**Article 22: Supplements**

This Agreement may be amended, supplemented, or modified by a written addendum, signed by the parties.

**IN WITNESS WHEREOF** we have set our hands the day and year first above written.

**VS Engineering, Inc.**

**City of West Lafayette  
REDEVELOPMENT COMMISSION**



Sanjay B. Patel, PE, CEO, President  
VS Engineering, Inc.

\_\_\_\_\_  
Lawrence T. Oates, President

ATTEST: \_\_\_\_\_  
Kristen Edmundson, Secretary

END OF SECTION

**Exhibit A - Scope of Services**

## EXHIBIT A - SCOPE OF SERVICES

July 10, 2025

Caroline Kester, Development Project Manager  
City of West Lafayette  
Margerum City Hall  
222 N Chauncey Ave  
West Lafayette, IN 47906  
T: (765) 775-5162  
ckester@westlafayette.in.gov

Re: Proposal for Civil Engineering and Land Surveying Services  
Project: City of West Lafayette Street Lighting Initiative – Indian Trail Drive

Ms. Kester:

VS Engineering, Inc. (VS) is excited to work closely with the City of West Lafayette to provide professional Civil Engineering and Land Surveying services for the above referenced project. The subject project area (depicted in Attachment 1) includes the corridor of Indian Trail Drive between East Lindberg Avenue and Knox Drive in West Lafayette, IN. This proposal is provided with consideration to and in accordance with: (1) City of West Lafayette RFP released 05/30/2025, (2) email correspondence between VS and City through June & July, 2025, and (3) Project Scoping Meeting with the City of West Lafayette on 07/07/2025. The following is additional information regarding the professional services proposed.

This proposal is prepared with the assumption that the engineering services, bidding process, and construction activities for the Robinson Street and Indian Trail Drive projects will be executed concurrently and under the direction of the same consultant and contractor. It is further assumed that these projects will be managed as a unified effort and will not be divided or awarded separately. Any deviation from this assumption may require a revision of the scope, schedule, and associated fees.

**PROJECT DESCRIPTION**

The City of West Lafayette proposes the installation of streetlights along the specified corridor. This initiative aims to enhance pedestrian safety while also supporting the City's broader goal of standardizing lighting aesthetics across municipal areas.

**SCOPE OF SERVICES****SCHEMATIC DESIGN**

- A. Existing Conditions Basemap
  - 1. Prepare an Existing Conditions Basemap for the site as needed to facilitate engineering design.
  - 2. In the existing conditions basemap, the locations of underground and above ground utilities are provided based upon Quality Level D (QLD) as defined by ASCE 38

Standards. This may include markings as a result of contact with Indiana Underground Plant Protection Services (Holey Moley / Indiana 811), available reference plans, and reference plans and data provided by the Client.

3. Ortho aerial imagery
- B. Engineer shall:
  1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, budgetary limitations, and identify available data, information, reports, and site evaluations.
  2. Visit the Site to review existing conditions and facilities as applicable to meeting the objectives of the Schematic Design.
  3. Identify initial utilities in the project area that may conflict with proposed infrastructure and initiate utility coordination.
  4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements.
  5. Furnish a schematic plan to the Owner that includes:
    - a. Existing Conditions Basemap
    - b. Perform conflict checks between proposed lighting & appurtenances and existing site features.
    - c. Provide lighting photometrics for both options below with selected lighting fixture & appurtenances.
      - i. Intersection lighting only – approximately ten (10) street lights
      - ii. Intersection and mid-block lighting – approximately eight (8) street lights
    - d. Preliminary Bid Schedule & Engineer's Cost Estimate.
    - e. Provide visual renderings of representative project areas incorporating the owner-selected lighting fixtures and associated appurtenances, to illustrate the anticipated appearance and performance of the proposed lighting design.
  6. Coordinate with the Street Department to identify an appropriate lighting luminaire model and associated appurtenances that align with the City's standardization goals. The selected equipment should support citywide model consistency and ensure ease of long-term maintenance.
  7. Attend a Schematic Design Review meeting, during which the Owner and VS will evaluate and discuss the deliverables outlined in Item 5 of this section.

#### PUBLIC MEETING

- A. Attend a public meeting where VS will present project information to the community. The presentation will provide insight into both lighting options under consideration, allowing for public input and discussion.

#### FINAL DESIGN

- A. After acceptance by Owner of the Schematic Design deliverables; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for



completion of Engineer's services, resulting from modifications to the Project, and (2) upon authorization from Owner, Engineer shall:

1. Prepare construction plans that include a complete luminaire layout design at each intersection along the specified corridor – approximately ten (10) streetlights in total.
2. Provide Contract Book

#### FINAL DESIGN – MIDBLOCK STREET LIGHTING

- A. Following receipt of public feedback, the Owner will determine whether luminaires should be installed exclusively at intersections as described above or also at midblock locations.
- B. Upon receiving authorization from the Owner indicating that midblock lighting is desired, the Engineer shall:
  - a. Prepare construction plans that include a complete luminaire layout design at midblock locations along the specified corridor – approximately eight (8) streetlights in total.

#### CONSTRUCTION PHASE SERVICES

- A. VS will provide construction administration services in collaboration with the Owner on a Time and Expense basis not to exceed the limits shown below in the Project Fees section. Services include:
  1. Review contractor-provided submittals for proposed construction elements
  2. Contractor pay request review and recommendation to Owner
  3. Construction inspection and observation – VS proposes to make construction site visits to observe and document construction concerns as requested by the owner with the following limitations:
    - a. Up to one (1) day of construction supervisor and construction inspector is proposed for each week of construction activity. A total of five (5) weeks of construction is anticipated and assumed.
    - b. Construction progress meetings – Attendance at construction progress meetings (to be managed by the contractor).
      - 1) Up to three (3) progress meetings are included.

#### **OWNER RESPONSIBILITIES**

- A. Owner to provide latest iteration of high-resolution aerial orthoimagery, LiDAR, GIS data (including utility layers and other layers in or near the project limits).
- B. Owner to initiate and complete community survey.
- C. The owner is to review the submitted documents and provide direction to the engineer based on the selected option. Only one option is to be selected.

#### **ASSUMPTIONS**

- A. Except as noted, no survey topography data will be collected or provided by VS.
- B. This proposal does not include construction as-builts, record drawings or construction layout services.
- C. Utility discovery/potholing or other services not specifically outlined above are excluded.
- D. Additional engineering services not included can be provided on a time and expense basis as authorized by Owner.

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,



Clem S. Kuns, PE, PS

Senior Project Manager / Lafayette Regional Manager

Attachments –

(1) Terms & Conditions, (2) Project Map

- 1.1. Compensation for Services.** A \$0 retainer is requested at the time of authorization to proceed. VS Engineering, Inc. (VS) will submit monthly invoices for partial completion of services. Payment from Client will be due within 30 days of VS's invoice. VS will stop work if account balances become 90 days overdue. Invoices not paid within 120 days will be referred for collection and Client will be responsible for all expenses incurred by VS in the collection, including attorney fees.
- 1.2. Services Outside Scope of Agreement.** Services not set forth or listed in this Agreement are specifically excluded from the scope of services. If circumstances or conditions that were not originally contemplated by or known to VS are revealed, to the extent they affect the scope of services, VS may call for renegotiation of appropriate portions of this Agreement. VS will provide additional services upon written approval from Client or upon verbal approval from Client followed by a confirmation letter from VS. These additional services will be outside the scope of this Agreement and will be billed to Client at VS's standard hourly rates plus expenses.
- 1.3. Standard Hourly Rates.** Unless specifically noted in the written scope, VS shall use the current year standard hourly rates and expenses for all hourly work. The current year shall be the year in which the work is being completed. Any work completed as an Expert Witness shall be done at a rate 2.0 times the standard hourly rates.
- 1.4. Representation and Opinions.** VS represents that all Services provided by its members, employees, agents and representatives are performed in a professional manner in accordance with sound consulting and engineering practices and procedures.
- 1.5. Opinions of Probable Cost.** In providing opinions of probable cost, Client understands VS has no control over the cost or availability of labor, equipment, materials, or market conditions. VS's opinions of probable cost are made on the basis of professional judgment and experience. VS makes no warranty, expressed or implied that the costs will not vary from the opinion of probable cost.
- 1.6. Access.** Client shall arrange for access to and shall make all necessary provisions for VS to enter upon public and private property as required by VS to perform the Services required under this Agreement. Although VS will exercise reasonable care in performing its Services, Client understands that performing some services may unavoidably cause minor disturbance to the Site, the correction of which is not part of this Agreement.
- 1.7. Limited Liability.** VS shall have the first and primary right to remedy any errors, omissions or defective workmanship. VS shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that Client's sole remedy against VS is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. VS is not responsible for errors which result from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against VS or its subcontractors no later than one year after completion of Services.
- 1.8. Indemnification.** VS agrees to indemnify and hold harmless Client and all of its officers, directors and employees against claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, (including reasonable attorneys' fees) which result from any act or

omission constituting gross negligence, willful misconduct or breach of fiduciary duty by any manager, agent or employee of VS in connection with VS's performance under this Agreement. Client agrees to indemnify and hold harmless VS and all of its managers, employees, agents, and other representatives ("Indemnatee") against costs, losses, liabilities, expenses (including reasonable attorneys' fees), and amounts paid in settlement actually incurred in connection with third party claims against any Indemnatee (collectively, "Losses") which result from any act or omission constituting negligence, misconduct, or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, unless such Losses are covered by insurance, in which event VS shall be indemnified only to the extent of any uninsured Losses. It is intended by the parties of this agreement that VS's services in connection with the project shall not subject VS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against VS, an Indiana corporation, and not against any of VS's individual employees, officers or directors.

- 1.9. Force Majeure.** Neither party shall be liable to the other for any costs or damages due to causes beyond its control, expressly including weather conditions. Extensions of the performance schedule (if any) shall be deemed to be automatically granted in the case of delays beyond the control of VS.
- 1.10. Instruments of Service.** All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by VS pursuant to this Agreement are instruments of service in respect to this Project, and VS shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this Project, on any other project, or for completions of this Project should this Agreement be terminated, nor may such documents be so reused without the express written consent of VS. Any reuse or modification of such documents without the consent of VS will be at Client's sole risk and without liability to VS, and Client shall indemnify and hold VS harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.
- 1.11. Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At VS's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having situs within the County of Marion, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, forum non conveniens and trial by jury.
- 1.12. Client Disclosure and Lawfulness.** Client agrees to disclose to VS all pertinent information relative to the project including surveys, data, instructions, past reports and/or correspondence. VS may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 1.13. Construction Observation.** If VS is not contracted for Construction Observation services associated with design services, it is understood and agreed that such services will be provided for by Client. Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation and Client waives any claims against VS that may be in any way connected thereto.

- 1.14. Termination.** This Agreement may be terminated by either party upon 14 days written notice. Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.
- 1.15. Assignment.** This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither VS nor Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.
- 1.16. Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services as set forth in this Agreement.
- 1.17. Authorization.** All signatories represent they are duly authorized to execute this Agreement.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. Please advise VS immediately in writing if any terms of this agreement need to be altered.

## **Exhibit B – Compensation**

## EXHIBIT B - COMPENSATION

### **PROJECT FEES** (LUMP SUMP)

(1) Schematic Design	\$ 41,000
(2) Public Meeting	\$ 4,800
(3) Final Design	\$ 13,300
(4) Final Design – Midblock Lighting (If Required)	\$ 3,600
(5) Construction Phase Services (Time & Expense not to Exceed)	\$ 11,000
Total Fee	\$ 73,700

## **Exhibit C – Project Map**





Indian Trail Drive  
Lighting Location

Figure A

**DESIGN SERVICES FOR  
The City of West Lafayette Street Lighting Initiative – Robinson Street  
AGREEMENT FORM**

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2025, at West Lafayette, Indiana, by and between the Redevelopment Commission for the City of West Lafayette, Indiana (hereinafter referred to as the "WLRDC") and **VS Engineering, Inc.** (hereinafter referred to as the "CONSULTANT").

**WITNESSETH:**

That in consideration of the mutual covenants hereinafter set forth, the WLRDC and the CONSULTANT agree as follows:

**Article 1: SCOPE OF WORK**

The CONSULTANT shall furnish the professional services outlined in **Exhibit A - Scope of Services** for the extents of the subject project generally depicted in **Exhibit C - Project Map**.

The CONSULTANT shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**Article 2: PAYMENT**

The WLRDC shall pay to the CONSULTANT, in full and complete payment for all performance of the Contract not to exceed the sum of **\$79,200** as outlined in **Exhibit B - Compensation**.

**Article 3: CONTRACT DOCUMENTS**

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, and the CONSULTANT's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

**Article 4: SEVERANCE**

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the WLRDC and CONSULTANT but shall not be construed as the WLRDC's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

**Article 5: RECORDS**

The CONSULTANT will maintain proper records for review by the WLRDC.

**Article 6: DATE OF COMPLETION**

It is understood that the OWNER anticipates award of Construction Contract by 12/31/25.

**Article 7: PREVAILING PARTY – ATTORNEY FEES**

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

**Article 8: NO INVESTMENT IN IRAN**

As required by Ind. Code § 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

**Article 9: NON-COLLUSION**

The undersigned offeror or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**Article 10: E-VERIFY – USCIS Form I-9**

CONSULTANT shall comply with E-Verify Program as follows:

- a) Pursuant to IC 22-5-1.7, CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees of CONSULTANT through the E-Verify Program (“Program”). CONSULTANT is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b) CONSULTANT and its subconsultants shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONSULTANT or its subconsultants subsequently learns is an unauthorized alien. If CONSULTANT violates this Section 7(b), the WLRDC shall require CONSULTANT to remedy the violation not later than thirty (30) days after the WLRDC notifies CONSULTANT. If CONSULTANT fails to remedy the violation within the thirty (30) day period, the WLRDC shall terminate the contract for breach of contract. If the WLRDC terminates the contract, CONSULTANT shall, in addition to any other contractual remedies, be liable to the WLRDC for actual damages. There is a rebuttable presumption that CONSULTANT did not knowingly employ an unauthorized alien if CONSULTANT verified the work eligibility status of the employee through the Program.
- c) If CONSULTANT employs or contracts with an unauthorized alien but the WLRDC determines that terminating the contract would be detrimental to the public interest or public property, the WLRDC may allow the contract to remain in effect until the WLRDC procures a new CONSULTANT.
- d) CONSULTANT shall, prior to performing any work, require each subconsultant to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONSULTANT shall maintain on file a certification from each subconsultant throughout the duration of the Project. If CONSULTANT determines that a subconsultant is in violation of this Section 7(d), CONSULTANT may terminate its contract with the subconsultant for such violation. Such termination may not be considered a breach of contract by CONSULTANT or the

subconsultant.

- e) By its signature below, CONSULTANT swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the WLRDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

#### **Article 11: NON-DISCRIMINATION**

Pursuant to Ind. Code § 22-9-1-10 and the City of West Lafayette's Municipal Code, the CONSULTANT represents that it and its subconsultants shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry, veteran status, sexual orientation, or gender identity.

#### **Article 12: COMPLIANCE WITH ACCESSIBILITY**

It is the intent and goal of the WLRDC to ensure that all new construction within the WLRDC of West Lafayette shall comply with all ADA and PROWAG guidelines.

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the WLRDC of West Lafayette adopted the 2010 ADA SAD standards for new construction and alterations for facilities and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the WLRDC of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the WLRDC.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be assessed fines, as follows:

- a) Non-compliant fee (\$250 per day), and a "Stop Work" order will be issued.
- b) If after (3) violations and (10) business days to correct non-compliance issues, your contract will be revoked.

### **Article 13: COMPLIANCE WITH TITLE VI**

It is the intent and goal of the WLRDC to ensure that all new construction within the WLRDC of West Lafayette shall comply with all TITLE VI guidelines.

“Owner in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will **affirmatively ensure** that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.”

### **Article 14: Employment**

During the period of this agreement, the CONSULTANT shall not engage on this Project on a full or part-time basis any professional or technical personnel who are or have been at any time during the period of this Agreement, in the employ of the OWNER, except regularly retired employees.

### **Article 15: Ownership of Documents**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The OWNER shall be entitled to copies or reproducible sets of any of the aforesaid.

### **Article 16: Insurance**

The CONSULTANT shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- a) General Liability (including automobile) — combined single limit of \$1,000,000.00. The OWNER shall be named as an Additional Insured, and be given a 30-day notice of cancellation, non-renewal, or significant change of coverage. CONSULTANT's insurance shall be written on a "primary" basis, and the OWNER's insurance program shall be in excess of all of CONSULTANT's available coverage.
- b) Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00
- c) CONSULTANT shall obtain, and keep in effect, a valid policy of Workers' Compensation Insurance.
- d) The CONSULTANT shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the OWNER.



**Article 17: Successors and Assigns**

The OWNER and the CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**Article 18: Severability**

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect, unless the stricken provision leaves the remaining AGREEMENT unenforceable.

**Article 19: Termination of Agreement**

This Agreement may be terminated by either party should the other party fail substantially to perform in accordance with its terms through no fault of the other, or if the OWNER decides to terminate for the convenience of the OWNER. In any event, sixty (60) days' written notice is required by either party. In the event of termination, due to the fault of others than the CONSULTANT, the CONSULTANT shall be paid for services performed to the termination date, including reimbursements.

**Article 20: Dispute Resolution**

All claims or disputes of the CONSULTANT and the OWNER arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located. In the event of litigation, the prevailing party shall be entitled to reasonable costs of litigation, including a reasonable attorney's fee.

**Article 21: Indemnities**

CONSULTANT and the OWNER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence as defined by Indiana law, including but not limited to the law of Contributory Fault. In no event shall this provision diminish the OWNER's right to the defense of contributory negligence.

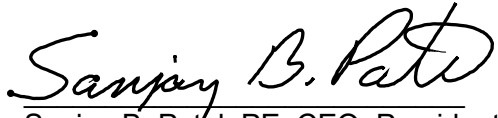
**Article 22: Supplements**

This Agreement may be amended, supplemented, or modified by a written addendum, signed by the parties.

**IN WITNESS WHEREOF** we have set our hands the day and year first above written.

**VS Engineering, Inc.**

**City of West Lafayette  
REDEVELOPMENT COMMISSION**



Sanjay B. Patel, PE, CEO, President  
VS Engineering, Inc.

\_\_\_\_\_  
Lawrence T. Oates, President

ATTEST: \_\_\_\_\_  
Kristen Edmundson, Secretary

END OF SECTION

**Exhibit A - Scope of Services**



## EXHIBIT A - SCOPE OF SERVICES

July 10, 2025

Caroline Kester, Development Project Manager  
City of West Lafayette  
Margerum City Hall  
222 N Chauncey Ave  
West Lafayette, IN 47906  
T: (765) 775-5162  
ckester@westlafayette.in.gov

Re: Proposal for Civil Engineering and Land Surveying Services  
Project: City of West Lafayette Street Lighting Initiative – Robinson Street

Ms. Kester:

VS Engineering, Inc. (VS) is excited to work closely with the City of West Lafayette to provide professional Civil Engineering and Land Surveying services for the above referenced project. The subject project area (depicted in Attachment 1) includes the corridor of Robinson Street between North Salisbury Street and North River Road in West Lafayette, IN. This proposal is provided with consideration to and in accordance with: (1) City of West Lafayette RFP released 05/30/2025, (2) email correspondence between VS and City through June & July, 2025, and (3) Project Scoping Meeting with the City of West Lafayette on 07/07/2025. The following is additional information regarding the professional services proposed.

This proposal is prepared with the assumption that the engineering services, bidding process, and construction activities for the Robinson Street and Indian Trail Drive projects will be executed concurrently and under the direction of the same consultant and contractor. It is further assumed that these projects will be managed as a unified effort and will not be divided or awarded separately. Any deviation from this assumption may require a revision of the scope, schedule, and associated fees.

**PROJECT DESCRIPTION**

The City of West Lafayette proposes the installation of streetlights along the specified corridor. This initiative aims to enhance pedestrian safety while also supporting the City's broader goal of standardizing lighting aesthetics across municipal areas.

**SCOPE OF SERVICES****SCHEMATIC DESIGN**

- A. Existing Conditions Basemap
  - 1. Prepare an Existing Conditions Basemap for the site as needed to facilitate engineering design.
  - 2. In the existing conditions basemap, the locations of underground and above ground utilities are provided based upon Quality Level D (QLD) as defined by ASCE 38

Standards. This may include markings as a result of contact with Indiana Underground Plant Protection Services (Holey Moley / Indiana 811), available reference plans, and reference plans and data provided by the Client.

3. Ortho aerial imagery
- B. Engineer shall:
  1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, budgetary limitations, and identify available data, information, reports, and site evaluations.
  2. Visit the Site to review existing conditions and facilities as applicable to meeting the objectives of the Schematic Design.
  3. Identify initial utilities in the project area that may conflict with proposed infrastructure and initiate utility coordination.
  4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements.
  5. Furnish a schematic plan to the Owner that includes:
    - a. Existing Conditions Basemap
    - b. Perform conflict checks between proposed lighting & appurtenances and existing site features.
    - c. Provide lighting photometrics for both options below with selected lighting fixture & appurtenances.
      - i. Intersection lighting only – approximately eleven (11) street lights
      - ii. Intersection and mid-block lighting – approximately ten (10) street lights
    - d. Preliminary Bid Schedule & Engineer's Cost Estimate.
    - e. Provide visual renderings of representative project areas incorporating the owner-selected lighting fixtures and associated appurtenances, to illustrate the anticipated appearance and performance of the proposed lighting design.
  6. Coordinate with the Street Department to identify an appropriate lighting luminaire model and associated appurtenances that align with the City's standardization goals. The selected equipment should support citywide model consistency and ensure ease of long-term maintenance.
  7. Attend a Schematic Design Review meeting, during which the Owner and VS will evaluate and discuss the deliverables outlined in Item 5 of this section.

#### PUBLIC MEETING

- A. Attend a public meeting where VS will present project information to the community. The presentation will provide insight into both lighting options under consideration, allowing for public input and discussion.

#### FINAL DESIGN

- A. After acceptance by Owner of the Schematic Design deliverables; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for

completion of Engineer's services, resulting from modifications to the Project, and (2) upon authorization from Owner, Engineer shall:

1. Prepare construction plans that include a complete luminaire layout design at each intersection along the specified corridor – approximately eleven (11) streetlights in total.
2. Provide Contract Book

#### **FINAL DESIGN – MIDBLOCK STREET LIGHTING**

- A. Following receipt of public feedback, the Owner will determine whether luminaires should be installed exclusively at intersections as described above or also at midblock locations.
- B. Upon receiving authorization from the Owner indicating that midblock lighting is desired, the Engineer shall:
  - a. Prepare construction plans that include a complete luminaire layout design at midblock locations along the specified corridor – approximately ten (10) streetlights in total.

#### **CONSTRUCTION PHASE SERVICES**

- A. VS will provide construction administration services in collaboration with the Owner on a Time and Expense basis not to exceed the limits shown below in the Project Fees section. Services include:
  1. Review contractor-provided submittals for proposed construction elements
  2. Contractor pay request review and recommendation to Owner
  3. Construction inspection and observation – VS proposes to make construction site visits to observe and document construction concerns as requested by the owner with the following limitations:
    - a. Up to one (1) day of construction supervisor and construction inspector is proposed for each week of construction activity. A total of six (6) weeks of construction is anticipated and assumed.
    - b. Construction progress meetings – Attendance at construction progress meetings (to be managed by the contractor).
      - 1) Up to three (3) progress meetings are included.

#### **OWNER RESPONSIBILITIES**

- A. Owner to provide latest iteration of high-resolution aerial orthoimagery, LiDAR, GIS data (including utility layers and other layers in or near the project limits).
- B. Owner to initiate and complete community survey.
- C. The owner is to review the submitted documents and provide direction to the engineer based on the selected option. Only one option is to be selected.

#### **ASSUMPTIONS**

- A. Except as noted, no survey topography data will be collected or provided by VS.
- B. This proposal does not include construction as-builts, record drawings or construction layout services.
- C. Utility discovery/potholing or other services not specifically outlined above are excluded.
- D. Additional engineering services not included can be provided on a time and expense basis as authorized by Owner.

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,



Clem S. Kuns, PE, PS  
Senior Project Manager / Lafayette Regional Manager

Attachments –

(1) Terms & Conditions, (2) Project Map

- 1.1. Compensation for Services.** A \$0 retainer is requested at the time of authorization to proceed. VS Engineering, Inc. (VS) will submit monthly invoices for partial completion of services. Payment from Client will be due within 30 days of VS's invoice. VS will stop work if account balances become 90 days overdue. Invoices not paid within 120 days will be referred for collection and Client will be responsible for all expenses incurred by VS in the collection, including attorney fees.
- 1.2. Services Outside Scope of Agreement.** Services not set forth or listed in this Agreement are specifically excluded from the scope of services. If circumstances or conditions that were not originally contemplated by or known to VS are revealed, to the extent they affect the scope of services, VS may call for renegotiation of appropriate portions of this Agreement. VS will provide additional services upon written approval from Client or upon verbal approval from Client followed by a confirmation letter from VS. These additional services will be outside the scope of this Agreement and will be billed to Client at VS's standard hourly rates plus expenses.
- 1.3. Standard Hourly Rates.** Unless specifically noted in the written scope, VS shall use the current year standard hourly rates and expenses for all hourly work. The current year shall be the year in which the work is being completed. Any work completed as an Expert Witness shall be done at a rate 2.0 times the standard hourly rates.
- 1.4. Representation and Opinions.** VS represents that all Services provided by its members, employees, agents and representatives are performed in a professional manner in accordance with sound consulting and engineering practices and procedures.
- 1.5. Opinions of Probable Cost.** In providing opinions of probable cost, Client understands VS has no control over the cost or availability of labor, equipment, materials, or market conditions. VS's opinions of probable cost are made on the basis of professional judgment and experience. VS makes no warranty, expressed or implied that the costs will not vary from the opinion of probable cost.
- 1.6. Access.** Client shall arrange for access to and shall make all necessary provisions for VS to enter upon public and private property as required by VS to perform the Services required under this Agreement. Although VS will exercise reasonable care in performing its Services, Client understands that performing some services may unavoidably cause minor disturbance to the Site, the correction of which is not part of this Agreement.
- 1.7. Limited Liability.** VS shall have the first and primary right to remedy any errors, omissions or defective workmanship. VS shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that Client's sole remedy against VS is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. VS is not responsible for errors which result from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against VS or its subcontractors no later than one year after completion of Services.
- 1.8. Indemnification.** VS agrees to indemnify and hold harmless Client and all of its officers, directors and employees against claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, (including reasonable attorneys' fees) which result from any act or

omission constituting gross negligence, willful misconduct or breach of fiduciary duty by any manager, agent or employee of VS in connection with VS's performance under this Agreement. Client agrees to indemnify and hold harmless VS and all of its managers, employees, agents, and other representatives ("Indemnatee") against costs, losses, liabilities, expenses (including reasonable attorneys' fees), and amounts paid in settlement actually incurred in connection with third party claims against any Indemnatee (collectively, "Losses") which result from any act or omission constituting negligence, misconduct, or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, unless such Losses are covered by insurance, in which event VS shall be indemnified only to the extent of any uninsured Losses. It is intended by the parties of this agreement that VS's services in connection with the project shall not subject VS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against VS, an Indiana corporation, and not against any of VS's individual employees, officers or directors.

- 1.9. Force Majeure.** Neither party shall be liable to the other for any costs or damages due to causes beyond its control, expressly including weather conditions. Extensions of the performance schedule (if any) shall be deemed to be automatically granted in the case of delays beyond the control of VS.
- 1.10. Instruments of Service.** All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by VS pursuant to this Agreement are instruments of service in respect to this Project, and VS shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this Project, on any other project, or for completions of this Project should this Agreement be terminated, nor may such documents be so reused without the express written consent of VS. Any reuse or modification of such documents without the consent of VS will be at Client's sole risk and without liability to VS, and Client shall indemnify and hold VS harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.
- 1.11. Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At VS's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having situs within the County of Marion, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, forum non conveniens and trial by jury.
- 1.12. Client Disclosure and Lawfulness.** Client agrees to disclose to VS all pertinent information relative to the project including surveys, data, instructions, past reports and/or correspondence. VS may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 1.13. Construction Observation.** If VS is not contracted for Construction Observation services associated with design services, it is understood and agreed that such services will be provided for by Client. Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation and Client waives any claims against VS that may be in any way connected thereto.

- 1.14. Termination.** This Agreement may be terminated by either party upon 14 days written notice. Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.
- 1.15. Assignment.** This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither VS nor Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.
- 1.16. Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services as set forth in this Agreement.
- 1.17. Authorization.** All signatories represent they are duly authorized to execute this Agreement.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. Please advise VS immediately in writing if any terms of this agreement need to be altered.

## **Exhibit B – Compensation**



## EXHIBIT B - COMPENSATION

### **PROJECT FEES** (LUMP SUMP)

(1) Schematic Design	\$ 42,000
(2) Public Meeting	\$ 4,800
(3) Final Design	\$ 15,000
(4) Final Design – Midblock Lighting (If Required)	\$ 4,600
(5) Construction Phase Services (Time & Expense not to Exceed)	\$ 12,800
Total Fee	\$ 79,200

## **Exhibit C – Project Map**



Robinson Street  
Lighting Location

Figure A



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**TO:** Redevelopment Commission

**From:** Chris Benavidez, IT Director

**DATE:** July 16, 2025

**SUBJECT:** Quotation Acceptance: Wintek Virtual Server Infrastructure - Technology

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The Technology Department requests that the Redevelopment Commission approve the following quote to purchase the Nutanix Hyperconverged Cluster. The purpose is to replace all of our virtual server infrastructure for our primary datacenter and build our redundant disaster recovery site. This is an all in purchase covering licenses and support for 5 years. This quote is provided by Wintek per the 2025 Sourcewell Contract #020624-SYN.

The total amount is not-to-Exceed \$313,990.88. This is budgeted in the **Levee Village TIF DISTRICT under line item 91 - Computer Infrastructure.**

This will leave a balance of **\$172,009.12**

Thank you for your consideration.



# We have prepared a quote for you.

**City of West Lafayette**

**Wintek - Nutanix Hyperconverged  
Cluster - Pricing is based off of  
Sourcewell contract 020624-SYN**

**Quote # 005200 Version 1**

## Hardware

Product Details		Price	Qty	Extended Price
HCI-M7-MLB	<b>Cisco Compute Hyperconverged M6 with Nutanix MLB</b>	\$0.00	1	\$0.00
NTX-SW	<b>Nutanix Software 3Y and above</b>	\$0.00	1	\$0.00
SVS-NT-SUP	<b>Entitlement ONLY for Nutanix Cloud Infrastructure SW</b>	\$0.00	1	\$0.00
NT-NCI-STR-PR	<b>NCI Starter SW LIC &amp; Production SW Supp per Core</b>	\$1,193.30	60	\$71,598.00
DC-MGT-SAAS	<b>CISCO INTERSIGHT SAAS</b>	\$0.00	1	\$0.00
DC-MGT-IS-SAAS-AD	<b>Infrastructure Services SaaS - Advantage</b>	\$2,880.90	3	\$8,642.70
SVS-DCM-SUPT-BAS	<b>DCM</b>	\$0.00	1	\$0.00
DC-MGT-UCSC-1S	<b>UCS Central Per Server - 1 Server License</b>	\$0.00	3	\$0.00
DC-MGT-ADOPT-BAS	<b>Cisco Intersight - 3 virtual adoption sessions (Once Only)</b>	\$0.00	1	\$0.00
HCIAF220C-M7S	<b>Cisco Compute Hyperconverged HCIAF220cM7 All Flash Node</b>	\$636.31	3	\$1,908.93
CON-L1NCO-HCIAF22C	<b>CX LEVEL 1 8X7XNCDOS Cisco Compute Hyperconverged HCIAF220cM</b>	\$3,785.39	3	\$11,356.17
HCI-IS-MANAGED	<b>Deployment mode for Standalone Server Managed by Intersight</b>	\$0.00	3	\$0.00
HCI-SAS-M7T	<b>Cisco M7 12G SAS HBA for</b>	\$133.63	3	\$400.89
HCI-SDB7T6SA1V	<b>7.6TB 2.5in 6G SATA Enter Value 1X Samsung G1PM893A SSD</b>	\$1,314.32	18	\$23,657.76
HCI-M2-480G	<b>480GB M.2 SATA SSD</b>	\$102.41	6	\$614.46

## Hardware

Product Details		Price	Qty	Extended Price
HCI-M2-HWRAID	<b>Cisco Boot optimized M.2 Raid controller</b>	\$25.86	3	\$77.58
HCI-RAIL-M7	<b>Ball Bearing Rail Kit for C220 &amp; C240 M7 rack servers</b>	\$26.44	3	\$79.32
HCI-TPM-002C	<b>TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers</b>	\$6.50	3	\$19.50
HCI-AOSAHV-68-SWK9	<b>HCI AOS AHV 6.8 SW</b>	\$0.00	3	\$0.00
UCSC-HSLP-C220M7	<b>UCS C220 M7 HEATSINK FOR &amp; C240 GPU HEATSINK</b>	\$0.00	6	\$0.00
UCSC-BBLKD-M7	<b>UCS C-SERIES M7 SFF DRIVE BLANKING PANEL</b>	\$0.00	12	\$0.00
UCS-DDR5-BLK	<b>UCS DDR5 DIMM BLANKS</b>	\$0.00	48	\$0.00
UCSC-FBRS2-C220M7	<b>C220 M7 RISER2 HH FILLER BLANK</b>	\$0.00	3	\$0.00
UCSC-RDBKT-22XM7	<b>UCS C-SERIES M7 1U RAID/HBA CONTROLLER BRACKET</b>	\$0.00	3	\$0.00
CBL-SAS-C220M7	<b>C220M7 SAS CABLE; MB CPU1 P-1 TO PISMO BEACH</b>	\$0.00	3	\$0.00
HCI-CPU-I4410T	<b>Intel I4410T 2.7GHz/150W 10C/26.25MB DDR5 4000MT/s</b>	\$221.22	6	\$1,327.32
HCI-MRX32G1RE1	<b>32GB DDR5-4800 RDIMM 1Rx4 (16Gb)</b>	\$280.42	48	\$13,460.16
HCI-RIS1A-22XM7	<b>UCS C-Series M7 1U Riser 1A PCIe Gen4 x16 HH</b>	\$21.22	3	\$63.66
HCI-RIS3A-22XM7	<b>UCS C-Series M7 1U Riser 3A PCIe Gen4 x16 HH (CPU2)</b>	\$19.93	3	\$59.79

## Hardware

Product Details		Price	Qty	Extended Price
HCI-PCIE	<b>HCI PCIe Connectivity</b>	\$0.00	3	\$0.00
HCI-P-I8D25GF	<b>Cisco-Intel E810XXVDA2 2x25/10 GbE SFP28 PCIe NIC</b>	\$197.34	3	\$592.02
HCI-P-I8D25GF	<b>Cisco-Intel E810XXVDA2 2x25/10 GbE SFP28 PCIe NIC</b>	\$197.34	3	\$592.02
HCI-PSU1-2300W	<b>Cisco UCS 2300W AC Power Supply for Rack Servers Titanium</b>	\$103.08	6	\$618.48
CAB-US515P-C19-US	<b>NEMA 5-15 TO IEC-C19 13FT US</b>	\$0.00	6	\$0.00
NTX-SW-PS	<b>Nutanix Professional Service</b>	\$0.00	1	\$0.00
NT-S-DP-STR-AVB	<b>NCI Cluster Deployment or Expansion - Starter - AHV - Base</b>	\$7,620.56	1	\$7,620.56
NT-S-DP-STR-AVV	<b>NCI Cluster Deployment or Expansion - Starter - AHV - Var</b>	\$740.71	3	\$2,222.13
SVS-NT-SUP	<b>Entitlement ONLY for Nutanix Cloud Infrastructure SW</b>	\$0.00	1	\$0.00
NTX-NCI-USE-CASE	<b>Nutanix NCI Software License Use case</b>	\$0.00	1	\$0.00
NT-ON-PREM-UCS	<b>Use Case to License Nutanix SW on Certified Cisco UCS HW</b>	\$0.00	1	\$0.00
HCI-M7-MLB	<b>Cisco Compute Hyperconverged M6 with Nutanix MLB</b>	\$0.00	1	\$0.00
NTX-SW	<b>Nutanix Software 3Y and above</b>	\$0.00	1	\$0.00
SVS-NT-SUP	<b>Entitlement ONLY for Nutanix Cloud Infrastructure SW</b>	\$0.00	1	\$0.00
NT-NCI-E-STR-PR	<b>NCI STR SW LIC for Edge Sites &amp; Prod SW Supp Service per VM</b>	\$1,813.21	25	\$45,330.25
DC-MGT-SAAS	<b>CISCO INTERSIGHT SAAS</b>	\$0.00	1	\$0.00



## Hardware

Product Details		Price	Qty	Extended Price
DC-MGT-IS-SAAS-AD	<b>Infrastructure Services SaaS - Advantage</b>	\$2,880.90	3	\$8,642.70
SVS-DCM-SUPT-BAS	<b>DCM</b>	\$0.00	1	\$0.00
DC-MGT-UCSC-1S	<b>UCS Central Per Server - 1 Server License</b>	\$0.00	3	\$0.00
DC-MGT-ADOPT-BAS	<b>Cisco Intersight - 3 virtual adoption sessions (Once Only)</b>	\$0.00	1	\$0.00
HCI-220C-M7S	<b>Cisco Compute Hyperconverged HCI-220cM7 All Flash Node</b>	\$636.31	3	\$1,908.93
CON-L1NCO-HCI-220C	<b>CX LEVEL 1 8X7XNCDOS Cisco Compute Hyperconverged HCI-220cM</b>	\$3,785.39	3	\$11,356.17
HCI-IS-MANAGED	<b>Deployment mode for Standalone Server Managed by Intersight</b>	\$0.00	3	\$0.00
HCI-SAS-M7T	<b>Cisco M7 12G SAS HBA for</b>	\$133.63	3	\$400.89
HCI-SDB7T6SA1V	<b>7.6TB 2.5in 6G SATA Enter Value 1X Samsung G1PM893A SSD</b>	\$1,314.32	18	\$23,657.76
HCI-M2-480G	<b>480GB M.2 SATA SSD</b>	\$102.41	6	\$614.46
HCI-M2-HWRAID	<b>Cisco Boot optimized M.2 Raid controller</b>	\$25.86	3	\$77.58
HCI-RAIL-M7	<b>Ball Bearing Rail Kit for C220 &amp; C240 M7 rack servers</b>	\$26.44	3	\$79.32
HCI-TPM-002C	<b>TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers</b>	\$6.50	3	\$19.50
HCI-AOSAHV-68-SWK9	<b>HCI AOS AHV 6.8 SW</b>	\$0.00	3	\$0.00

## Hardware

Product Details		Price	Qty	Extended Price
UCSC-HSLP-C220M7	<b>UCS C220 M7 HEATSINK FOR &amp; C240 GPU HEATSINK</b>	\$0.00	3	\$0.00
UCSC-BBLKD-M7	<b>UCS C-SERIES M7 SFF DRIVE BLANKING PANEL</b>	\$0.00	12	\$0.00
UCS-DDR5-BLK	<b>UCS DDR5 DIMM BLANKS</b>	\$0.00	48	\$0.00
UCSC-FBRS-C220-D	<b>C220M7 HH RISER3 BLANK</b>	\$0.00	3	\$0.00
UCSC-RDBKT-22XM7	<b>UCS C-SERIES M7 1U RAID/HBA CONTROLLER BRACKET</b>	\$0.00	3	\$0.00
CBL-SAS-C220M7	<b>C220M7 SAS CABLE; MB CPU1 P-1 TO PISMO BEACH</b>	\$0.00	3	\$0.00
HCI-MRX32G1RE3	<b>32GB DDR5-5600 RDIMM 1Rx4 (16Gb)</b>	\$280.42	48	\$13,460.16
HCI-RIS1A-22XM7	<b>UCS C-Series M7 1U Riser 1A PCIe Gen4 x16 HH</b>	\$21.22	3	\$63.66
HCI-RIS2A-22XM7	-	\$17.87	3	\$53.61
HCI-PCIE	<b>HCI PCIe Connectivity</b>	\$0.00	3	\$0.00
HCI-P-I8D25GF	<b>Cisco-Intel E810XXVDA2 2x25/10 GbE SFP28 PCIe NIC</b>	\$197.34	3	\$592.02
HCI-P-I8D25GF	<b>Cisco-Intel E810XXVDA2 2x25/10 GbE SFP28 PCIe NIC</b>	\$197.34	3	\$592.02
HCI-CPU-I4514Y	<b>Intel I4514Y 2.0GHz/150W 16C/30MB DDR5 4400MT/s</b>	\$276.38	3	\$829.14
CAB-9K12A-NA	<b>POWER CORD, 125VAC 13A NEMA 5-15 PLUG, N</b>	\$0.00	6	\$0.00

## Hardware

Product Details		Price	Qty	Extended Price
HCI-PSU1-1200W	<b>1200W Titanium power supply for C-Series Servers</b>	\$63.56	6	\$381.36
NTX-SW-PS	<b>Nutanix Professional Service</b>	\$0.00	1	\$0.00
NT-S-DP-PRO-AV-SB	<b>NCI Cluster Deployment or Expansion - Starter - AHV - Base</b>	\$7,620.56	1	\$7,620.56
NT-S-DP-PRO-AV-SV	<b>NCI Cluster Deployment or Expansion - Starter - AHV - Var</b>	\$740.71	3	\$2,222.13
NT-S-MG-VM-STR-EXB	<b>Virtual Machine Migration - From ESX - Base</b>	\$5,886.22	1	\$5,886.22
NT-S-MG-VM-STR-EXV	<b>Virtual Machine Migration - From ESX - Var</b>	\$840.89	2	\$1,681.78
SVS-NT-SUP	<b>Entitlement ONLY for Nutanix Cloud Infrastructure SW</b>	\$0.00	1	\$0.00
NT-W-MG-STR-SD	<b>Virtual Machine Migration Workshop Standard Doc</b>	\$22,199.47	1	\$22,199.47
NTX-NCI-USE-CASE	<b>Nutanix NCI Software License Use case</b>	\$0.00	1	\$0.00
NT-ON-PREM-UCS	<b>Use Case to License Nutanix SW on Certified Cisco UCS HW</b>	\$0.00	1	\$0.00
N9K-C93180YC-FX3	<b>Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec UP. SyncE</b>	\$3,685.00	2	\$7,370.00
CON-L1NCD-N9KC93X3	<b>CX LEVEL 1 8X7NCD Nexus 9300 48p 1/10/25G, 6p 40/100G, MACse</b>	\$6,872.67	2	\$13,745.34
NXK-MEM-16GB	<b>Additional memory of 16GB for Nexus Swit</b>	\$147.20	2	\$294.40

## Hardware

Product Details		Price	Qty	Extended Price
NXA-FAN-35CFM-PI	<b>NEXUS 2K/3K/9K SINGLE FAN, 35CFM, PORT S</b>	\$0.00	8	\$0.00
NXK-ACC-KIT-1RU	<b>Nexus 3K/9K Fixed Accessory Kit, 1RU fr</b>	\$0.00	2	\$0.00
NXA-PAC-650W-PI	<b>NEXUS NEBS AC 650W PSU - PORT SIDE INTAK</b>	\$0.00	4	\$0.00
CAB-9K12A-NA	<b>POWER CORD, 125VAC 13A NEMA 5-15 PLUG, N</b>	\$0.00	4	\$0.00
NXK-AF-PI	<b>DUMMY PID FOR AIRFLOW SELECTION PORT-SIDE INTAKE</b>	\$0.00	2	\$0.00
C1-SUBS-OPTOUT	<b>OPT OUT PID FOR C1 ADV Subscription</b>	\$0.00	2	\$0.00
NXOS-CS-10.5.1F	<b>Nexus 9300, 9500, 9800 NX-OS SW 10.5.1 (64bit) Cisco Silicon</b>	\$0.00	2	\$0.00
MODE-NXOS	<b>DUMMY PID FOR MODE SELECTION</b>	\$0.00	2	\$0.00
DCN-OTHER	<b>Select if this product will NOT be used for AI Applications</b>	\$0.00	2	\$0.00

Subtotal: **\$313,990.88**

## Wintek - Nutanix Hyperconverged Cluster - Pricing is based off of Sourcewell contract 020624-SYN



Prepared by:  
**Wintek Corporation**  
Jason Monroe  
765-269-4847  
Fax 765-742-0646  
jmonroe@tipmont.org

Prepared for:  
**City of West Lafayette**  
222 N Chauncey Ave  
West Lafayette, IN 47906  
Chris Benavidez  
(765) 807-8966  
cbenavidez@westlafayette.in.gov

Quote Information:  
**Quote #: 005200**  
Version: 1  
Delivery Date: 07/03/2025  
Expiration Date: 07/25/2025

### Quote Summary

Description	Amount
Hardware	\$313,990.88

**Total: \$313,990.88**

Pricing is based off of Sourcewell contract 020624-SYN

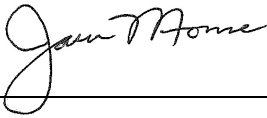
All quotes expire 30 days after the origination date. After 30 days quote must be resubmitted for pricing approval.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All approved orders are final. If order is canceled by Customer due to issues out of Wintek's control, approved order will result in a 5% order processing fee. Returns after 30 days are not valid. Credit from returns within 30 days may have restrictions on use.

Wintek will invoice for hardware and software upon receipt from the Wintek distributor. Labor and SMARTnet services will be invoiced upon completion of the project.

Orders over \$100,000, Wintek may require a 10% of quote total deposit when order is placed.

## Wintek Corporation

Signature: 

Name: Jason Monroe

Title: Customer Experience Practice Leader

Date: 07/03/2025

## City of West Lafayette

Signature: \_\_\_\_\_

Name: Chris Benavidez

Date: \_\_\_\_\_



**WEST  
LAFAYETTE**  
FIRE DEPARTMENT

# MEMO

*Ensuring West Lafayette is always a safe and great place to work, live, and play.*

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**TO:** West Lafayette Redevelopment Commission

**FROM:** Jeff A. Need, Fire Chief

**DATE:** July 16, 2025

**SUBJECT: Approval to Purchase – Firetruck – The Sutphen Corporation**

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The West Lafayette Fire Department respectfully requests that the Redevelopment Commission approve the purchase of an Initial Shop Order with Drawing from **The Sutphen Corporation**, for an amount not-to-exceed \$10,000.00 to be provided by End of Year 2025. This purchase initiates the following contract for the purchase of a new Sutphen Custom Rescue Engine mounted on a Sutphen Monarch Chassis, for a total amount of **\$1,759,140.00** due upon delivery which will be budgeted in the 2026 RDC Spending Plan. The engine will take approximately two and a half years to build.

The Initial Shop Order with Drawing for \$10,000.00 is budgeted out of the **KCB Development Incentives** under **line item 38** from the 2025 RDC Spending Plan. This will leave a remaining balance of **\$290,000.00**.

Adding an additional engine to the fire department is necessary to support the growth and development of the community on the north end of town. This addition will provide quality fire services to those businesses and for future housing growth.

Thank you for your consideration

Jeff A. Need  
Fire Chief, City of West Lafayette





# SUTPHEN

## PROPOSAL

**TO THE:**

City of West Lafayette  
West Lafayette, IN

**DATE:** July 1st, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

**One (1) Initial Shop Order with Drawing by the end of Year 2025.....\$10,000.00**  
**One (1) Sutphen Custom Rescue Engine on Sutphen Monarch Chassis Complete and**  
**Delivered for the Total Sum of .....\$1,759,140.00**  
**Total Contract Price.....\$1,769,140.00\***

\*Proposal is based on Sourcewell Contract 113021-SUT

\*Above price is based on payment at delivery.

\*The above price includes a \$75,000 allowance for FMI equipment mounting. Any unused amount will be credited back to the balance owed on the apparatus or used for loose equipment purchases.

\*The above price includes \$300,000 for loose equipment. Any unused amount will be credited back to the balance owed on the apparatus.

\*The above price includes a Sutphen service contract within a year of delivery

\*The above price includes class costs for 3 department personnel at Sutphen pumper class

The apparatus and equipment being purchased hereunder shall be completed within approximately 30-33 months after Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,



Andy J. Herb

[andy@herbfire.com](mailto:andy@herbfire.com)

(614) 329-1610

Herb Fire Equipment

Authorized Representative for

Sutphen Corporation





#### TERMS & CONDITIONS

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement. A cancellation fee equal to 5% of the original contract purchase price will be applied. The \$10,000 WLFD payment for the initial shop order, FMI and loose equipment allowances will be excluded from PPI calculation as well as the cancellation fee.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.



## **PURCHASE AGREEMENT**

### **FOR SUTPHEN FIRE APPARATUS**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_ July 2025 by and between THE SUTPHEN CORPORATION, an Ohio Corporation, of Dublin, Ohio, hereinafter called "SUTPHEN" and \_\_\_\_ Redevelopment Commission for the City of West Lafayette (WLRDC) of \_\_\_\_ West Lafayette, IN hereinafter called "PURCHASER", sets forth the terms whereby Purchaser agrees to purchase a fire apparatus from Sutphen pursuant to the terms contained herein.

**PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal Dated 7/1/25 and made a part hereof, and the Proposal Price Page with the Sutphen Terms and Conditions also made part of this Agreement as attached hereto ("Proposal").

1. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total Purchase Price of \_\_\_\_\_  
One Million Seven Hundred Sixty Nine Thousand One Hundred Forty & 0/100 (\$ 1,769,140.00 )

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement. A cancellation fee equal to 5% of the original contract purchase price will be applied.

The \$10,000 WLFD payment for the initial shop order, FMI and loose equipment allowances will be excluded from PPI calculation as well as the cancellation fee.

2. **PAYMENT:** Final payment shall be made at the time of final inspection at the factory as per Sutphen Proposal Terms and Conditions. Should payment be delayed,



Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

3. **FINAL COMPLETION:** The apparatus and equipment being purchased hereunder shall be completed within approximately 30-33 months after the receipt and acceptance of this agreement at Sutphen's office as per Sutphen Proposal, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.
4. **MANUFACTURER'S CERTIFICATE OF ORIGIN:** Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with the terms of this Agreement. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen.
5. **SUTPHEN WARRANTIES:** Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.
6. **SHORTAGES AND OMISSIONS:** The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.
7. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

8. **PURCHASER GUARANTEES**: With the signing of this agreement, Purchaser attests that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
9. **ACCEPTANCE**: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
10. **TAXES, ETC.**: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
11. **INSURANCE**: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.
12. **TERMINATION**: After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may accept Purchaser's request to terminate the Agreement. Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.
13. **GENERAL**: This agreement and the Sutphen Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen Proposal. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is also issued, this Agreement and the Sutphen Proposal Terms and Conditions shall supersede the terms in the Purchase Order where terms may be inconsistent. This Agreement may be signed in counterparts by the parties, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.



14. **GOVERNS:** This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

15. **PREVAILING PARTY – ATTORNEY FEES**

Notwithstanding any term or condition in this Purchase Agreement to the contrary, in the event litigation is commenced to enforce any term or condition of this Purchase Agreement, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

16. **NO INVESTMENT IN IRAN**

As required by Ind. Code § 5-22-16.5, Sutphen certifies that Sutphen is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Purchase Agreement and denial of future contracts, as well as an imposition of a civil penalty.

17. **NON-COLLUSION**

The undersigned offeror or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

18. **E-VERIFY – USCIS Form I-9**

**Sutphen** shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, **Sutphen** shall enroll in and verify the work eligibility status of all newly hired employees of **Sutphen** through the E-Verify Program (“Program”). **Sutphen** is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- b. **Sutphen** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that **Sutphen** its subcontractors subsequently learns is an unauthorized alien. If **Sutphen** violates this Section 7(b), the WLRDC shall require **Sutphen** to remedy the violation not later than thirty (30) days after the WLRDC notifies **Sutphen**. If **Sutphen** fails to remedy

the violation within the thirty (30) day period, the WLRDC shall terminate the contract for breach of contract. If the WLRDC terminates the contract, **Sutphen** shall, in addition to any other contractual remedies, be liable to the WLRDC for actual damages. There is a rebuttable presumption that **Sutphen** did not knowingly employ an unauthorized alien if **Sutphen** verified the work eligibility status of the employee through the Program.

c. If **Sutphen** employs or contracts with an unauthorized alien but the WLRDC determines that terminating the contract would be detrimental to the public interest or public property, the WLRDC may allow the contract to remain in effect until the WLRDC procures a new contractor.

d. **Sutphen** shall, prior to performing any work, require each subcontractor to certify to **Sutphen** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. **Sutphen** shall maintain on file a certification from each subcontractor throughout the duration of the Project. If **Sutphen** determines that a subcontractor is in violation of this Section 7(d), **Sutphen** may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by **Sutphen** or the subcontractor.

e. By its signature below, **Sutphen** swears or affirms that it:

has enrolled and is participating in the E-Verify program, ii) has provided documentation to the WLRDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

## 19. NON-DISCRIMINATION

Pursuant to Ind. Code § 22-9-1-10 and the City of West Lafayette's Municipal Code, the Contractor represents that it and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Purchase Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry, veteran status, sexual orientation, or gender identity.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

**SALES REPRESENTATIVE OF  
THE SUTPHEN CORPORATION**

By Andy J. Herb  
Sales Representative

Accepted at offices of:  
The Sutphen Corporation  
6450 Eiterman Rd.  
Dublin, Ohio 43016

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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**PURCHASER**

WLRDC

By \_\_\_\_\_  
Title \_\_\_\_\_  
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**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 (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 Firefighting Apparatus and Fire Service Vehicles 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 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted 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.

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

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

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

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

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

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

A fully executed Sourcewell Price and Product 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. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

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

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

### **A. INTELLECTUAL PROPERTY**

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



resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

#### **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-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 not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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

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

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

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

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

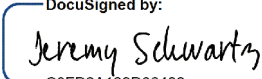
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

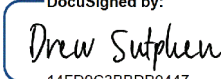
## 22. CANCELLATION

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

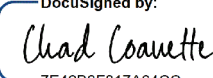
Sourcewell

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
2/7/2022 | 9:22 PM CST  
Date: \_\_\_\_\_

The Sutphen Corporation

DocuSigned by:  
  
By: 14FD9C3BBDB0447...  
Drew Sutphen  
Title: President  
2/8/2022 | 3:13 PM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
2/8/2022 | 5:16 PM CST  
Date: \_\_\_\_\_

# RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

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## Vendor Details

Company Name: The Sutphen Corporation  
6450 Eiterman Rd.  
Address: Dublin, OH 43016  
Contact: Donna Newell  
Email: newell@sutphencorp.com  
Phone: 614-889-1005  
Fax: 614-889-0874  
HST#: 31-0671786

## Submission Details

Created On: Tuesday November 02, 2021 10:26:29  
Submitted On: Tuesday November 30, 2021 12:43:06  
Submitted By: Justin Howell  
Email: justin.howell@sutphencorp.com  
Transaction #: 93bf0e80-f6b0-4f36-b556-53e068f8e940  
Submitter's IP Address: 70.61.26.138

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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): (In the event of award, will execute the resulting contract as "Supplier")	The Sutphen Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sutphen Corporation	*
4	Proposer Physical Address:	6450 Eiterman Road Dublin, OH 43016	*
5	Proposer website address (or addresses):	www.sutphen.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Drew Sutphen President 6450 Eiterman Rd. Dublin, OH 43016 Drew.sutphen@sutphencorp.com 800-848-5860	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Howell Senior Sales Territory Manager 6450 Eiterman Rd Dublin, OH 43016 Justin.howell@sutphencorp.com 800-848-5860	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Donna Newell Cooperative Purchasing Manager 6450 Eiterman Rd. Dublin, OH 43016 Donna.newell@sutphencorp.com 800-848-5860	

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

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>With our main production and headquarters located in Dublin, OH. Sutphen also has production facilities in Urbana, and Hilliard, Ohio, as well as in Lake Ariel, Pennsylvania. Sutphen Corporation is a well-known custom fire apparatus manufacturer. Sutphen has been family owned and operated since 1890. It is the longest continuously owned and operated fire apparatus manufacturer in the country. As stated in our mission statement, Sutphen's core values and mission is to put customers first and treat them as family.</p> <p><b>MISSION STATEMENT</b> At Sutphen, our mission is to build the safest, most reliable, fire apparatus in the world, through innovation and customer focus.</p> <p><b>CORE VALUES</b> We recognize how important our customers, employees, and families are to the success of our company. We understand that our company's well-being is dependent upon our contributions and commitment. We all agree to grow our business through the following core values:</p> <p>Innovation – We will continually offer innovative new products in the fire apparatus market. Integrity – Mutually consider each other as a vital part of our production. Be truthful and honest. Teamwork – Divide the challenge, double the success. Respect – Treat others with the same respect we expect. Quality – We will constantly re-evaluate and upgrade our quality assurance process and our customer service. Accountability – We will be accountable for our work, and invest the time and effort to do things right the first time.</p>	*
10	What are your company's expectations in the event of an award?	Sutphen Corporation looks forward to providing Sourcewell members with another avenue to efficiently and cost effectively purchase fire apparatus that saves time and effort, minimizes the need for individual RFPs and contracts, and meets the Sourcewell members' competitive and procurement requirements.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Company has annual audited financial statements and adheres strictly to GAAP. Over the past several years, Sutphen's average annual corporate Revenues have exceeded \$100 million. Sutphen is profitable and has a strong EBITDA. The Balance Sheet is strong. The Company retains much of Equity as Cash. The Current Ratio over the past several years, including Customer Advances, is better than 1:1 All Current Liabilities, other than Customer Advances, are trade debt or liabilities incurred during the ordinary course of business. There is no senior bank debt. Nor is there subordinated or off Balance Sheet funding. The Company funds all Working Capital needs internally. Please see the attached Bank Letter of Credit and the Bonding Company Letter of Credit.	*
12	What is your US market share for the solutions that you are proposing?	If we use five (5) years of historical FAMA sales statistics. Sutphen represents approximately 7.1% of all reported sales including all apparatus categories in which the Company has the capacity to compete. In those apparatus categories in which Sutphen specializes, namely mid-mount aerial platforms, over the same five (5) years and category specific, Sutphen captured an average of 31% to 75% of sales	*
13	What is your Canadian market share for the solutions that you are proposing?	Historically Sutphen has sold aerial products primarily targeted to the US and Canada market. Sutphen however proposes the same products in the Canadian market as we do for US Market to help gain future market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>a) Not Applicable</p> <p>b) In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.</p>	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Licensing varies greatly by state in the US. In many, but not all, states, Sutphen Corporation must maintain both manufacturing and dealer, distributor, or specialty dealer licenses. In all cases where required, the Company hereby certifies that it holds current manufacturing licenses. In addition and on behalf of each of its authorized, independent dealers/distributors, Sutphen again hereby certifies that it obtains and maintains the dealer, distributor, or specialty distributor licenses where required by the state in which business is conducted. For the most part, all licensing, export documentation, and incremental paperwork for vehicles sold to end users in Canada is managed independently by the dealer/distributor responsible for selling into Canada.  Sutphen Corporation is a member of both the Fire Apparatus Manufacturers Association (FAMA) and National Fire Protection Association (NFPA).	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	It is not Sutphen's business philosophy to go out of its way to garner industry awards or recognition. The Company would rather spend its efforts to provide the best possible fire apparatus and excellent customer service to its end users.  Sutphen believes that its longevity in the industry speaks volumes about its success. In 2020, Sutphen celebrated its 130th anniversary and, today, is in the midst of its 131st year of operations. It is the industry's oldest continuously family-owned and operated fire apparatus manufacturer.  Please see refer to the attached articles that showcase our continue growth the fire apparatus industry. Conway Family Business Award Announcement of the Tractor Drawn Aerial Urbana Chassis Ground Breaking Small Business Administrator Visit	*
19	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of Sutphen's business is to the public government fire and emergency response entities. Occasionally, the Company will sell fire apparatus to commercial business, for example petroleum refineries or chemical manufacturers, to support their on-site fire response plans.	*
20	What percentage of your sales are to the education sector in the past three years	With the exception of sales to Colleges or Universities to support on-campus fire response centers or to a Fire Academy to support first responder education, Sutphen does not participate in the Education Sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen currently holds contracts with the following cooperative purchasing agencies:  Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS) <ul style="list-style-type: none"> <li>Florida Sheriffs Association (FSA)</li> <li>Houston-Galveston Area Council (HGAC)</li> <li>Louisiana Multiple Award Schedules (LaMAS)</li> <li>New Jersey State Contract</li> <li>Ohio State Term Schedule</li> <li>Texas BuyBoard</li> <li>Sourcewell</li> </ul> Over the past three (3) years, Sutphen has sold an annual average of over 150 vehicles across all cooperative purchasing contracts. The trend is upward and Sutphen expects cooperative purchasing to continue to drive sales growth in the future.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen CAGE Code 6L027, holds GSA Contract GS-30F-0012Y Under Schedule 23V, Automotive Superstore, SIN 190-01 Fire Fighting Apparatus and Attachments. Annual Sales Volumes are available at GSA's Schedule Sales Query website: <a href="https://ssq.gsa.gov">https://ssq.gsa.gov</a> .	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Kissimmee Fire Dept.	Chief Jim Walls	james.walls@kissimmee.gov 407-518-2222	*
Cape Coral Fire Dept.	Div. Chief Mike Bush	mbush@capecoral.net 239-574-0501	*
DeKalb County Fire Rescue	Captain Bryan Dobson	BCDobson@dekalbcountyga.gov 404-808-0844	*

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DeKalb County	Government	Georgia - GA	Fire Apparatus	17 Pumpers , 3 Aerials	\$16.8 M	*
Miami Fire Rescue	Government	Florida - FL	Fire Apparatus	16 Pumpers, 5 Aerials, 2 Rescues, 2 Tankers	\$19.3 M	*
Columbus Fire	Government	Ohio - OH	Fire Apparatus	1 Aerial, 2 Pumpers, 5 Rescues	\$6.5 M	*
Orlando Fire	Government	Florida - FL	Fire Apparatus	11 Pumpers, 2 Aerials	\$8.9 M	*
Durham Fire	Government	North Carolina - NC	Fire Apparatus	11 Pumpers	\$6.4 M	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
25	Sales force.	The dealers/distributors are supported by Sutphen's ten (10) person internal sales support team. The team's responsibility is to seamlessly and promptly support the Company's independent dealer/distributors throughout the sales process.	*
26	Dealer network or other distribution methods.	Sutphen has a network of over thirty-five (35) domestic and international authorized dealers/distributors.	*
27	Service force.	<p>Many of Sutphen's dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.</p> <p>Please see the Lists of Sutphen's Authorized Dealers/Distributors and Authorized Service Centers included as supporting documentation. Please also note that Sourcewell members can find their local authorized Sutphen apparatus dealer and service center on the interactive map that can be found on our website. <a href="http://www.sutphen.com/locations">http://www.sutphen.com/locations</a></p>	*



28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If the customer is not an Sourcewell member, Sutphen will facilitate to the customer how to sign up as a member. A Sutphen authorized dealer/distributor shall submit a proposal to the member. The member accepts the proposal and enters into a purchase agreement with Sutphen and issues a purchase order to build one or more fire apparatus. The Sutphen dealer/distributor sends a fully executed copy of the proposal, all pricing and supporting documentation to the customer. The Sutphen Contract Administration team, consisting of three (3) individuals, will process the incoming orders, manage workflow, and administrative requirements to contract completion and delivery. Sutphen will communicate with Sourcewell contract administrators as required by any cooperative purchasing contract issued to Sutphen by Sourcewell as a result of this offer herein.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>When a fire apparatus owner/user needs vehicle repair or repair/spare parts, the owner typically calls its local authorized, independent dealer/distributor or service provider. Warranty work, emergency repairs, or routine maintenance are generally handled by Sutphen's team of dedicated local service providers. More complex repairs or overhauls may need to be supervised by a Sutphen factory service technician who travels to the local service repair site.</p> <p>Customers may directly call one of Sutphen's three (3) factory service centers. Normal business hours are Monday-Friday, 6:00 am-5:00 pm Eastern time. After hours or in an emergency, a 24/7 Sutphen Service Technician is on call and will determine and implement the most appropriate solution to the emergency. For example, in the event of a "Truck Out of Service" call, the on-duty Service Technician receiving the call would follow established procedure and, in turn, notify and involve the Director of Service, the area Service Manager, and the applicable Production Manager who all, as a team, formulate and execute a "Back in Service" plan to get the truck operating as quickly as possible. Typically, within 24 hours the apparatus is once again functional. The goal is to minimize downtime and return an apparatus to dependable public service. Normal maintenance repairs or parts orders ship promptly. Sutphen offers both expedited and standard shipping options to the end user.</p> <p>Sutphen's local authorized, independent dealers/distributors or service providers, and the Company's factory service center, all offer full on-site (fire station or city service shop) apparatus service that is, oftentimes, the preferred, most timely and cost effective service option.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in the United States. It will, again through its dealers/distributors, continue sell and service to the United States members.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in Canada. It will, again through its dealers/distributors, continue sell and service to Canadian member agencies.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only entity sector that limits a regional presence would be Mississippi. As they primarily purchase off the Mississippi State Term contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Sutphen will continue to offer the same products and services of this RFP to Hawaii and Alaska as we do for rest of the contiguous United States. The only difference would be that additional charges may be applied for travel and delivery.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As an organization that relies heavily on its dealer network for both daily customer interfacing and long-term marketing endeavors, our first and foremost marketing strategy will be to target our dealer network.</p> <p>Our primary campaign will be of education and information dissemination regarding Sourcewell's benefits and opportunities as they relate to dealers and customers alike.</p> <p>We will mobilize this primary campaign through dealer meetings, dealer webinars, email campaigns, cooperative purchasing informational one-pagers, and more. Our dealer network will participate in the aforementioned meetings and learn from Sutphen's cooperative purchasing experts. To date, we have found great success in distributing this information to dealers who in turn educate our customers.</p> <p>While we plan to create information packets and educational seminars directed by Sutphen, we also plan to work together with Sourcewell to directly provide those educational materials. We have found great success in years past by inviting Sourcewell to speak at our annual dealer meeting and other seminars to directly connect with dealers.</p> <p>These kind of personal connections from both Sutphen and Sourcewell are come of the most powerful and impactful to the fire service and its members.</p> <p>Our secondary campaign will be of general knowledge directed at our customers. Not only do we already have a section on our corporate website dedicated to cooperative purchasing options, but we plan to celebrate the receipt of award by acknowledging it on our website and creating an information guide regarding Sourcewell.</p> <p>This secondary campaign will also focus on social media and other forms of digital advertising to capture our entire audience and inform them of Sutphen's Sourcewell cooperative purchasing opportunity.</p> <p>In addition to the two previously mentioned campaigns, Sutphen will use several ways to convey its marketing message across the industry. Those methods include, but are not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. National and Regional Industry Print Media among them Fire Engineering, Fire Apparatus, Fire News, and 1st Responder</li> <li>2. Sutphen Product Literature</li> <li>3. National and Regional Industry Trade Show and Educational Conferences including, but not limited to, FDIC, Firehouse Expo, Fire Rescue International, the Ohio Fire Chiefs and more.</li> </ol>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As mentioned in the marketing strategy question, line item 35, one of our primary campaigns will be using social media and other forms of digital marketing to enhance the effectiveness of the Sourcewell cooperative purchasing contract as it relates to Sutphen Corporation.</p> <p>At the time of this RFP submission, Sutphen's social media presence has over 43,000 followers on Facebook; 23,000 followers on Instagram; 2,700 followers on Twitter; and nearly 1,500 followers on LinkedIn. With these numbers constantly growing, our social media alone consistently reaches 70,000 followers a day and more. According to Facebook's analytics, in the past year alone, Sutphen has reached over 1.5 million people via Facebook and 250,000 people via Instagram.</p> <p>By maximizing these resources Sutphen will effectively marketing the Sourcewell cooperative purchasing contract to critical audiences.</p> <p>In addition to social media, we capture a targeted audience via our corporate website: <a href="http://www.Sutphen.com">www.Sutphen.com</a>. Over the past year, we have garnered over 1.6 million visitors to the site. These visitors can access apparatus insight as well as an expansive cooperative purchasing page that will detail the Sourcewell contract and Sutphen's affiliation with the contract.</p> <p>Along with those two digital media outlets, we continually advertise and conduct public relations tactics with industry magazines and their affiliated websites to help tell important industry news stories and Sutphen's role within the fire industry as a whole.</p>

37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As mutual business partners, we see Sourcewell's role in promoting the contract to be providing Sutphen pertinent information and necessary details when creating pamphlets, one-pagers, webinars, and general meetings.</p> <p>While Sutphen's cooperative purchasing experts are well versed in the process, it is important to have specific details and understandings from Sourcewell specifically.</p> <p>We will integrate a Sourcewell-awarded contract into the Sutphen sales process by steering customers towards the cooperative purchasing process. We already emphasize the benefits of cooperative purchasing to our customers, but with the newly awarded contract, we will continue to underscore its importance.</p>	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the customizable nature of our trucks, the specifics inherent of the fire industry, and general industry practice, our products are not available through and e-procurement ordering process.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sutphen provides operational demonstration at the time of pick-up or delivery for all fire apparatus. The Company provides additional in-depth technical training including, but not limited to, aerial operation and maintenance, apparatus operational troubleshooting, electrical system repair, hydraulic systems repair, engine emissions systems and repair, and operation and maintenance of other operational and specialty systems. These factory-provided, 3-day training classes are typically held at least twice a year in Ohio and are provided are complimentary. Attendees are responsible for their travel and lodging, and meals/entertainment outside of those provided by Sutphen during class. From time to time and as demand dictates, Sutphen has provided regional training classes.
40	Describe any technological advances that your proposed products or services offer.	Sutphen is unique in the industry in that it's aerial devices are solely constructed of aluminum. That, coupled with HuckBolt fastening technology instead of welding, provides an incredibly strong and lightweight aerial device. The reduced weight lowers an aerial's center of gravity, providing a better handling apparatus. The lighter weight also reduces wear and tear on tires, brakes, and other suspension components resulting in lower yearly ownership costs and out-of-service time.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sutphen will always comply with all federally mandated emissions advances in combustible engine technologies. Here at Sutphen we almost exclusively use LED lighting technologies and, when cost and operationally efficient, will embrace synthetic lubricant and other fluid products. Sutphen also supports its end user's desires for environmentally sound "green" apparatus operations. The most recent example is Sutphen's embracement of various options in Idle Reduction technology. Sutphen feels that Idle Reduction technology bridges the gap between the fully electric fire truck, and the current combustion engine. This technology helps to mitigate and limit the amount of carbon emission into the atmosphere by using a smaller engine or Lithium Ion batteries to replace the intermittent use of the larger diesel engine while the truck is idle on scene. With the current state of the market, and the transition to fully electric fire trucks we feel at Sutphen that taking baby steps into newer technologies has been the steady approach to a market that is slow to embrace change from previous practices.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sutphen fire apparatus currently do not carry any official eco-label, rating or certification, but we will continue to work with our vendors to provide equipment and products that can carry energy efficiency or a green/sustainability factor as the technology comes to market.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Sutphen is not a WMBE, we are a self-certified small business under the SBA's size standards for its NAICS Code. The current size standard is 1,000 employees. The Company currently employs approximately 450 employees across all locations. Please see the list of WMBE or SBE subcontractors included in this response.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Very simply stated, Sutphen is unique in that it is a family owned company in continuous operation since 1890 owned by one family. The Company treats its customers as family. Ownership is accessible and intimately involved in all aspects of the sales process and post sale support. Many Sutphen customers have Sutphen family cell phone numbers and are encouraged to contact ownership whenever they feel the need. Sutphen is small enough to respond personally and promptly, but large enough to support the infrastructure needed to truly serve first responder end users in professional and dependable manner. While the Company produces fire apparatus across most vehicle sectors, we specialize in the aerial platform/ladder configurations to provide the best performing products on the market.

**Table 9: Warranty**

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, Sutphen Corporation provides warranties to the original purchaser of a Sutphen apparatus. These warranties will provide parts and repairs to the Sutphen vehicle during the warranty period in accordance with the warranty documents attached.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are restrictions/limitations Sutphen warranty coverage. This includes, but is not necessarily limited to, wear and tear items (tires, filters, brakes), damage caused by, for example, collision or misuse. Please see the enclosed warranty documents for a full coverage explanation.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Sutphen Corporation reimburses for travel time to and from the customer to complete the warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, Sourcewell members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the Sourcewell member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As stated in the Sutphen warranty documents, major components of trade accessories such as purchased chassis, engines, signaling devices, transmissions, pumps, tanks or generators that have a separate manufacturer's warranty are covered by the appropriate OEM standard commercial warranty. However, Sutphen will assist the authorized dealer/distributor or customer to facilitate the warranty repairs.	*
50	What are your proposed exchange and return programs and policies?	Parts and loose equipment shipped from Sutphen or drop shipped under Sutphen's direction can be returned for credit within ninety (90) days of the delivery date. Product must be returned in unused, saleable condition and in its original packaging. Customers must request a Return Material Authorization (RMA) which is good for thirty (30) days. Warranty return shipping is Sutphen's responsibility. All other shipping costs are customer responsibility. Sutphen has a twenty five percent (25%) restocking fee and will, in addition, add cost of repackaging any returns/exchanges not in original packaging. Sutphen's return policy only applies to parts. This does not apply to the purchase of a fire apparatus.	*
51	Describe any service contract options for the items included in your proposal.	While it is not included in as a line item in this response, Sutphen will offer Sourcewell members an annual aerial apparatus service contract after the purchase and delivery of a vehicle as an Open Market opportunity. The Company does this to make certain that Sutphen apparatus remain dependable and in excellent working condition. The service agreement includes an annual inspection through which Sutphen technicians evaluate the condition of the apparatus. In general terms, the aerial service contract consists of the following: <ul style="list-style-type: none"> <li>o Inspection of the chassis and components</li> <li>o Inspection of the fire pump, valves and accessories</li> <li>o Inspection of the hydraulic system, pressures and operation</li> <li>o Complete inspection of the ladder, components and lubrication</li> <li>o Check torque settings and aerial base and all main fasteners</li> </ul>	*

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

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	If a customer elects a prepayment discount option, the prepayment is due within thirty (30) days after contact signing or receipt of purchase order. Any remaining amount, or the full amount if no prepayment is provided, is due upon delivery and acceptance of the completed apparatus. Sutphen will invoice a customer approximately thirty (30) days before acceptance and pick up or delivery. Payment in full of outstanding invoice balances is due upon acceptance, pickup or delivery.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Sutphen Corporation does not provide leasing directly. However, Sutphen Corporation, and its dealers/distributors, work with industry recognized leasing companies, and can assist in securing leasing for apparatus purchased by members.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sutphen Corporation will accept either a members Purchase Order or a Sutphen provide Purchase Agreement/Contract. A copy is attached for your review.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sutphen Corporation has accepted the P-card purchase for previous purchases, however, the bank required fee will be added to the total price of the purchase. This is typically around 4% of the purchase price.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see the Sourcewell Contract Price List included for our complete line item pricing. The Company is offering "base models" of all apparatus described immediately above. The Price List also includes all published options. Base models and options are published as MSRP. Sutphen is offering members a discount of Fifteen Percent (15%) from MSRP. Sutphen has negotiated this industry standard percentage discount with GSA and other various cooperative agreements. From time to time, Sutphen may amend any awarded contract to update models and prices to bring them into line with the then current commercial catalog and other cooperative purchasing agreements in which the Company participates.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sutphen is offering Sourcewell members a standard basic discount of Fifteen Percent (15%) off MSRP for base models and published options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Should a member purchase apparatus in sufficient quantities and under similar circumstances, Sutphen may offer additional discounts. Discount amounts may vary based upon quantity, product type, delivery times and/or customer loyalty.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sutphen will offer unpublished or open market items as may be required by the member's Statement of Work. Pricing will be quoted at a fixed price on a case by case based and shall not be applicable to any additional discount.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included for all Sutphen aerial apparatus. A Sutphen Delivery Engineer or authorized dealer/distributor provides delivery and operational demonstration as part of standard pricing for these vehicles. Factory or dealer provided delivery is not included in standard pricing but instead as a zone-priced option on all pumper, tanker, and rescue apparatus (non-aerial apparatus). Sutphen has four (4) priced delivery zones. A non-aerial customer is always welcome to visit the Sutphen facilities to receive an operational demonstration and pick up the vehicle.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sutphen does manage OCONUS delivery to Hawaii, Alaska, US territories, and Canada for its customers on an individual basis. Delivery method and delivery cost are calculated and included at the time of the proposal. Included FOB Destination shipping on aerial apparatus may be limited to CONUS for deliveries to Hawaiian, Alaskan, US Territorial, and Canadian members eligible to use the Sourcewell contract.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sutphen is pleased to participate with multiple cooperative purchasing program agencies. It is our policy to not provide preferential pricing to one agency over another, thus allowing the customer to choose the program that best fits their needs. If favored with the contract Sutphen will continue to promote the Sourcewell contract as outlined in our marketing plan.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>For all customer proposals, Sutphen Corporation uses proprietary pricing and specification software to make certain that Sourcewell members receive correct contract discount pricing.</p> <p>To make certain all vendor reports, sales reporting and proper administrative fees are paid, all orders are processed by Sutphen's Contract Administration team. This team maintains the documentation of all cooperative purchasing contracts, logs orders, provides all required reports, and pays all administrative fees. The team has developed a method of internally verifying accuracy and completion of timely contract management operations. Reports are completed and fees are paid quarterly based on the following schedule.</p> <p>January - March, reporting completed prior to end of April  April - June, reporting completed prior to end of July  July - September, reporting completed prior to end of October  September - December, reporting completed prior to end of January</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Our internal sales support and contract administration teams monitor the purchases of all apparatus and track any units purchased through the use of a cooperative purchasing agreements. This data is used to prepare and submit the quarterly reports as required by each agency. In addition, we submit internal reports to management on a monthly, quarterly, and annual basis.</p> <p>Since the initial contract award with NJPA/Sourcewell in 2018, Sutphen has seen a dramatic increase in the number of units sold under this contract. Sutphen went from the initial five units assigned in the first year to over eighty units this current year.</p> <p>In anticipation of being awarded another contract with Sourcewell, we would expect additional success as we continue to promote the use of this contract.</p>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Sutphen proposes an administrative fee of Two Thousand and No/100 Dollars (\$2,000.00) per purchase order payable in the reporting period in which the order is delivered and customer invoice is paid in full.</p> <p>This fee structure is consistent with and equivalent to the very productive and most popularly used cooperative purchasing programs under which Sutphen currently participates. Sutphen is making this proposal to place Sourcewell on a level competitive co-op playing field to drive maximum member purchasing toward the Sourcewell platform. Some program like GSA &amp; FSA, charge a percentage of the discounted amount of contract sales, excluding open market items. Fire apparatus are large ticket capital purchases. The difference between a flat administrative fee and a percentage fee becomes material to the purchase decision in a public agency environment where agencies must spend the taxpayer dollar wisely. We have experience that with other things equal, the larger percentage fee is actually a deterrent to a flat fee co-op contract.</p>



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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sutphen manufactures a wide range of fire apparatus including custom and commercial pumpers, custom and commercial tankers, single and tandem axle mid-mount aerial platforms, single and tandem axle mid-mount and rear-mount aerial ladders, as well as our own custom chassis. The Company also manufactures a variety of specialty fire apparatus including industrial pumpers and aerials, heavy rescues, and hazmat units.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Sutphen subcategory list would include the following: Aerial Ladder, Aerial Platform, Custom Pumper, Commercial Pumper, Custom Tanker, Commercial Tanker, Heavy Rescue, Wildland Urban Interface Vehicle, and some Equipment, Accessories, and Supplies as published options. These are also not limited to remounting or refurbished apparatus.

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

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

Line Item	Category or Type	Offered *	Comments
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen manufactures a wide range of fire apparatus including but not limited to custom and commercial pumpers, custom and commercial tankers.
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen manufactures a wide range of wildland fire apparatus including but not limited to WUI, and tankers.
72	Aircraft rescue and firefighting vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen manufactures one extreme duty custom chassis that is available to multiple facilities to complete the desired apparatus.
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen offers "base models" of all apparatus. In our published price listing we included all published options available to be outfitted on various unit types described above in 70-71.
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request.

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request. Pricing will be a fixed price quote and shall be determined based on age, condition, and other factors of the current state of the unit.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Sutphen apparatus meet all Federal DOT, state requirements, UL testing and are compliant with the pertinent current NFPA standards.
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Sutphen apparatus meet all Federal DOT, ULC testing and are compliant with the pertinent current NFPA standards.

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

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 11.56\_Pricing.zip - Monday November 29, 2021 15:33:52
- [Financial Strength and Stability](#) - 2.11\_Financial Strength and Stability Documents.zip - Tuesday November 30, 2021 12:29:04
- [Marketing Plan/Samples](#) - 3.18\_Marketing Plan Documents.zip - Wednesday November 24, 2021 08:14:02
- [WMBE/MBE/SBE or Related Certificates](#) - 8.43\_WMBE Utilization.pdf - Wednesday November 24, 2021 08:08:10
- [Warranty Information](#) - 9.45\_Warranty Documents.zip - Wednesday November 24, 2021 08:14:15
- [Standard Transaction Document Samples](#) - 10.54\_Purchase Agreement.pdf - Wednesday November 24, 2021 08:10:29
- [Upload Additional Document](#) - 14A\_Product Component Reports.zip - Tuesday November 30, 2021 12:29:13

## 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. - Drew Sutphen, President, The Sutphen Corporation

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_4_Fire_Apparatus_RFP_113021</b> Sat November 20 2021 12:53 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_3_Fire_Apparatus_RFP_113021</b> Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1



**WEST  
LAFAYETTE**  
FIRE DEPARTMENT

# MEMO

*Ensuring West Lafayette is always a safe and great place to work, live, and play.*

---

**TO:** West Lafayette Redevelopment Commission

**FROM:** Jeff A. Need, Fire Chief

**DATE:** July 16, 2025

**SUBJECT:** Quote Acceptance – Knox eKey System – Knox Company

---

The West Lafayette Fire Department respectfully requests that the Redevelopment Commission approve the following quote to purchase 97 Knox eKey Systems from **Knox Company** for a total cost of **\$27,652.00**.

The Knox Company is a sole source provider of the Knox Box System, the key-way system/eSystem that supports the Rapid Entry Program currently used throughout West Lafayette and Greater Tippecanoe County.

This was budgeted out of the **Levee TIF District** under **line item 90 – Fire Equipment** from the 2025 RDC Spending Plan. This will leave a remaining balance of **\$705.30**.

Thank you for your consideration.

Jeff A. Need  
Fire Chief, City of West Lafayette



**KNOX®**  
When seconds matter™

Knox Company  
1601 W Deer Valley Rd  
Phoenix AZ 85027  
United States

**Quote# QT-KA-66637**

**QUOTED TO:**

CUS00373537  
WEST LAFAYETTE FIRE DEPT  
300 NORTH ST  
WEST LAFAYETTE IN 47906-3529  
UNITED STATES  
TIPPECANOE

**SHIP TO:**

WEST LAFAYETTE FIRE DEPT  
300 NORTH ST  
WEST LAFAYETTE IN 47906-3529  
UNITED STATES  
TIPPECANOE

Valid Through	Sales Rep	Terms	PO #	Shipping Method
12/29/2025	Larry Lulich	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KLS-8800L	Knox eLock Core™, ELOCK CORE RETROFIT KIT	97	EA	\$284.00	\$27,548.00

Installation Address:

Primary System Code Role: PS-29-0445-03-14-EKY01

Memo: Signed quote needed agreeing to be invoiced.

Subtotal	\$27,548.00
Tax Amount	\$0.00
Shipping and Handling	\$104.00

**Total \$27,652.00**



QT-KA-66637



## TERMS AND CONDITIONS

All pricing is subject to change and is based on the stated quantity shipping all at one time. All shipping and handling fees, if provided, are estimates based on ground service to the "SHIP TO" address shown above. Knox will provide you a firm cost for shipping and handling fees when your order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

After your order is shipped, items on the order can be returned to Knox for a refund, or credit, of the product price less a 25% restocking fee IF: 1) a request to return the product is received within 90 days of the order's invoice date, 2) the product(s) are in new condition [have not been used, installed, or modified] and 3) the order's invoice has been paid in full. Before shipping products or equipment for return or exchange, you must obtain a Return Authorization Number. Call 800-552-5669 for an Authorization number.

**SALES TAX DISCLAIMER:** Knox collects sales tax as mandated by local laws, based on an order's delivery address, in all US and Canadian jurisdictions. If you are sales tax exempt, please provide a valid sales tax exemption certificate at the time the order is placed or quoted. Knox will charge sales tax if no sales tax exemption is received within 48 hours after the order is placed.

By signing, you accept this Quotation and Terms, including the product configuration and payment terms indicated above.

---

Signature / Date





January 5, 2024

RE: West Lafayette Fire Dept  
300 NORTH ST  
W LAFAYETTE IN 47906-3529

Patented manufactured single sole source letter. Key Retention for the apparatuses and the rapid entry system.

Since 2013 the following Jurisdiction (*West Lafayette Fire Department*) has utilized a High Security Rapid Entry System / Program that is only manufactured by the Knox Company.

The Knox Company is the only existing manufacturer that produces the key-way system / eSystem that supports the Rapid Entry program currently utilized for the West Lafayette Fire Department. There are no other manufacturers that support the rapid program for the West Lafayette Fire Department. The system is utilized and manufactured uniquely for this responding Jurisdictions for Rapid Entry, and Security Needs. The Knox® Rapid entry products are **patented, trademark®** security Rapid Entry system. This is all supported with **patented security features** in the Cloud-base administrative software, providing key retention and eSystem with **patents** and **trademarks®**

Because of the high-end security, no other manufacturer except the Knox Company offers this Rapid-Entry program directly to the jurisdictions, and for the City of West Lafayette. For over 48 years, the Knox Company relationship has been one-on-one with Fire Departments / Universities, Government agencies throughout the World due to the High Security Patented products that are created exclusively for the Fire Departments. No other product may marry-up with this exclusive Keyway / Rapid Entry Program that is utilized for responding Departments. The Keyway, and the physical Knox box having a UL listing against physical attack and trademark® ratings; only the highest security is manufactured. The complete Knox rapid entry program is a high security **patent and trademark® design**. No duplications are permitted with this rapid entry system. No Distribution is permitted from the Knox Company.

Due to the High level of Nation Security; both in Public Safety and the US Government, the Knox Company does not have distributions and or middlemen that intervene with the Knox Products. The protection and safety are for both the responding jurisdictions and Government agencies. This is the reason why the Knox Company works directly with municipalities across the World.



Knox Company  
1601 W. Deer Valley Rd.  
Phoenix, AZ 85027



**WEST  
LAFAYETTE**  
FIRE DEPARTMENT

# MEMO

*Ensuring West Lafayette is always a safe and great place to work, live, and play.*

---

**TO:** West Lafayette Redevelopment Commission

**FROM:** Jeff A. Need, Fire Chief

**DATE:** July 16, 2025

**SUBJECT: Quote Acceptance-EMS Training Manikins-Laerdal Medical Corporation**

---

The West Lafayette Fire Department respectfully requests that the Redevelopment Commission approve the following quote to purchase EMS Training Manikins from **Laerdal Medical Corporation** for a total cost of **\$19,487.70**.

The Laerdal Medical Corporation offers a robust amount and types of manikins that will help improve our education and hands-on learning opportunities.

This purchase from Laerdal is made on a Sourcewell contract using cooperative pricing. Sourcewell secures national contracts for its members meeting the bid requirements for government purchasing.

This was budgeted out of the **Levee TIF District** under **line item 90 – Fire Equipment** from the 2025 RDC Spending Plan. This will leave a remaining balance of **\$28,357.30**.

Thank you for your consideration.

Jeff A. Need  
Fire Chief, City of West Lafayette

## Laerdal Medical Corporation

167 Myers Corners Road  
 Wappingers Falls, NY 12590  
 Order to: 877-LAERDAL  
 Fax Order To: (800) 227-1143  
 Email: customerservice@laerdal.com

Senior Territory Manager  
 Dean Beer  
 (800) 648-1851  
 dean.beer@laerdal.com

## Instructions

To prevent any delays in processing your purchase, please include your quote # when ordering.

DATE: 06-03-2025

ATTN: Eric Lamb  
 +17655863155  
 elamb@wl.in.gov

QUOTE NUMBER: Q-1138965  
 CREDIT TERMS: CC  
 EXPIRATION DATE: 09-30-2025  
 PO NUMBER:

BILL TO: 02750651  
 City of West Lafayette  
 222 North Chauncey Avenue  
 West Lafayette IN 47906

SHIP TO:  
 Eric Lamb  
 West Lafayette Fire Dept  
 Station 3  
 300 N Street  
 West Lafayette IN 47906

Sourcwell Contract 011822-LAE Applied  
 Sourcwell Member ID 25961

## Resusci Anne Simulator

Qty	Description	List Price	Term	Billing Freq.	Unit Price	Total
1	150-22000 Resusci Anne Simulator AED Link IV arm left, no SimPad Manikin with jacket and trousers, IV Arm (left), BP Arm (right), Blood Pressure Cuff, Concentrated Blood, 3 Eye Sets, Power Supply, Power Cords, Headset, Manual Air Pump, Softpack, Glycerol Spray, ShockLink	\$13,019.00			\$11,456.72	\$11,456.72
1	204-00133 SimPad PLUS 2 IE	\$1,102.00			\$969.76	\$969.76
1	204-50150 LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application.	\$3,569.00			\$3,354.86	\$3,354.86
1	260305 Power Cord 110V (US)	\$0.00			\$0.00	\$0.00



**Resusci Anne Simulator**

Qty	Description	List Price	Term	Billing Freq.	Unit Price	Total
1	400-94001 Portable Router (US)	\$394.00			\$370.36	\$370.36
1	185-50050 Physio/Mindray ShockLink Training Adapter	\$102.00			\$95.88	\$95.88
1	150-83050 Resusci Anne Simulator On-Site Installation A professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories, including Laerdal supplied PCs. Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test.	\$2,624.00		One Time	\$2,466.56	\$2,466.56
<b>TOTAL:</b>						<b>\$18,714.14</b>

ITEM TOTAL:	\$18,714.14
SHIPPING/HANDLING:	\$773.56
ADDITIONAL CHARGE/CREDIT:	
TAX:	\$0.00
<b>TOTAL:</b>	<b>\$19,487.70</b>

There are various payment options; please see bottom of your quote for further clarification.  
 Appropriate Sales Tax will be added to invoice - Pricing and Availability are subject to change  
 Shipping/Handling costs will be added to invoice

**By Accepting this Quote, the following terms are hereby incorporated into customer's order:**

**Products:**

Products that are currently on contract will be removed immediately if manufacturing or distribution of the product is discontinued.

**Payment:**

Net 30 Days for approved open accounts; CIA; Credit Cards accepted. Financing options now available – sample leasing payment terms follow.

**Warranty:**

One(1) year warranty on manufactured products and 90 day warranty on refurbished products  
 Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products

**Delivery:**

If you require delivery of the product to a specific location within your building, there will be an additional charge. This charge will be included in the total Shipping and Handling cost stated in this quote.

Delivery of product to a site without a loading dock will require Lift Gate delivery and should be identified during quote process as there is an added fee. In addition, if delivery to a specific location within a building is needed, it is available at an additional cost. Please ensure that necessary delivery requirements are discussed, and the related fees are included on the quote. This will also enable us to set proper delivery expectations with our warehouse.

**Training/Education:**

Onsite and Virtual Education will expire one (1) year from date of purchase. Exceptions include:

- Educational Pathway trainings will expire two (2) years from date of purchase. Five (5) or more Ed Path Training days will expire in five (5) years.
- Contracts/Technology Sustainment Program (TSP)
- Advanced Care & Maintenance Courses

**Cancellation/Rescheduling**

CANCELLATION or RESCHEDULING of Educational, Technical, AV, or Implementation Services WILL RESULT in CANCELLATION / RESCHEDULING FEES as detailed below:

5 Business Days or Less Prior to Appointment = 100% of Educational, Technical, AV, or Implementation Services  
6-14 Business Days Prior to Appointment = 50% of Educational, Technical, AV, or Implementation Services  
15 Business Days or More Prior to Appointment = No Fee

Customer will be required to submit a new PO to reschedule a cancelled Educational, Technical, AV, or Implementation Services.

Confidential

**Solicitation Number: RFP #011822****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Laerdal Medical Corporation, 167 Myers Corners Road, Wappingers Falls, NY 12590 (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 Public Safety Training and Simulation Equipment and Technology 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 March 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

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

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

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;



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

A fully executed Sourcewell Price and Product 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. 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:

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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 negligent act or omission or intentional misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

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

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

### **A. INTELLECTUAL PROPERTY**

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

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

#### **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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell 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 not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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

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

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

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

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

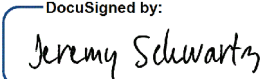
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

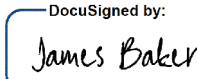
## 22. CANCELLATION

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


Sourcewell

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/18/2022 | 4:15 PM CDT

Laerdal Medical Corporation

DocuSigned by:  
  
By: 53948FB72725423...  
James Baker  
Title: Lead Contract Specialist  
Date: 3/24/2022 | 11:41 AM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 3/24/2022 | 11:42 AM CDT



# RFP 011822 - Public Safety Training and Simulation Equipment and Technology

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## Vendor Details

Company Name: Laerdal Medical Corporation

Does your company conduct business under any other name? If yes, please state: NY

Address: 167 Myers Corners Road  
Wappingers Falls, NY 12590

Contact: James Baker

Email: james.baker@laerdal.com

Phone: 845-217-1040 1033

Fax: 800-266-4359

HST#: 132587752

## Submission Details

Created On: Wednesday December 08, 2021 07:52:10

Submitted On: Tuesday January 18, 2022 11:10:18

Submitted By: James Baker

Email: james.baker@laerdal.com

Transaction #: 7ae9239a-f434-4975-bf62-a25fe2224ed7

Submitter's IP Address: 69.124.126.253

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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): (In the event of award, will execute the resulting contract as "Supplier")	Laerdal Medical Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	As well as a provider of its own manufactured products, Laerdal is an authorized seller of equipment manufactured by IngMar, Vata, Limbs and Things, Mentice, SonoSim, Wolters Kluwer, and select third party computers/peripherals that are specially programmed and selected to work in tandem with Laerdal products from such manufacturers as HP, Dell, Logitech, etc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Laerdal Medical Corporation, B-Line	*
4	Provide your CAGE code or DUNS number:	DUNS: 042791152	*
5	Proposer Physical Address:	Laerdal Medical Corporation 167 Myers Corners Road Wappingers Falls NY 12590	*
6	Proposer website address (or addresses):	www.laerdal.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):	James Baker Lead Contract Specialist 167 Myers Corners Road Wappingers Falls NY 12590 james.baker@laerdal.com 845-217-1040 ext 1033	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	James Baker Lead Contract Specialist 167 Myers Corners Road Wappingers Falls NY 12590 james.baker@laerdal.com 845-217-1040 ext 1033	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Perpetua State and Government Contracts Specialist 167 Myers Corners Road Wappingers Falls NY 12590 sara.perpetua@laerdal.com 845-296-6705	

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

Line Item	Question	Response *
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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>Our mission at Laerdal is helping save lives. We pursue that mission by bringing you the best-in-class in patient simulators, pre-programmed scenarios, simulation learning management systems, and services to enhance your ability to optimize provider skills.</p> <p>We hold ourselves accountable in this area through a current goal of contributing to helping save one million lives globally every year by 2030. We measure our performance by using client feedback, data provided by professional organizations, and through key performance indicators.</p> <p>Our history starts in war-torn Norway in 1940 where our founder, Asmund S. Laerdal, decided to make a difference – a difference in the lives of children by making toys. These included children's dolls. In the late 1950's, Dr. Bjorn Lind and Dr. Peter Safar approached Asmund Laerdal to see if he could produce a life-size doll for resuscitation training. Asmund Laerdal saw the chance to make a difference once again and thus Laerdal introduced the famous Resusci Anne® manikin. It's estimated that 2 million lives have been saved as result.</p> <p>Having grown into patient simulation Laerdal is keen helping clients use simulation to address one of the foremost issues in healthcare, preventable medical error. It is estimated that 250,000 lives are lost annually in the U.S. alone due to preventable medical error. Related to that statistic are as many as 1.3 million cases of medication error annually in the U.S., 722,000 cases of healthcare acquired infection, 360,000 adverse obstetric events, and now the rise of inequities in healthcare impacting especially black American women. All these areas are areas where we want to bring simulation to make a difference.</p> <p>To ensure that we remain connected to the organizations that influence trends in healthcare we maintain a strong network of partnerships and affiliations with the scientific and healthcare community. These include the American Heart Association; American Academy of Pediatrics; Jhpiego – an affiliate of Johns Hopkins University; the British Heart Foundation; the National League of Nursing; the Stavanger Acute Medicine Foundation for Education and Research; the Global Resuscitation Alliance; SonoSim Ultrasound Training Solutions; Mentice; IngMar Medical; Limbs &amp; Things; Wolters Kluwer.</p> <p>Headquartered in Stavanger, Norway, Laerdal is a global company. The benefit is that our locations learn from each other and exchange the best in product and service ideas to benefit you. In addition to Stavanger our locations include New York, Texas, Washington, France, Sweden, Finland, Denmark, Germany, Italy, Spain, The Netherlands, UK, Japan, Hong Kong, Canada, Korea, Beijing, Hangzhou, Malaysia, Singapore, Mexico, Australia. These locations are areas of central activity including production, design, and development, in addition to sales and service.</p>	*
11	What are your company's expectations in the event of an award?	In the event of an award, Laerdal intends to fully leverage a Sourcwell contract, utilizing the membership roster provided and extending the Sourcwell contract benefits to as many eligible Laerdal accounts as possible.	*
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.	See attached	*
13	What is your US market share for the solutions that you are proposing?	Laerdal is not a publicly traded company	*
14	What is your Canadian market share for the solutions that you are proposing?	Laerdal is not a publicly traded company	*
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>	Laerdal Medical Corporation is best described as a manufacturer who sells direct to customers, and we have a extensive workforce that are our direct employees, including a nationwide sales and service force (both US and Canada) and office locations in both countries that offer support to customers both local and nationwide.	*
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.	Not applicable	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable	*

**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	Oslo Business for Peace Award 2016 DOGA Award for Design and Architecture 2020	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 20%	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 75%	*
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?	Buy Board #610-20 2019 \$9,432,114 2020 \$9,316,891 2021 \$17,506,448  Foundation of California Community Colleges (College Buys # 00004233) 2019 \$5,728,720 2020 \$8,737,586 2021 \$10,996,990  State of New York # PC66800 2019 \$1,445,617 2020 \$1,112,804 2021 \$3,740,621  State of North Carolina # 785A 2019 \$2,730,643 2020 \$2,918,473 2021 \$2,520,265  State of Virginia # E194-76166-MA2239 2019 \$1,439,448 2020 \$1,600,311 2021 \$2,599,809  Health Pro (Canada) # CE05379 2019 \$1,107,476 2020 \$1,737,194 2021 \$1,447,627	*
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?	Not Applicable - we do not hold these types of contracts direct	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Sowela Technical Community College	Susan Tucek, Procurement Specialist	337-421-6919	*
St Cloud Technical College	Connie Frisch, Director of Nursing	320-308-6639	*
Southwest Mississippi Community College	Dr. Melissa Temple, Director of ADN Nursing Division	601-276-3850	*
Winnipeg Fire Paramedic Service/City of Winnipeg	Todd Reid, Director of Paramedic Education and Training	204-806-4602	

**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 *	
KCTCS	Education	Kentucky - KY	Multiple High Fidelity Patient Simulators and services sold to a Statewide college system.	Typical average transaction for qty 1 High Fidelity Simulator solution is approximately \$50K - \$100K dependent on items purchased	Over \$12,000,000	*
FDNY	Government	New York - NY	EMS and Pre-Hospital Equipment sold vis localized city contract to the city Fire Department	Varies from low to high threshold purchases for items such as cervical collars and pocket masks. Average high end transaction is approximately \$150K	Over \$2,000,000	*
West Coast University	Education	California - CA	Multiple High Fidelity Patient Simulators and services sold to a California based college system.	Typical transactions are for new High-Fidelity Simulator solutions as well as annual services on this accounts wide range of existing Patient Simulation. Average transaction is approximately \$100K	Over \$2,000,000	*
Alberta Health Services	Government	AB - Alberta	Wide range of Simulation solutions from low to high fidelity	Typical transactions are for new Simulation solutions as well as annual services on this accounts wide range of existing Patient Simulation. Average transaction is approximately \$100K	Over \$2,000,000	*
Anne Arundel Community College	Education	Maryland - MD	Multiple High, Medium and Low Fidelity Patient Simulators and services sold to a State Community College.	This account purchases many Medium to Low Fidelity manikins and solutions, the average transaction is approximately \$30K	Over \$2,000,000	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
26	Sales force.	64 total in both the US and Canada	*
27	Dealer network or other distribution methods.	Laerdal has several distribution partners that resell our products, but we plan on this contract being direct sale only.	*
28	Service force.	Approximately 45 employees located throughout the country, covering both educational and technical services.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Items can be ordered directly through Laerdal, as we both manufacture and sell the majority of products we offer, and for any third party products, we also offer direct ordering. Customers can order via phone, fax, or email: Laerdal's official hours are: Monday – Friday 8am- 8pm (EST). Customer Support and Technical Support teams are available via phone, fax or email. a) Phone: (845) 297-7770 / (877) 523-7325 b) Fax: (800) 227-1143 c) Email: customerservice@laerdal.com; us-techsupport@laerdal.com.	*
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.	Laerdal's customer service team is available M-F 8a-8p EST. Our service level targets are to provide a 24-business hour email response, in addition to a 1 minute 30 second maximum wait time for chat responses.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Laerdal can agree to make any awarded Sourcewell contract available to any Sourcewell member in the US who would wish to partake in the contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Laerdal can agree to make any awarded Sourcewell contract available to any Sourcewell member in Canada who would wish to partake in the contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Laerdal plans on servicing all available areas in the United States and Canada under this contract.	*
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?	Laerdal plans on servicing all participating Sourcewell entity sectors in regards to an awarded contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional shipping and handling charges and longer lead times may apply to these areas.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
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.	Our marketing team uses a content marketing strategy and leverages a marketing automation software application to market our mission, product, contracts and overall market activities. Marketing of the Sourcewell contract would fall under these initiatives. We market to very broad market demographics and use all modern marketing tactics including but not limited to email, direct mail, social media and event management. We manage over 100 individual events per year. We also produce all marketing materials in-house.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Laerdal uses a fully integrated sales and marketing approach (including advanced marketing automation) for all of our solutions. Promotional efforts for our products include website, hosting webinars, content marketing, direct mail and email campaigns, social media, inside and field sales activities, customer networking events (Simulation User Network (SUN) meetings, trade shows and local events.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell should let their members know that Laerdal is a participating, awarded vendor in as many ways as they can. The Laerdal sales force will leverage any awarded contract into their sales offers and frequent customer visits. Laerdal's goal is to make any awarded Sourcewell contract as visible to our customers as we possibly can, be it through having the contract referenced on any and all quotes for participating members or having the contract discussed with customers directly by our sales force.	*
39	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.	Yes, we do have a website, <a href="http://www.laerdal.com">www.laerdal.com</a> , which allows for customers to order select products online. Existing accounts with payment terms are able to use their account number and appropriate password on our website, and order using a Purchase Order number. Both our governmental and educational customers often use our website for ordering in this manner.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
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.	Training is available for most of our High-Fidelity simulation offerings at a separate fee, both in-person and virtual. These offerings will be a part of our Sourcewell price list. Costs will be listed for the different training options on our price list and thus part of our contract. We also offer Certified Training Programs that allow end users to perform their own maintenance on select high-fidelity simulators.	*
41	Describe any technological advances that your proposed products or services offer.	Patient care is provided in a safe, simulated environment, and Laerdal has been at the forefront of technological advances in this field and will continue to be into the foreseeable future. There is a constant strive to be ahead of our competition, so Laerdal invests heavily in a robust Research and Development program.	*
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.	Laerdal is committed to Carbon Neutral, Circular solutions, and UNGP adherence throughout Laerdal's business and supply chain by 2030. Please see the Laerdal Sustainability Report at <a href="https://one-million-lives.com/a-sustainable-future/">https://one-million-lives.com/a-sustainable-future/</a>	*
43	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.	N/A, our products are not tagged or certified in this way.	*
44	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.	N/A - We do not hold any such certifications.	*
45	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>Laerdal will bring the benefits of its many partnerships and collaborations to a Sourcewell contract.</p> <p>To ensure that we remain connected to the organizations that influence trends in medical education and healthcare, we maintain a strong network of partnerships and affiliations within the scientific and healthcare community. These include the American Heart Association; American Academy of Pediatrics; Jhpiego – an affiliate of Johns Hopkins University; the British Heart Foundation; the National League of Nursing; the Stavanger Acute Medicine Foundation for Education and Research; the Global Resuscitation Alliance; SonoSim Ultrasound Training Solutions; Mentice; IngMar Medical; Limbs &amp; Things; Wolters Kluwer.</p> <p>Laerdal has a long history of collaboration with these organizations with the intent of bringing you products and services that have been designed based on their unbiased input.</p>	*

**Table 9A: 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 *	
46	Do your warranties cover all products, parts, and labor?	With limitations - please see attached details of Laerdal Global Warranty	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, please see attached details of Laerdal Global Warranty	*



48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No - warranty repairs are return to bench only - performed in our New York office.	*
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?	Please note that warranty repairs are return to bench only - so participating agencies will send in any warranty repairs to Laerdal.	*
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?	Laerdal will cover basic standard warranty service for third party items that we offer as part of any awarded Sourcewell contract.	*
51	What are your proposed exchange and return programs and policies?	<p>All Products to be returned must have a valid Return Material Authorization (RMA) number on the shipping label, packing slip, purchase order, or other related paperwork, and must be returned within 60 days of the invoice date. Products received without such authorization will be refused at Laerdal's receiving dock and returned immediately to the (Customer) Facility. When requesting a RMA number, the following information must be provided:</p> <ol style="list-style-type: none"> <li>1. (Customer) purchase order number and date.</li> <li>2. Laerdal sales order number and shipping date.</li> <li>3. Quantity, Laerdal Product number, and description of material to be returned.</li> <li>4. Reason for return.</li> <li>5. Contact Laerdal at (800) 523-7325 for RMA number</li> </ol> <p>The following are the only accepted reasons for return of material:</p> <ol style="list-style-type: none"> <li>1. Breach of warranty, to include defective Products within their warranty period.</li> <li>2. Laerdal order or shipping error.</li> </ol> <p>Returned Products are subject to the terms of the Laerdal warranty. Products to be returned that are not under warranty must have been received within 30 days of request for return, and returned within 30 days after request. Products must be unused (unless defective) and in Laerdal shipping containers. Returned Products, with the exception of warranty or Laerdal error, are subject to a 20% restocking charge.</p> <p>The following Products are not eligible for return, except under their specified warranty:</p> <ol style="list-style-type: none"> <li>1. Sterile material, unless shipped or ordered in error by Laerdal Medical.</li> <li>2. Products that have been used.</li> <li>3. Specially ordered or produced items.</li> <li>4. Products that has been altered or abused by the buyer.</li> <li>5. Products that are known to be contaminated with communicable diseases.</li> </ol> <p>Upon receipt of returned Products, an inspection of the Products will be conducted by Laerdal and appropriate action taken. All Products to be returned shall be shipped, at Laerdal's cost, to the following address unless otherwise advised by Laerdal:</p> <p>Laerdal Medical Corporation 167 Myers Corners Road Wappinger Falls, NY 12590 (Include Return Material Authorization Number.)</p>	*
52	Describe any service contract options for the items included in your proposal.	SimCapture audio visual purchases will require a signed Laerdal Master Services Agreement to be signed by the participating entity, an example template of which is attached	*

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	<p>Laerdal will offer installation, preventative maintenance and education services at their own separate costs as part of our contract offering.</p> <p>As part of the Laerdal installation service, professionally trained Service Engineers will visit your facility to properly setup your new simulator and prepare you with the baseline knowledge needed to effectively operate it.</p> <p>Preventive Maintenance (PM) packages are a simple way to control costs through annually scheduled routine servicing. Delivered by trained Laerdal Service Engineers, each PM service includes extensive assessment, testing, and replacement of components to ensure your products maintain peak performance levels.</p> <p>Also, with Laerdal's Onsite Educational Courses you can participate in our expertly led training right in your own environment using your simulation equipment. In these highly personalized courses you have the ability to set the pace of the training and address any specific learning objectives you may have. Offsite and virtual education offerings are also available.</p>	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	All Laerdal services as part of this offering will come with a one year standard warranty on said services.	*

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

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Laerdal's standard payment terms are Net 30, and we accept electronic payment, or check or credit payments. Accounts with no payment terms must complete the Laerdal Credit Application and be approved by Laerdal for payment terms. Accounts without payment terms can pre-pay using credit card or check.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Laerdal does not offer any direct, but the Sourcewell members will be free to use any leasing option they choose.	*
57	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.	SimCapture audio visual purchases will require a signed Laerdal Master Services Agreement to be signed by the a participating entity, an example template of which is attached.	*
58	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?	Laerdal can accept P-card payments, there is no additional charge to Sourcewell for this.	*

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Laerdal will offer Sourcwell line item based discounts, and are documented on the attached price lists, for both the US and Canada. Part numbers and descriptions will be included on a line item basis.	*
60	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.	Discounts will be either 6% or 12% depending on the item, and will be indicated on the attached price lists. A limited number of third party items on the list will have no discount.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	No additional set volume discounts or rebate programs would be tied to a potential Sourcwell contract.	*
62	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.	Not Applicable	*
63	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.	Shipping Charges are not included in the price offering to Sourcwell and will be calculated separately, as well as any applicable sales taxes. Services such as installation, set up, training, etc will have their own costs and be included on our price list as individual items.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Laerdal's freight carrier of choice is FedEx, and we do charge shipping and handling costs, which is based upon the weight and destination of the item(s) ordered and added to any invoices. Some customers provide Laerdal with an account number for their own freight carrier of choice.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping charges to these areas will be weight and dimension based and charged accordingly to any invoices.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Expedited shipping and inside delivery are available for an additional fee.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	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 *	
68	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.	Laerdal will tag eligible and consenting Sourcewell member accounts with a special code that ties them to the Sourcewell agreement in Salesforce, which is the Laerdal operating system. Using this code, a sales report can be pulled each quarter for reporting/admin fee purposes, and this also gives an opportunity for Laerdal to audit the Sourcewell sales for the quarter to ensure that the pricing is accurate. This is the same process we utilize for all of Laerdal's current contracts.	*
69	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.	Sales Reports can be regularly pulled for performance, and we also perform an internal quarterly contracts review. These metrics are all based on our tagging of the customer with their specific contract unique code.	*
70	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.)	1%	*

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

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Laerdal is dedicated to helping save lives with products, services and system solutions for Patient Simulation, CPR Training, Airway Management, Advanced Life Support Training, and Spinal Motion Restraint. These categories include but are not limited to: High, Medium and Low Fidelity Patient Simulators and CPR Manikins, Audio Visual Solutions for Patient Simulation, specialized Task Trainer and Skill Trainer Manikins, Suction Units, Collars, and Pocket Masks. Laerdal also offers a wide range of services for many of our Patient Simulation solutions. For further detail of our product offering please see <a href="http://www.laerdal.com">www.laerdal.com</a> .	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Product Categories (ex Patient Simulators, Skill Trainers, Technical Services, etc.) will be indicated on our price list as 'Product Group'.	*

**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
73	Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Patient Simulators, High, Medium and Low Fidelity, CPR manikins, Task Trainers, and the other training equipment along with related accessories and consumables
74	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	SimCapture, vSim, HeartCode, ScenarioCloud
75	Instructional, educational, and training programs or systems with related materials and supplies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	SimCapture, vSim, HeartCode, ScenarioCloud
76	Services related to the offering of the solutions described in RFP Sections 1. a. – c., including design, installation, maintenance, repair, training, integration, support, and customization.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Extended Warranty, Installation, Maintenance and Loaner services available for select products, and On-Site and Virtual Education options.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	Describe your products/services interoperability with other public safety equipment, software and systems, if applicable.	Laerdal's high fidelity simulation solutions that need Wi-Fi connectivity can work on an end users existing network, and can be compatible with an end users existing computers, but our products and solutions are largely self contained.
78	Describe your strategy related to implementation, use of installation partners and integration with other training products and systems if applicable.	Laerdal offers installation services on its own products, and these services will be available separately, and with their own pricing, on Laerdal's Sourcewell price list. These services are made by appointment with Laerdal, and take into account the availability of both the end user and the Laerdal service representatives.
79	Explain your licensing process and service agreements with end users.	Laerdal does require a Master Service Agreement to be signed by end user customers, which is both a software and service agreement. These MSAs are currently required by Laerdal when purchasing our SimCapture Audio Visual solution, and detail such topics as Intellectual Property rights, Authorized Usage terms, payment and cancellation terms, liability, etc. We ask that the MSA requirement be included by reference in any Sourcewell contract, and examples of MSA templates have been included.
80	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Laerdal Medical Corporation is OSHA compliant. ANSI Z540.1 is used in our equipment calibrations. Also, all electrical equipment is certified UL and all wireless equipment is certified FCC. Laerdal Medical is also ISO certified in the US and Canada.
81	Explain and provide information about any design services you provide if applicable.	There is a collaboration between Laerdal and its customers in terms of their needs and the specific Laerdal solutions that will meet those needs, but we do not offer any specific design services as part of our contract offering.

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing\_ Laerdal Pricing Submission US and Canada.zip - Tuesday January 11, 2022 09:05:53
- [Financial Strength and Stability](#) - Laerdal Medical Corporation and Subs Financials 2020 and 2019.pdf - Monday December 20, 2021 11:19:47
- [Marketing Plan/Samples](#) - SAMPLE CONTRACT FLYER.pdf - Tuesday December 21, 2021 13:46:02
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Laerdal Global Warranty Letterhead.pdf - Monday December 20, 2021 11:17:04
- [Standard Transaction Document Samples](#) - Laerdal Standard Transaction Documents.zip - Friday January 14, 2022 09:02:21
- [Upload Additional Document](#) - Laerdal Additional Documents.zip - Thursday January 13, 2022 14:20:52

## 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. - James Baker, Lead Contract Specialist, Laerdal Medical Corporation

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_PS_Training_Simulation_Eqpt_Tech_RFP_011822 Tue December 14 2021 07:23 AM	<input checked="" type="checkbox"/>	2

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**TO:** West Lafayette Enrichment Foundation  
**FROM:** Chad Spitznagle, Housing Director  
**DATE:** July 15, 2025  
**SUBJECT:** Appraisal Approval – 2016 N Salisbury – Housing Department

---

The Housing Department respectfully requests that the West Lafayette Enrichment Foundation approve the purchase of two appraisals for the property at 2016 N Salisbury. The two solicited appraisals will be:

Rob Davis, Appraiser: \$600

John Nicholson, Appraiser: \$350

Both appraisers have been approved by the Seller according to the Purchase Agreement.

Funding for the appraisals will be paid out of the Levee Village TIF District using carry-forward 2023 funds.

Thank you for your consideration.

**CC:** Development Department, Finance Department, Redevelopment Commission





# MEMO

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**TO:** West Lafayette Enrichment Foundation

**FROM:** Chad Spitznagle, Housing Director

**DATE:** July 15, 2025

**SUBJECT:** Purchase Agreement – 2016 N Salisbury – Housing Department

---

The Housing Department respectfully requests that the West Lafayette Enrichment Foundation agrees to the attached purchase agreement for 2016 N. Salisbury. The amount offered for the property will be determined following two appraisals performed by Rob Davis and John Nicholson. The average of the two appraisals will be the offered amount for the property, not to exceed a total of \$164,000. The purchase of this property will be paid out of the West Lafayette Enrichment Foundation funding.

Thank you for your consideration.

**CC:** Development Department, Finance Department, Redevelopment Commission

Listing Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By NA \_\_\_\_\_ ( \_\_\_\_\_ )  
 Office code individual code  
 Selling Broker (Co.) \_\_\_\_\_ ( \_\_\_\_\_ ) By NA \_\_\_\_\_ ( \_\_\_\_\_ )  
 Office code individual code



## PURCHASE AGREEMENT (IMPROVED PROPERTY)

For use only by members of the Indiana Association of REALTORS®

Date: June 30, 2025

**A. BUYER:** West Lafayette Enrichment Foundation, Inc ("Buyer")  
 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

**B. PROPERTY:** The property ("Property") is known as 2016 N Salisbury St  
 in \_\_\_\_\_ Township, \_\_\_\_\_ County, West Lafayette  
 Indiana, 47906 (zip code) legally described as: WABASH SHORES ADDN RE REVISEDPT 3 LOT 71

together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (If applicable, any smart home devices should be addressed in this paragraph.) None

**EXCLUDES THE FOLLOWING (include leased items):** Right of salvage and entry for personal property until closing.

The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of closing the transaction.

Buyer should verify and rely upon Buyer's own determination of total square footage, land, room dimensions or community amenities if material, and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to such determination.

**C. PRICE:** Buyer will pay the total purchase price of (\$ Average of 2 appraisals ) \_\_\_\_\_  
 \_\_\_\_\_ U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised value is less than the agreed upon purchase price Buyer retains the option to proceed toward closing at the agreed upon purchase price. If Buyer is not willing or able to proceed at the agreed upon purchase price then: 1) either party may terminate this Agreement; or 2) parties may mutually agree to amend the agreed upon price.

**D. EARNEST MONEY:**

1. **SUBMISSION:** Buyer submits \$ Zero \_\_\_\_\_ U.S. Dollars as earnest money which shall be applied to the purchase price at closing. If not submitted with Purchase Agreement, **Earnest money shall be delivered to Escrow Agent within** NA ☐ hours ☐ days after acceptance of offer to purchase. Escrow Agent to be: ☐ Listing Broker ☐ Selling Broker ☐ Other \_\_\_\_\_. Escrow agent shall, after acceptance of the Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails to timely submit Earnest Money to Escrow Agent as agreed to above, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest Money.
2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If Escrow Agent is anyone other than a Broker, the 60 day letter release process will not be available. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release

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or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

**METHOD OF PAYMENT: (Check appropriate paragraph number)**

1. ☒ **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to provide proof of funds submitted ☒ with offer ☐ within \_\_\_\_\_ days of acceptance. If Buyer fails to timely submit proof of funds, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination prior to receiving the proof of funds.  
Buyer ☒ will ☐ will not have an appraisal.
2. ☐ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a  
☐ Conventional ☐ Insured Conventional ☐ FHA ☐ VA ☐ Other: \_\_\_\_\_ first mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an original rate of interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer shall pay all costs of obtaining financing, except for any Seller concessions agreed to by Seller. Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
3. ☐ **ASSUMPTION: (Attach Financing Addendum)**
4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

**TIME FOR OBTAINING FINANCING:**

1. **APPLICATION:** Within \_\_\_\_\_ NA \_\_\_\_\_ days after the acceptance of this Agreement, Buyer agrees to make written application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
2. **APPROVAL:** No more than \_\_\_\_\_ NA \_\_\_\_\_ days after acceptance of this Agreement shall be allowed for obtaining loan approval, which shall include a completed appraisal, if required by lender or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

**SELLER CONTRIBUTIONS:**

1. ☐ **SELLER CONCESSIONS:** Seller shall provide an allowance up to \$ \_\_\_\_\_ U.S. Dollars or \_\_\_\_\_ % of purchase price to be used by Buyer toward any allowed closing costs.
2. ☐ **BUYER BROKER COMPENSATION:** Seller to pay Buyer Broker in the amount of \$ \_\_\_\_\_ U.S. Dollars or \_\_\_\_\_ % of purchase price. The payment of compensation does not create an agency relationship between Buyer Broker and Seller.

**CLOSING:**

1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before \_\_\_\_\_, or within \_\_\_\_\_ 30 \_\_\_\_\_ days after \_\_\_\_\_ **executed PA with appraisal pricing** \_\_\_\_\_, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☐ Buyer (included in allowance, if provided) ☐ Seller ☒ Shared equally.
3. **CONTINGENCY:** This Agreement:  
☒ is not contingent upon the closing of another transaction;  
☐ is contingent upon the closing of the pending transaction on Buyer's property located at \_\_\_\_\_ scheduled to close by \_\_\_\_\_.  
Should that transaction not close, this Purchase Agreement is null and void and the earnest money shall be disbursed according to a Mutual Release Agreement.  
☐ is contingent upon the acceptance of a Purchase Agreement on Buyer's property:  
☐ Addendum to Purchase Agreement First Right Contingency. See attached Addendum.  
☐ Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of and the actual cost incurred shall appear on the closing statement.

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5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY**, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity.

**POSSESSION:**

1. The possession of the Property shall be delivered to Buyer ☒ at closing ☐ within \_\_\_\_\_ days beginning the day after closing by ☐ AM ☐ PM ☐ noon or ☐ on or before \_\_\_\_\_ by ☐ AM ☐ PM ☐ noon if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$100.00 U.S. Dollars per day.  
If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer \$100.00 U.S. Dollars per day as **liquidated damages** until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property not included in the sale.**
3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) **terminate this Agreement with prompt return of earnest money to buyer** or (b) **elect to close the transaction**, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the day of possession.
5. **HOME HEATING FUEL:** Any remaining fuel stored in tank(s) ☐ to be included in the sale ☐ will be purchased by Buyer at current market price measured within five (5) days prior to closing ☒ not applicable.

**J. LEASED PROPERTY:** If this Property is subject to an enforceable Lease between Seller and tenant(s), such Lease will be provided to Buyer by Seller within 5 days after acceptance of this Agreement. If Buyer does not make a written response to the Lease within 5 days after receipt, the Lease shall be deemed acceptable. Possession will be subject to tenant's rights. In the event the Buyer does not accept any provision(s) of the Lease and such provision(s) cannot be re-negotiated with Tenant(s), this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly.

**K. SURVEY:** Buyer shall receive a (Check one) ☐ **SURVEYOR LOCATION REPORT**, which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to closing; ☒ **WAIVED**, no survey unless required by lender; at (Check one) ☐ **Buyer's expense (included in allowance, if provided)** ☐ **Seller's expense** ☐ **Shared equally and ordered by** ☐ **Buyer** ☐ **Seller** ☐ **Other** \_\_\_\_\_. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

**L. FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer ☒ may ☐ may not terminate this Agreement if the Property requires flood insurance.

**M. BUILDING USE LIMITATIONS:** Buyer's intended use for the Property is ☐ single-family, owner occupied use ☐ other Buyer to purchase for owner occupied deed restriction. Buyer shall have \_\_\_\_\_ days after acceptance of Purchase Agreement to satisfy the following building or use limitation: \_\_\_\_\_.

**N. HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within 25 days after acceptance of this Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.

**O. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants

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at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly. Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This release shall survive the closing.

**P. INSPECTIONS: (Check one)**

Buyer has been made aware that independent inspections disclosing the condition of the property may be conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.

1. ☐ **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Inspections required by law, FHA/VA, down payment assistance program or by lender are not included in this waiver.

2. ☐ **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by law, FHA/VA, down payment assistance program or Buyer's lender(s). All inspections shall be:

- a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
- b. Conducted by licensed, independent inspectors or qualified independent contractors selected by Buyer within the following time periods.

Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make **all areas of the Property** available and accessible for Buyer's inspection.

3. ☒ **PROPERTY IS SOLD "AS IS".** See Attached Addendum.

**INSPECTION/RESPONSE PERIOD** (Does not apply with As Is Addendum):

A. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

B. **SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

C. **ADDITIONAL INSPECTION:** If the **INITIAL** inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall notify Seller in writing and have \_\_\_\_\_ additional days from the deadline listed above to order, receive and respond in writing to all inspection reports.

D. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

E. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:

1. Provide the inspection report, or relevant parts thereof, to the Seller; and
2. Give the Seller the opportunity to remedy the defect(s).

F. **SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect(s) and the transaction shall proceed toward closing. Seller may terminate this

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241 Agreement by submitting a Mutual Release if Buyer chooses to further negotiate with subsequent Inspection  
 242 Response(s).

243 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on  
 244 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or  
 245 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of  
 246 the premises.

247 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine  
 248 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.

249 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all  
 250 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,  
 251 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and  
 252 other biological contaminants. This release shall survive the closing.

253  
 254 **Q. LIMITED HOME WARRANTY PROGRAM:**

255 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer  
 256 which ☐ will ☒ will not be provided at a cost not to exceed \$ \_\_\_\_\_ U.S. Dollars charged to ☐ Buyer  
 257 ☐ Seller and ordered by ☐ Buyer ☐ Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY  
 258 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home  
 259 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home  
 260 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider.

261  
 262 The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with  
 263 the Home Warranty Provider.

264  
 265 **R. DISCLOSURES: (Check one)**

- 266 1. Buyer ☒ has ☐ has not ☐ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE  
 267 SALES DISCLOSURE.  
 268 2. Buyer ☒ has ☐ has not ☐ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION  
 269 AND ACKNOWLEDGEMENT.

270  
 271 **S. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with ☒ a title insurance commitment for the most  
 272 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or ☐ an  
 273 abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and  
 274 clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or  
 275 easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request,  
 276 can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

277  
 278 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy  
 279 (including title search and examination and commitment preparation), to be paid by ☐ Buyer (included in allowance,  
 280 if provided) ☒ Seller ☐ Shared equally.

281  
 282 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy  
 283 (including title search and examination and commitment preparation), if applicable, to be paid by ☒ Buyer (included in  
 284 allowance, if provided) ☐ Seller ☐ Shared equally ☐ Other \_\_\_\_\_

285  
 286  
 287 The parties agree that ☐ Seller ☒ Buyer will select a title insurance company to issue a title insurance policy and will  
 288 order the commitment ☒ immediately or ☐ other: \_\_\_\_\_

289  
 290  
 291 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this  
 292 Agreement.

293  
 294 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed  
 295 and vendor's affidavit), so that marketable title can be conveyed.

296  
 297 **T. TAXES: (Check appropriate paragraph number)**

- 298 1. ☐ Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on  
 299 \_\_\_\_\_, \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes  
 300 for the Property payable before that date.  
 301 2. ☒ All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the  
 302 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current  
 303 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

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3. ☐ For recent construction or other tax situations. Seller will give a tax credit of \$ \_\_\_\_\_ U.S. Dollars to Buyer at closing. This shall be a final settlement.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

**WARNING:**

\*The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed the last tax bill available to the closing agent.

\*Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

\*Buyer may apply for current-year exemptions/credits at or after closing.

**U. PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

**V. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time. Unless otherwise stated, all time periods shall begin the day after the acceptance of this Agreement.

**Note:** Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

**W. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** If the property is located in a community governed by a mandatory homeowners association, the following must be provided by the Seller to Buyer within NA days after acceptance of this Agreement, but not later than ten (10) days prior to closing pursuant to I.C. 32-21-5-8.5: 1. A disclosure that the property is in a community governed by a homeowners association; 2) A copy of the recorded governing documents; 3) a statement indicating there are assessments and the amount of any assessments; 4) The following information about a board member, homeowners association agent, or other person who has a contract with the homeowners association to provide any management services for the homeowners association: (A) the name. (B) the business or home address. Brokers are not responsible for obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be released and held harmless from any and all liability arising out of or related to these documents.

If the Buyer does not make a written response to the documents within NA days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within NA days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.

**Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.**

**X. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

**Y. FAIR HOUSING:** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Brokers will not prepare, review, or submit personal information letters, including photographs, from Buyer to Seller.** The

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National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender identity.

**Z. ADDITIONAL PROVISIONS:**

1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance. Broker is not responsible for providing or verifying this information.
3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at [www.in.gov/meth](http://www.in.gov/meth). Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
4. The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
5. Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_ subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.
7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns. Buyer may not assign this Agreement without the consent of Seller.
9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a listing service, Internet or other advertising media.
14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_.
17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

2016 N Salisbury St, West Lafayette, IN 47906

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426 AA. FURTHER CONDITIONS (List and attach any addenda): Appraisers to be picked by Seller.

427  
428 Purchase Agreement shall have a do not exceed amount of what is budgeted by the Enrichment Foundation.  
429 Currently \$164,000 max.

430  
431 Purchase agreement is contingent on approval by West Lafayette Enrichment Foundation and the West Lafayette  
432 Redevelopment Commission

433  
434  
435  
436  
437  
438  
439  
440  
441

441 BB. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this  
442 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the  
443 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional,  
444 such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the  
445 Property.

446  
447 CC. ACKNOWLEDGEMENTS: This ☐ is ☒ is not a limited agency transaction. Buyer and Seller acknowledge that each  
448 has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer  
449 and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

450  
451 EXPIRATION OF OFFER: Unless accepted in writing by Seller and delivered to Buyer by \_\_\_\_\_  
452 ☐ AM ☐ PM ☐ Noon, on \_\_\_\_\_, this Purchase Agreement shall be null  
453 and void and all parties shall be relieved of any and all liability or obligations.

454  
455 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed  
456 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall  
457 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent  
458 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that  
459 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
460 documents shall be promptly delivered, if requested.

461  
462 LEGAL REMEDIES/DEFAULT: If this offer is accepted and Buyer fails or refuses to close the transaction, without legal  
463 cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other  
464 legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the  
465 legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to  
466 perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or  
467 other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of  
468 Earnest Money.

469  
470 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge  
471 receipt of a signed copy.

472  
473  
474 BUYERS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
475  
476 West Lafayette Enrichment Foundation, Inc  
477 PRINTED \_\_\_\_\_ PRINTED \_\_\_\_\_

2016 N Salisbury St, West Lafayette, IN 47906

(Property Address)

Page 8 of 9 (Purchase Agreement)

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478 SELLER'S RESPONSE: (Check appropriate paragraph number):

479  
480 On July 7 2025, at 11 ☒ AM ☐ PM ☐ Noon

481  
482 1. ☒ The above offer is Accepted.

483  
484 2. ☐ The above offer is Rejected.

485  
486 3. ☐ The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter  
487 Offer.

488  
489  
490 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge  
491 receipt of a signed copy.

492 Vijay H Bhatia 7/7/25  
493  
494 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

495  
496 Vijay H. Bhatia  
497 PRINTED PRINTED



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2016 N Salisbury St, West Lafayette, IN 47906

(Property Address)

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# SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

2016 N Salisbury St, West Lafayette, IN 47906

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System				X	Clsterm				X	
Clothes Dryer					Septic Field/Bed					
Clothes Washer					Hot Tub					
Dishwasher					Plumbing					
Disposal					Aerator System					
Freezer					Sump Pump					
Gas Grill					Irrigation Systems					
Hood					Water Heater/Electric					
Microwave Oven					Water Heater/Gas					
Oven					Water Heater/Solar					
Range					Water Purifier					
Refrigerator					Water Softener					
Room Air Conditioner(s)					Well					
Trash Compactor					Septic and Holding Tank/Septic Mound					
TV Antenna/Dish					Geothermal and Heat Pump					
Other:					Other Sewer System (Explain)					
					Swimming Pool & Pool Equipment					
								Yes	No	Do Not Know
					Are the structures connected to a public water system?					X
					Are the structures connected to a public sewer system?					
					Are there any additions that may require improvements to the sewage disposal system?					
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier				X	Attic Fan				X	
Burglar Alarm					Central Air Conditioning					
Ceiling Fan(s)					Hot Water Heat					
Garage Door Opener / Controls					Furnace Heat/Gas					
Inside Telephone Wiring and Blocks/Jacks					Furnace Heat/Electric					
Intercom					Solar House-Heating					
Light Fixtures					Woodburning Stove					
Sauna					Fireplace					
Smoke/Fire Alarm(s)					Fireplace Insert					
Switches and Outlets					Air Cleaner					
Vent Fan(s)					Humidifier					
60/100/200 Amp Service (Circle one)					Propane Tank					
Generator					Other Heating Source					

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
X [Signature]	7/7/25		
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

Property address (number and street, city, state, and ZIP code)			
2016 N Salisbury St, West Lafayette, IN 47906			
<b>2. ROOF</b>	YES	NO	DO NOT KNOW
Age, if known _____ Years.			X
Does the roof leak?			
Is there present damage to the roof?			
Is there more than one layer of shingles on the house?			
If yes, how many layers?			
<b>3. HAZARDOUS CONDITIONS</b>	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			X
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?			
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			
Explain:			
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> (Use additional pages, if necessary)			
<b>4. OTHER DISCLOSURES</b>			
YES	NO	DO NOT KNOW	
Do structures have aluminum wiring?			X
Are there any foundation problems with the structures?			
Are there any encroachments?			
Are there any violations of zoning, building codes, or restrictive covenants?			
Is the present use of non-conforming use? Explain:			
Is the access to your property via a private road?			
Is the access to your property via a public road?			
Is the access to your property via an easement?			
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			
Are there any structural problems with the building?			
Have any substantial additions or alterations been made without a required building permit?			
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
Is there any damage due to wind, flood, termites, or rodents?			
Have any structures been treated for wood destroying insects?			
Are the furnace/woodstove/chimney/flue all in working order?			
Is the property in a flood plain?			
Do you currently pay for flood insurance?			
Does the property contain underground storage tank(s)?			
Is the homeowner a licensed real estate salesperson or broker?			
Is there any threatened or existing litigation regarding the property?			
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			
Is the property located within one (1) mile of an airport?			
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.			
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
X Vyay A Bhatia	7/7/25		
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)





# LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

For use only by members of the Indiana Association of REALTORS®

1 PROPERTY ADDRESS: 2016 N Salisbury St, West Lafayette, IN 47906

### 2 LEAD WARNING STATEMENT

3 Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that  
4 such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
5 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
6 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
7 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information  
8 on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any  
9 known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended  
10 prior to purchase.

### 11 SELLER'S DISCLOSURE

12 (a.) Presence of lead-based paint and/or lead-based paint hazards: *(check (i) or (ii) below)*

- 13 (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
14  
15 (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

16 (b.) Records and reports available to the seller: *(check (i) or (ii) below)*

- 17 (i) ☐ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales*  
18 *Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and  
19 attach documents below): \_\_\_\_\_  
20  
21 (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### 22 BUYER'S ACKNOWLEDGEMENT *(initial)*

- 23 (c.) \_\_\_\_\_ Buyer has received copies of all information listed above.  
24 (d.) \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.  
25 (e.) \_\_\_\_\_ Buyer has *(check (i) or (ii) below)*:  
26 (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for  
27 the presence of lead-based paint and/or lead-based paint hazards;  
28 OR  
29 (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
30 lead-based paint hazards.

### 31 BROKER'S ACKNOWLEDGMENT *(initial)*

- 32 (f.) \_\_\_\_\_ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act  
33 of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word  
34 "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

2016 N Salisbury St, West Lafayette, IN 47906

(Property Address)

Page 1 of 2 (Lead-Based Paint - Sales)

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**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

West Lafayette Enrichment Foundation, Inc  
PRINTED

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED \_\_\_\_\_

SELLING BROKER\* \_\_\_\_\_ DATE \_\_\_\_\_  
NA

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Vijay H. Bhatia  
PRINTED

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED \_\_\_\_\_

LISTING BROKER \_\_\_\_\_ DATE \_\_\_\_\_  
NA

\*Only required if the Buyer's Broker receives compensation from the Seller.



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Page 2 of 2 (Lead-Based Paint - Sales)



## "AS IS" ADDENDUM TO PURCHASE AGREEMENT

For use only by members of the Indiana Association of REALTORS®

1 This Addendum dated June 30, 2025, is attached to and made part of Purchase Agreement dated  
 2 June 30, 2025, on property known as 2016 N Salisbury St  
 3 West Lafayette, Indiana, Zip 47906  
 4

- 5 1. Except as modified by this Addendum, all of the terms and conditions contained in the Purchase Agreement  
 6 remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum  
 7 and the terms and conditions of the Purchase Agreement, the terms and conditions of this Addendum shall  
 8 prevail.  
 9
- 10 2. Seller and Buyer acknowledge and agree that the Property is being sold in its existing, "as is" condition ("As  
 11 Is"), and Seller shall not be responsible for the repair, replacement or modification of any deficiencies,  
 12 malfunctions or mechanical defects on the Property or to any improvements thereon, including but not limited to  
 13 the material, workmanship or mechanical components of the structures, foundations, roof, heating, plumbing,  
 14 electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or  
 15 damage by the presence of pests, mold or other organisms.  
 16
- 17 3. Seller makes no representation or warranty to Buyer, either express or implied, as to the (1) condition of the  
 18 Property, (2) the zoning of the Property, or (3) the suitability of the Property for Buyer's intended use or purpose  
 19 or for any other use or purpose. Seller represents and warrants that Seller will maintain and repair the Property  
 20 so that the Property will be in substantially the same condition on the Possession Date as on the Effective Date  
 21 of the Purchase Agreement. Seller acknowledges and agrees that selling the Property "As Is" does not relieve the  
 22 Seller from applicable legal obligations to disclose any and all known material defects in the Property and the  
 23 improvements thereon, if any, to Buyer. Seller shall have no obligation to correct any defect identified in Buyer's  
 24 inspection, nor any defects previously disclosed by Seller.  
 25
- 26 4. **Inspections. Buyer RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-  
 27 Based Paint) in addition to any inspection required by law, FHA/VA, down payment assistance program, or by  
 28 Buyer's lender(s). All inspections shall be ordered by the Buyer after Acceptance of the Purchase Agreement  
 29 and shall be:  
 30
  - 31 A. At Buyer's expense (unless otherwise agreed by the parties);
  - 32 B. Conducted by licensed, independent inspectors or qualified independent contractors selected by  
 33 the Buyer.
  - 34 C. Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's inspections.  
 35 Seller must make all areas of the property available and accessible for Buyer's inspections.  
 36

37 If Buyer's inspections uncover any **previously undisclosed defect(s)** in the Property, **Buyer shall have**  
 38 **NA** days beginning the day following the date of acceptance of the Purchase Agreement to either:

- 39 1. Terminate the Purchase Agreement by Mutual Release and Earnest Money shall be promptly  
 40 returned to Buyer. If requested, Buyer must provide the inspection report or relevant parts thereof to  
 41 the Seller; **OR**
- 42 2. Waive such defect(s) and the transaction shall proceed toward closing.  
 43

44 If the Buyer does not terminate the Agreement in writing or request additional time to respond within the  
 45 specified time period, the Property shall be deemed acceptable.  
 46

- 47 5. **An Inspection Response by Buyer requesting credits or repairs in violation of this "As Is" Addendum**  
 48 **shall allow Seller to terminate the Purchase Agreement by serving a Notice of Termination to Buyer and**  
 49 **Earnest Money shall be promptly returned to Buyer.**

2016 N Salisbury St, West Lafayette, IN 47906

(Property Address)

Page 1 of 2 ("As Is" Addendum to Purchase Agreement)

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6. DEFECT DEFINED: Under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.
7. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel regarding the risks of buying Property in its "As Is" condition; (b) neither Buyer's nor Seller's respective brokers are qualified, licensed or required, to conduct due diligence or inspections with respect to the Property or the surrounding area; and (c) Buyer expressly releases and holds harmless brokers from and against any liability for any defects or conditions in the Property and the improvements thereon, if any.

By signature below, the parties acknowledge receipt of a signed copy of this Addendum.

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

West Lafayette Enrichment Foundation, Inc

PRINTED

Vijay H. Bhatia

PRINTED

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

PRINTED

PRINTED

2016 N Salisbury St, West Lafayette, IN 47906

(Property Address)

Page 2 of 2 ("As Is" Addendum to Purchase Agreement)



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Form #53. Copyright IAR 2025





**City of West Lafayette**  
**Accounts Payable Voucher Register**  
**Redevelopment Commission**

**Claim Run**  
**RC070125**

**Check Date 7/1/2025**

**6/27/2025 8:19 AM**

We have examined the vouchers listed on the foregoing voucher register, consisting of \_\_\_\_\_ pages, and except for vouchers not allowed as shown on the register such vouchers are hereby allowed in the total amount of \$2,193,798.00 . Dated this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ .

Supp copy

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signature of Governing Board

I hereby certify that each of the above listed vouchers and invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

\_\_\_\_\_, City Controller

Signature

\_\_\_\_\_, 20 \_\_\_\_ .

**City of West Lafayette**  
**Accounts Payable Voucher Register**  
**Summary by Fund**  
**Redevelopment Commission**

**Claim Run**  
**RC070125**

**6/27/2025 8:21 AM**

**Check Date 7/1/2025**

<b>Fund</b>	<b>Amount</b>
<b>Levee/Village Allocation</b>	<b>\$1,204,250.00</b>
<b>231 Purdue TIF Fund</b>	<b>\$989,548.00</b>
<b>GRAND TOTAL</b>	<b>\$2,193,798.00</b>

**City of West Lafayette**  
**Accounts Payable Voucher Register**  
**Redevelopment Commission**

**Claim Run**  
**RC070125**

**Check Date 7/1/2025**

**6/27/2025 8:19 AM**

Voucher	Vendor # - Vendor Name	Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
137530	4484 The Huntington National B					123653	\$2,193,798.00	
		29300000 - 551105 Levee/Village Allocation - Principal-Capital Lease	State Street Project TIF1 Area 7/25	4083002304-7/25 TIF1			\$552,250.00	
		29300000 - 551205 Levee/Village Allocation - Interest-Capital Lease	State Street Project TIF1 Area 7/25	4083002304-7/25 TIF1			\$651,250.00	
		29300000 - 551400 Levee/Village Allocation - Trustee & Paying Agent Fee	State Street Project TIF1 Area 7/25	4083002304-7/25 TIF1			\$750.00	
		29600000 - 551105 US 231 Purdue TIF Fund - Principal-Capital Lease	State Street Project TIF2 Area 07/25	4083002304-7/25 TIF2			\$453,734.82	
		29600000 - 551205 US 231 Purdue TIF Fund - Interest-Capital Lease	State Street Project TIF2 Area 07/25	4083002304-7/25 TIF2			\$535,063.18	
		29600000 - 551400 US 231 Purdue TIF Fund - Trustee & Paying Agent Fee	State Street Project TIF2 Area 07/25	4083002304-7/25 TIF2			\$750.00	
						<b>Grand Total:</b>	<b>\$2,193,798.00</b>	

**INTERCONNECTION AGREEMENT  
FOR LEVEL 2 OR LEVEL 3 FACILITIES**

**THIS INTERCONNECTION AGREEMENT** ("Agreement") is made and entered into on 7/8/2025 by and between Duke Energy Indiana, Inc. ("Company"), and City of West Lafayette ("Customer"). Company and Customer are hereinaftersometimes referred to individually as "Party" or collectively as "Parties".

**WITNESSETH:**

**WHEREAS**, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: 1100 Kalberer Rd, West Lafayette IN 47906

IN Account#: 910123104210

System Size: 17.3

Generating System Specifications:

Inverter: 1 x SolarEdge Technologies 16.6 kW (Model SE17.3KUS (208V) [SI1])  
PV Module Array: 18 x Silfab 490W (Model SIL-490HN)

**NOW, THEREFORE**, in consideration thereof, Customer and Company agree as follows:

1. **Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
2. **Interconnection.** Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, including Company's Standard Contract Rider No. 80 and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

**3. Operation by Customer.** Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

**4. Access by Company.** Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

**5. Rates and Other Charges.** This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering

equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then a separate Excess Facilities Agreement shall be executed by Company and Customer in accordance with Company's Standard Contract Rider No. 53 contained in Company's Retail Electric Tariff, which rider details the charges and terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

**6. Insurance.** Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Indiana Utility Regulatory Commission ("Commission"). Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

**7. Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

**8. Effective Term and Termination Rights.** This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

**9. Termination of Any Applicable Existing Agreement.** From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

**10. Force Majeure.** For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with

the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

**11. Dispute Resolution.** In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

**12. Commission Jurisdiction and Company Rules.** Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval. Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, effective as of the date first above written.

**DUKE ENERGY INDIANA, INC.**

**CUSTOMER**

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

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

Name: \_\_\_\_\_

Name: Jenifer Van Schuyver

Title: \_\_\_\_\_

Title: Interconnection Customer



Interconnection Agreement: Solar IRA Initiative Fire Station No. 3 – Duke Energy –  
Development

DATE: 7/8/2025

CITY OF WEST LAFAYETTE  
BOARD OF PUBLIC WORKS AND SAFETY

Sana G. Booker  
Sana G. Booker, President

ABSENT  
Benjamin T. Carson, Member

M. Michelle Dearing  
M. Michelle Dearing, Member

Thomas J. Kent  
Thomas J. Kent, Member

Jeffrey W. Love  
Jeffrey W. Love, Member



Attest:

Ashlyn R. Horn  
Ashlyn R. Horn, Deputy Clerk