

BRIDGEPORT BOARD OF EDUCATION
AGENDA OF BRIDGEPORT BOARD OF EDUCATION - REGULAR MEETING

MONDAY, MARCH 9, 2026 - 6:30 PM
BRIDGEPORT REGIONAL AQUACULTURE SCIENCE & TECHNOLOGY EDUCATION
CENTER
60 ST. STEPHENS ROAD
BRIDGEPORT, CT 06605

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Student Representative Reports**
5. **Public Comment**
6. **Approval of Board Minutes**
 - a. Regular Meeting - February 9, 2026
7. **Chairman's Report**
8. **Committee Reports/Referrals**
9. **Superintendent's Report**
10. **Old Business**
11. **New Business**
 - a. Approval of the 2026-2027 Healthy Food Certification.
 - b. Approval of the contract with KOMPAN for the playground replacement at Dunbar School.
 - c. Approval to decommission Bassick High School.
 - d. Approval to update this year's school calendar.
 - e. Approval of next year's school calendar 2026-2027.
 - f. Approval to suspend By-Law 9310 for the purpose of immediate implementation of the following policies:
 1. Library Material Review and Reconsideration – 6161.12/1312.3
 2. Library Collection Development and Maintenance – 6161.13/1312.4
 3. Library Display and Program – 6161.14/1312.5
 - g. Approval of the immediate implementation of the following policies:
 4. Library Material Review and Reconsideration – 6161.12/1312.3
 5. Library Collection Development and Maintenance – 6161.13/1312.4
 6. Library Display and Program – 6161.14/1312.5

- h. Approval to suspend By-Law 9310 for the purpose of immediate implementation of the following By-Laws:
 - 1. Committees – 9130
 - 2. Committees of the Whole – 9131
 - 3. Committees and Advisory Committees – 9132/9133
 - 4. Code of Ethics – 9271
 - 5. Code of Conduct 9272
 - 6. Civility Code 9273

- i. Approval of the immediate implementation of the following By-Laws:
 - 1. Committees – 9130
 - 2. Committees of the Whole – 9131
 - 3. Committees and Advisory Committees – 9132/9133
 - 4. Code of Ethics – 9271
 - 5. Code of Conduct 9272
 - 6. Civility Code 9273

- j. Discussion and Approval of the Bridgeport Board of Education's Support for Legislation Creating Long Term Revenue in Support of ECS.

12. Adjourn



STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION



TO: Sponsors of the National School Lunch Program

FROM: Shannon K. Yearwood, Bureau Chief *Shannon K. Yearwood*
Bureau of Child Nutrition Programs

DATE: January 30, 2026

SUBJECT: Operational Memorandum No. 03-26
Requirements for Submitting the Healthy Food Certification (HFC) Statement
for School Year 2026-27

The Healthy Food Certification (HFC) statute ([C.G.S. Section 10-215f](#)) requires that every year, local boards of education or governing authorities (BOE) for public schools participating in the National School Lunch Program (NSLP) must determine and certify whether all food items sold to students separately from reimbursable meals will or will not meet the [Connecticut Nutrition Standards](#) (CNS). These standards also apply to all foods offered in reimbursable snacks for the Afterschool Snack Program (ASP).

“Public schools” include all public schools, regional educational service centers, the Connecticut Technical Education and Career System (CTECS), charter schools, interdistrict magnet schools, and endowed academies.

This memo provides the required BOE motion language and step-by-step instructions for submitting the HFC application for school year (SY) 2026-27. Please review this Operational Memorandum carefully to ensure accurate and timely submission of the HFC Statement.

HFC Eligibility Requirements for BOEs opting to implement HFC

To be eligible for HFC during SY 2026-27 (July 1, 2026, through June 30, 2027), the BOE must conduct the HFC votes by **July 1, 2026**. All votes must use the **exact motion language** provided in attachment 1.

All BOEs **must** vote on whether to participate in the healthy food option of HFC.

- If the BOE votes “yes” to the healthy food option, a vote on whether to allow food exemptions is **required**. The BOE may choose to vote on whether to allow beverage exemptions.
- If the BOE votes “no” to the healthy food option, a vote on whether to allow food exemptions is **not** required. The BOE may choose to vote on whether to allow beverage exemptions.

Beverage exemptions are defined by a separate statute (C.G.S. Section 10-221q) and are not part of the annual HFC Statement. If the BOE does not vote to allow beverage exemptions, only [allowable beverages](#) can be sold to students on school premises at all times.

Refer to attachment 1 for the required motion language and a summary chart of the required votes.

HFC Application Process for SY 2026-27

All public school sponsors of the NSLP must complete the steps below to meet the HFC application deadline of **July 1, 2026**, for school year 2026-27.

1. Schedule the required HFC votes at a BOE meeting **well before** July 1, 2026, to allow sufficient time for the BOE to approve the **draft** minutes before they are submitted to the CSDE. The HFC Statement must include the **final** BOE-approved minutes. If the district chooses to allow beverage exemptions, the CSDE recommends that the BOE conducts the vote on beverage exemptions at the same time as the HFC votes.
2. Conduct the BOE votes and prepare the BOE minutes. The final BOE-approved minutes must: 1) include the required language in attachment 1; and 2) indicate the results of each vote. Do not submit the final BOE-approved minutes until requested by the CSDE (refer to step 3).
3. **May 2026:** Complete the online HFC application module in the CSDE's Connecticut Online Application and Claiming System for Child Nutrition Programs (CNP System). Upload the final BOE-approved minutes indicating the results of the HFC votes. The CSDE will notify sponsors when the HFC application module and instructions are available.

For more information, visit the "[Annual HFC Application](#)" section of the CSDE's HFC webpage. Training on the HFC application process is available in the CSDE's video, [Completing the Application Process for Healthy Food Certification](#).

For HFC compliance resources, visit the "[Guidance and Resources](#)" section of the CSDE's HFC webpage. Training on the HFC requirements is available in the CSDE's training program, [Complying with Healthy Food Certification](#).

For questions or additional information, please contact Susan Fiore at 860-807-2075 or susan.fiore@ct.gov or Teri Dandeneau at 860-807-2079 or teri.dandeneau@ct.gov.

SKY:sff

Attachments: (1)

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain for future reference. All CSDE operational memoranda are posted on the CSDE's [Operational Memoranda for School Nutrition Programs](#) webpage.

Attachment 1

Required Motion Language for the Healthy Food Certification (HFC) Statement

School Year 2026-27

This attachment accompanies the Connecticut State Department of Education's (CSDE) Operational Memorandum No. 03-26: *Requirements for Submitting the Healthy Food Certification (HFC) Statement for School Year 2026-27* and provides the required motion language for:

- the board of education or governing authority's (BOE) votes; and
- the final BOE-approved minutes.

The HFC Statement and final BOE minutes are due to the CSDE by July 1, 2026.

Use the **exact motion language** on pages 2-3 to conduct the required HFC votes and the optional vote for beverage exemptions (if applicable).

Summary of BOE Votes

Step 1: HFC Participation

All BOEs of public schools that participate in the National School Lunch Program (NSLP) must use the language in this attachment to conduct the required vote on participation in the healthy food option of HFC.

Step 2: Food and Beverage Exemptions

Conduct the votes on food and beverage exemptions using the required language in this attachment.

- If BOE votes "yes" to HFC, complete either one of the two requirements below.
 1. Conduct the required vote for food exemptions and the optional vote for beverage exemptions using the required language in this attachment.
 2. Conduct one vote for combined food and beverage exemptions using the required language in this attachment.
- If BOE votes "no" to HFC, conduct the optional vote for beverage exemptions using the required language in this attachment.

Required Motion Language for the Healthy Food Certification (HFC) Statement

Required Language for BOE Votes and Minutes for HFC

The required motion language for each BOE vote is below. All BOEs must use this exact language for each vote to be eligible for participation in HFC.

Vote 1: Required vote for participation in healthy food option of HFC

Pursuant to C.G.S. Section 10-215f, the *(insert name of board of education or governing authority)* certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2026, through June 30, 2027. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to school stores, vending machines, school cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

Vote 2: Required vote for food exemptions for BOEs voting “yes” to the healthy food option of HFC

The motion and BOE-approved meeting minutes must reflect a “yes” or “no” vote to allow food exemptions.

The *(insert name of board of education or governing authority)* will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food sales.

Note: If the BOE votes “no” to participation in the healthy food option, a vote on whether to allow food exemptions is **not** required.

Required Motion Language for the Healthy Food Certification (HFC) Statement

Required Language for BOE Vote and Minutes on Beverages

The state beverage requirements (C.G.S. Section 10-221q) apply to all public schools, regardless of whether the district participates in the NSLP or certifies for the healthy food option of HFC.

Vote 3: Optional vote for beverage exemptions for all BOEs

The (*insert name of board of education or governing authority*) will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the beverage sales.

Required Language for Option to Combine Food and Beverage Exemptions

BOEs that vote “yes” to participate in the healthy food option may choose to combine the two separate food and beverage exemptions into one motion. This combined option replaces votes 2 and 3 above.

Required motion language for combined food and beverage exemptions:

The (*insert name of board of education or governing authority*) will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food and beverage sales.

REQUEST FOR USAGE OF A STATE, FEDERAL OR COOPERATIVE CONTRACT

***** THIS SECTION FOR PURCHASING ONLY *****

FILE NUMBER (assigned by Purchasing only): BMCP106261 OMNIA 2017001135

RECOMMENDED: DENIED: Lisa Farlow 01-22-2026 (SIGNED/DATED PURCHASING AGENT)
(a denial requires a written explanation)

****SUBMIT RLS: EXECUTED CONTRACT, BONDS, COI MUST BE OBTAINED BEFORE REQ CREATION****

COMPLETE THE PURCHASE INFORMATION SECTION BELOW
& THE JUSTIFICATION MEMO ATTACHED.

SUBMIT WITH ALL PERTINENT BACKUP FOR APPROVAL BEFORE CREATING A REQUISITION.

PURCHASE INFORMATION

PROPOSED VENDOR: KOMPAN

ESTIMATED AMOUNT: \$ 157,544.64 (PLUS COST AS SEEN BELOW)
(Attach quote and/or applicable backup. Your quote/applicable backup must have the contract number on it)

STATE, FEDERAL, or COOPERATIVE CONTRACT NUMBER: OMNIA #2017001135

EXPIRATION DATE OF CONTRACT: JUNE 30, 2026 / December 31, 2026
(At least the first two pages of the contract, evidencing the terms, must be provided.) *AM*

PRIOR ST or CP NUMBER ISSUED: BMCP080251 OMNIA 2017001135
(N/A if not applicable. Any existing agreement/contract must also be provided) BMCP105261

[Signature] (Signature – Contracting Officer/Manager) Dated: 1/5/26

[Signature] (Signature – Department Head or BOE Authorized Personnel) Dated: 07/19/26

NOTE:

In the event the procurement exceeds Twenty-Five Thousand Dollars (\$25,000.00), the Contracting Officer shall contact the City Attorney's Office for advice as to whether any contract related to such state, federal or other cooperative contract or bid is sufficient or requires any modification.

BE ADVISED: As the Contracting Officer, it is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements.

REQUEST FOR USAGE OF A STATE, FEDERAL OR COOPERATIVE CONTRACT

JUSTIFICATION MEMO

TO: City Purchasing Agent

SIGNED (Contracting Officer):

DATE: 1/15/24

WHAT IS BEING PURCHASED AND WHY IS USAGE OF STATE, FEDERAL or COOPERATIVE CONTRACT IN THE BEST INTEREST OF THE CITY? (e.g., best price, faster delivery, etc.)

(provide supporting documents):

PLAYGROUND REPLACEMENTS AT DUNBAR SCHOOL PLUS THE COST OF PREVAILING WAGE INCREASES AS OF JULY 1, 2026

IF CONTRACT HAS MULTIPLE VENDORS LISTED, WHAT CRITERIA WAS USED IN VENDOR SELECTION?

IF PURCHASE IS ESTIMATED TO BE LESS THAN \$25,000.00, EXPLAIN WHY THE COOPERATIVE AGREEMENT IS BEING UTILIZED INSTEAD OF THE INFORMAL QUOTE PROCESS

IF PURCHASE IS ESTIMATED TO BE MORE THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID?

(What due diligence was utilized to determine this is in the best interest of the City? e.g., cost analysis, etc.)

Kompan has competitive pricing through the Cooperative. The availability of items, pricing and timely delivery have been a staple of their company. Playground equipment is usually proprietary when replacements of parts are needed. The vendor can complete the work when school is not in session.

WHAT PAGE(S) OF DESIRED CONTRACT APPLY TO THIS PURCHASE?

(provide all pages pertaining to vendor, item(s) being purchased & price schedules)

NOTE: IF THIS PURCHASE IS GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

ADDITIONAL INFORMATION/EXPLANATION (if any)

STATE DRIP GRANT FUNDING

NOTE: FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST

McCarvill, Jaimie

From: Nkwo, Nestor
Sent: Wednesday, January 7, 2026 3:50 PM
To: Garcia, Jorge; Whitley, Hannah; Grants Office
Cc: McCarvill, Jaimie; St. Louis, Patricia; Dacres, Arthens
Subject: FW: DRIP Grant Update
Attachments: FAQs_ District Repair and Improvement Project (DRIP) Program.pdf

Follow Up Flag: Follow up
Flag Status: Completed

fyi

Nestor Nkwo
Chief Financial Officer (CFO)
45 Lyon Terrace, Room 318
Bridgeport, Connecticut 06604
(203) 275-1013 Phone
(203) 337-0160 Fax
nnkwo@bridgeportedu.net

From: Donna Labbe <dlabbe@torrington.org>
Sent: Wednesday, January 7, 2026 10:14 AM
To: CASBO LISTSERV <casbosbo@ct-asbo.org>
Subject: DRIP Grant Update

Caution: EXTERNAL E-MAIL: This originated from outside Bridgeport Schools. Do not click any links or attachments unless you trust the sender and know the content is safe.

Good Morning,

Thanks to everyone for the info on the DRIP grant.

Here is what I gathered and thought it may be helpful for everyone.

Allocation announced by March 1 (What we have seen previously is an estimate).

Grant issued by OPM by June 30.

Administration process will be modeled on LoCIP (description below), which does allow for carry-forward of unused funds.

<https://portal.ct.gov/opm/igpp/grants/locip/local-capital-improvement-program-locip>

--

Donna Labbe
Director of Finance
860-489-2327 ext.5440

Appendix

Estimated DRIP Program Grants by PSO^B

The table below displays an example of the potential funding by PSO that could be allocated through the DRIP program. Columns 2-4 represent the grant amounts attributable to each formula component outlined above.

Note: Projected grants may differ from final grant amounts made by the OPM to PSOs as final grant calculations may utilize more up-to-date data. Therefore, school districts should wait for final grant amounts to be released by the OPM before finalizing these amounts in their budgets.

Public School Operator	Need Student Portion of Proposed Grant	Flat Grant Portion of Proposed Grant	Wealth Portion of Proposed Grant	Total Proposed Grant
ACES	\$54,513	\$30,769	\$26,111	\$111,393
Achievement First Bridgeport Academy	\$35,276	\$30,769	\$37,181	\$103,226
Achievement First Hartford Academy	\$31,084	\$30,769	\$69,987	\$131,840
Amistad Academy	\$36,619	\$30,769	\$34,236	\$101,624
Andover School District	\$5,640	\$30,769	\$2,798	\$39,208
Ansonia School District	\$74,629	\$30,769	\$53,733	\$159,132
Ashford School District	\$10,028	\$30,769	\$5,825	\$46,623
Avon School District	\$83,462	\$30,769	\$14,624	\$128,855
Barkhamsted School District	\$6,168	\$30,769	\$2,081	\$39,019
Berlin School District	\$74,639	\$30,769	\$23,817	\$129,225

^B The Goodwin University Magnet School System (GUMSS) would be eligible for grant funding through the DRIP program and its grant calculation would align to the calculation for RESCs. However, an estimated DRIP program grant for GUMSS cannot be calculated at this time as the Connecticut State Department of Education does not currently publish an AENGLC for GUMSS.

Public School Operator	Need Student Portion of Proposed Grant	Flat Grant Portion of Proposed Grant	Wealth Portion of Proposed Grant	Total Proposed Grant
Bethany School District	\$12,277	\$30,769	\$3,163	\$46,209
Bethel School District	\$93,203	\$30,769	\$30,576	\$154,549
Bloomfield School District	\$60,685	\$30,769	\$21,180	\$112,634
Bolton School District	\$19,185	\$30,769	\$7,986	\$57,941
Booker T. Washington Academy	\$12,775	\$30,769	\$11,686	\$55,230
Bozrah School District	\$4,881	\$30,769	\$1,748	\$37,397
Branford School District	\$75,804	\$30,769	\$16,341	\$122,914
Brass City Charter School	\$11,413	\$30,769	\$14,864	\$57,047
Bridgeport School District	\$690,732	\$30,769	\$663,406	\$1,384,907
Bristol School District	\$240,549	\$30,769	\$145,989	\$417,307
Brookfield School District	\$71,905	\$30,769	\$18,644	\$121,318
Brooklyn School District	\$25,693	\$30,769	\$15,680	\$72,143
C.E.S.	\$25,623	\$30,769	\$6,704	\$63,096
Canaan School District	\$2,276	\$30,769	\$447	\$33,493
Canterbury School District	\$13,710	\$30,769	\$6,939	\$51,418
Canton School District	\$41,268	\$30,769	\$12,902	\$84,939

Providing a safe and healthy learning environment is essential for ensuring students can succeed in the classroom and beyond. Research consistently shows a safe learning environment can help improve student learning outcomes. Students' overall health and ability to perform academically can be negatively impacted by environmental exposure to mold, poorly ventilated air, uncomfortable temperatures, and inadequate lighting or noise in school buildings.¹ Research has also shown that students from lower socioeconomic backgrounds are less likely to attend school in a building that is in "good" or "excellent" condition.²

During the 2025 legislative session, Connecticut made strides toward providing safer, healthier learning environments for students and educators by establishing the District Repair and Improvement Project (DRIP) program. Section 131 of Public Act 25-174 authorizes \$60 million in state general obligation bonds for the DRIP program — \$30 million in both fiscal years 2026 and 2027.³

This frequently asked questions document addresses high-level questions pertaining to the establishment of the DRIP program and its impact on public school districts across Connecticut.

What is the District Repair and Improvement Project (DRIP) program?⁴

The District Repair and Improvement Project (DRIP) program is a new program that provides reimbursement grants to school districts for minor capital repairs and improvements to public school buildings, grounds, and infrastructure.

Who is responsible for oversight of the DRIP program?⁵

The secretary of Connecticut's Office of Policy and Management (OPM) provides primary oversight of the DRIP program and is responsible for distributing funds, managing reports and record keeping, and overseeing accountability.

Who is eligible for funding from the DRIP program?⁶

The DRIP program will provide funding to Public School Operators (PSOs) for minor capital repairs, improvements, and maintenance. PSOs are defined as local and regional public school districts, Regional Educational Service Centers (RESCs), the Goodwin University Magnet School System (GUMSS), endowed academies, and state charter schools.

How is the DRIP program funded?⁷

Similarly to Connecticut's school construction grant program, funding for the DRIP program is sourced from general obligation (GO) bonds authorized by the State Bond Commission. Section 131 of Public Act 25-174 allocates \$60 million in GO bonds for the DRIP program, with \$30 million allocated in both FY 2026 and FY 2027.⁷

What is the formula used to allocate DRIP funding to eligible PSOs?⁸

DRIP program funding dispersed by the OPM secretary to PSOs is determined by the following formula.

- **50% – Based on the Proportion of Need Students in a District:** 50% of DRIP program funding is allocated proportionally by dividing the need student count (from the prior fiscal year) of the PSO receiving funding by the sum of all PSO need student counts for the same prior fiscal year.
 - **A PSO's yearly need student count is defined as the:**
 - Total number of students enrolled in the PSO; **plus**
 - 30% of the number of students enrolled in the PSO who are eligible for free or reduced-priced meals or free milk; **plus**
 - For PSOs with over 60% of their enrolled students eligible for free or reduced-price meals or free milk, an additional 15% of the number of eligible students above the 60% threshold; **plus**
 - 25% of the number of students enrolled in the PSO who are multilingual learners; **plus**
 - 30% of the number of students enrolled in the PSO who require special education services.
- **20% – Evenly Distributed for All Districts:** 20% of DRIP program funding is evenly distributed among all PSOs.
- **30% – Based on District Wealth:** 30% of DRIP program funding is allocated proportionally based on the total number of students enrolled in the PSO during the prior fiscal year, multiplied by the inverse of the adjusted equalized net grand list per capita (AENGLC) of the PSO, divided by the sum of all PSO products resulting from their inverse.^A

What is the timeline for the distribution of DRIP program funding?⁹

The timeline for distribution of DRIP program funding is as follows:

1. **Each year on February 1st,** the OPM secretary allocates DRIP program funds to each PSO's subaccount. The secretary then maintains records of the funds credited to the account and the actual amount allocated to each PSO during that fiscal year.
2. **On March 1st of each year,** the OPM secretary is required to notify each PSO of the allocation amounts to their subaccounts and publicly post the allocation and calculation amounts on the OPM website.
3. The allocation amounts credited to each PSO's subaccount must be issued as grants **by June 30th of each fiscal year.**

^A Estimates of the DRIP program grant allocation amounts by PSO can be found in the Appendix.

What are the eligible uses for DRIP program funding?¹⁰

DRIP program funds must assist in at least one of the following areas approved by the PSO:

1. Construction, renovation, repair, or expansion of public school buildings, grounds, and infrastructure;
2. The improvement of school facilities for health, safety, or code compliance; or
3. The purchase, installation, maintenance, or enhancement of fixed infrastructure, which includes, but is not limited to heating, ventilation, and air conditioning (HVAC); plumbing; electrical systems; and roofing.

These funds will also help prevent more expensive repairs in the future and improve access to safe and well-maintained facilities.

How does a district apply for DRIP program funding?

Currently, there is no clear information on how districts can apply for DRIP program funding or the deadline for submitting applications. Although the timeline for distributing DRIP funds offers some guidance on key deadlines, it is advisable for districts to wait for further instructions from the OPM, which has some discretion in interpreting the law for the DRIP program, before allocating any funding for projects that may be eligible for reimbursement under the program.

What are the reporting requirements for the DRIP program?¹¹

The creation of the DRIP program introduces several new reporting and record-keeping requirements. Starting September 1, 2027, each PSO that receives a DRIP program grant must submit an annual report to the OPM secretary. This report must confirm that any repairs and improvements funded by the DRIP program have been approved by a PSO, board, council, or other governing body responsible for overseeing the project. Additionally, any DRIP program funds used for reimbursement and costs associated with approved projects cannot be used to fulfill local matching requirements for other state programs or for school building projects eligible under the state's school construction grant program.

Each PSO must also keep detailed accounting records of all expenses related to the DRIP program grant for three years, subject to review by the OPM secretary. If, upon review, the secretary finds records were not properly maintained or a portion of the DRIP program aid was used for ineligible purposes as defined in law, the PSO may be required to repay the full grant amount or have future grant funding reduced.






Sales Proposal

City of Bridgeport BOE
Alan Porzelt
Dept of Public Fac/Schools
999 Broad Street
Bridgeport, CT 06604

Quote No. SP129398-5
Customer No. 520084
Document Date 12/08/2025
Expiration Date 12/31/2025

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299256 Bridgeport Dunbar 2-5

No.	Description	Qty Unit	Unit Price	Net Price
	OMNIA Partners Contract #2017001135 EQUIPMENT			
PCE205834-CUSTOM	PCE205834 CUSTOM VARIANT 20432864 	1 Pieces	23,030.00	23,030.00
M18302-12P	Motorcycle Seesaw - Greenline In-ground 60cm Total CO ₂ Emission 1,153.5 LB (1,153.5 LB/Pieces) 	1 Pieces	4,510.00	4,510.00
M53471-3418P	Truck - Greenline In-ground 60cm Total CO ₂ Emission 2,261.7 LB (2,261.7 LB/Pieces) 	1 Pieces	16,800.00	16,800.00
ELE400158-3517F	Junior Spica - Yellow In-ground 70cm Total CO ₂ Emission 243.8 LB (243.8 LB/Pieces) 	1 Pieces	1,810.00	1,810.00
PAR3003-CUSTOM	2-5yrs Sign - Yellow 20432867 	1 Pieces	970.00	970.00
INSTALL SPECIAL	Equipment Installation at Prevailing Wages	1 Pieces	24,833.33	24,833.33
FREIGHT	Freight	1 Pieces	2,491.00	2,491.00
	<u>SURFACING & SITE WORK</u>			



Sales Proposal

City of Bridgeport BOE
 Alan Porzelt
 Dept of Public Fac/Schools
 999 Broad Street
 Bridgeport, CT 06604

Quote No. SP129398-5
 Customer No. 520084
 Document Date 12/08/2025
 Expiration Date 12/31/2025

Sales Representative Summer Berube
 Email SumBer@Kompan.com
 Phone No. 860-705-8970 / 800-426-9788

Project Name US299256 Bridgeport Dunbar 2-5

No.	Description	Qty Unit	Unit Price	Net Price
US-DEMO	Demolition of existing structures Demo & disposal of structure footings offsite	1 Pieces	4,615.38	4,615.38
US-EXCAVATION	Demo and excavation of 2075sft Demo, removal & disposal of asphalt expansion - 593sft Removal of existing PIP, tile and subbase - 1482sft	2,075 Sq. Feet	9.23	19,152.25
US-PIP-50-50-CUSTOM	Supply and Install 50/50 PIP Surfacing 2" depth, aromatic binder, prevailing wages, security and turn down edges.	2,075 Sq. Feet	24.65	51,148.75
US-CUSTOM-SUBBASE	Crushed Stone Subbase Up to 4" compacted stone	2,075 Sq. Feet	5.54	11,495.50
EXTRA SALES FREIGHT	Freight for PIP Surfacing	1 Pieces	3,600.00	3,600.00
EXTRAS	Payment & Performance Bonds	1 Pieces	3,372.70	3,372.70

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.
 Excludes sitework, products, & services not listed.
 Assumes site to be accessible & install ready.
 Please allow 9 to 11 weeks for product delivery upon order placement.
 Equipment is as per "Bridgeport Dunbar" Site Plan version "K1.0" - dated 10/19/23

Description	Qty		Net Price
No. of Products	5		
Subtotal - Products		4,712.00	42,408.00
Subtotal - Sitework		1,188.38	22,579.25
Subtotal - Surfacing		3,132.22	59,512.03
Subtotal - Installation		1,241.67	23,591.66
Subtotal - Freight			6,091.00
Subtotal			167,828.91
Project Discount Amount			-10,274.27



City of Bridgeport BOE
Alan Porzelt
Dept of Public Fac/Schools
999 Broad Street
Bridgeport, CT 06604

Sales Proposal

Quote No. SP129398-5
Customer No. 520084
Document Date 12/08/2025
Expiration Date 12/31/2025

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299256 Bridgeport Dunbar 2-5

Total USD

157,554.64

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Dunbar School
445 Union Ave
Bridgeport, CT 06607



Sales Proposal

City of Bridgeport BOE
Alan Porzelt
Dept of Public Fac/Schools
999 Broad Street
Bridgeport, CT 06604

Quote No. SP129398-5
Customer No. 520084
Document Date 12/08/2025
Expiration Date 12/31/2025

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299256 Bridgeport Dunbar 2-5

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

KOMPAN Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

Initial Term: July 1, 2017 through June 30, 2022

Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

EXTENDED THROUGH December 31, 2026

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Kompan, Inc. a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and incorporated into this contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Kompan in the Exhibits and Appendices shall be deemed to mean the Company.

- EXHIBIT A: Discount Schedule and Price Lists
- EXHIBIT B: Installation Fees
- EXHIBIT C: National Network of Distributors and Installers
- EXHIBIT D: Freight Rate Schedules
- EXHIBIT E: Product Warranties
- EXHIBIT F: Scope of Services
- EXHIBIT G: U.S. Communities Administrative Agreement
- EXHIBIT H: Confidentiality Terms

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

- Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
- Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
- Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.
- Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.
- Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
- City:* Refers to the City of Charlotte, North Carolina.
- Company:* Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
- Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Project.
- Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES.** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Proposal statutes, and provided the City is authorized by law to make such purchases without a formal Proposal process.

6. **DOCUMENTATION.** The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENTS.**

8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), two-year renewal

option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials and in the cost of labor for Installation Services as set forth in Section 8.1.3 of this Contract. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs associated with the manufacture of the Products, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials and Installation Services. The request must state and fully justify the proposed price increase per unit or per installation over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 Except as provided below, no proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract. Price adjustments, including increases and decreases, shall be made for Installation Services in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Industry Group Construction – Item Code 2381-Foundation, Structure, and Building Exterior Contractors if such percentage exceeds two percent (2%). The percentage difference between the PPI issued for October, 2017, and the PPI issued for each October of the year of requested adjustment will determine the maximum allowable adjustment of the original Contract prices for Installation Services.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry

market. Any new or replacement items added may be subject to Proposal statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING.** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT.** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Washington, and is qualified to do business in North Carolina;

- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS.** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME.** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and high-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT.** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE.** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY.**
 - 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 Shipping. The Company shall follow all shipping instructions included in the RFP, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES.** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE.** Unless otherwise specified by the City, the Company guarantees the materials and workmanship on all Products and Services for the guarantee period associated with a specific product or services, as specified in Company documentation and quotation. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or

adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract or the Company's response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
 - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the RFP.
26. **RIGHT TO WITHHOLD PAYMENT.** If Company breaches any provision of the Contract the City shall have the right to withhold all payments related to the breach due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES.** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
 - 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
 - 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and

performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company

hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 28.8.3 Performing the transition service plan activities;
- 28.8.4 Answering questions regarding the Products and Services on an as-needed basis; and
- 28.8.5 Providing such other reasonable Services needed to effectuate an orderly transition to a new system.

- 29. NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay in performance for reasons other than a Force Majeure Event.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City

and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 32.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five (5) years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. COMPANY WILL NOT SELL OR DISCLOSE DATA. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

- 36. WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
- 37. BACKGROUND CHECKS.** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
- a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

- 38. DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 38.3 Notify each employee that as a condition of employment, the employee will (i) aProposale by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
 - 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
 - 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Kerrin Smith	Karen Ewing
Kompan, Inc.	Procurement Management Division
821 Grand Avenue Parkway	600 East Fourth Street
Pflugerville, TX 78660	Charlotte, NC 28202
Phone: 888.579.8223	Phone: 704.336.2992
Fax: 888.579.8224	Fax: 704.632.8254
E-mail: kersmi@kompan.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. SUBCONTRACTING. The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. Could not have been prevented by reasonable precaution;
- B. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a “Force Majeure Event.” Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute “Force Majeure Events” and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. CONFIDENTIALITY. Each party shall adhere to the Confidentiality Terms stated in Exhibit H of this Contract.

43. MISCELLANEOUS.

- 43.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the RFP and the Proposal are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 43.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 43.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 43.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 43.8 constitutes an assignment.

- 43.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 43.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 43.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 43.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 43.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 43.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 43.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

43.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 12	“Audit”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 39	“Notices”
Section 42	“Confidentiality”
Section 43	“Miscellaneous”

43.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

43.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

43.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

43.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single Product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no

financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

43.17 **UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

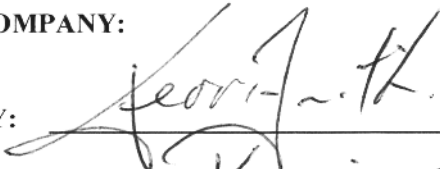
43.18 **COUNTERPARTS.**

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

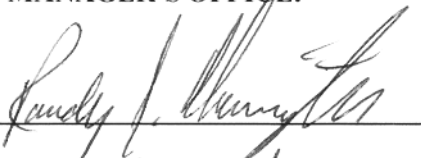
BY: 

PRINT NAME: KERRIN SMITH

TITLE: PRESIDENT

DATE: APRIL 26th, 2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: 

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: 

PRINT NAME: Christee Gibson

TITLE: Asst Mgr

DATE: 5/14/17

Shelter Price List #3000-2017

Item No.	Description	Diameter	Price
SII-8032D-MR29	Steel Frame, 8000 Series, Double Tier Hexagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	\$27,272
SII-8516P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	16'	\$9,997
SII-8524P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	24'	\$16,363
SII-8516-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	16'	\$10,139
SII-8524-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	24'	\$17,191
SII-8516-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	16'	\$10,935
SII-8524-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	24'	\$18,226
SII-8524DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	24'	\$18,592
SII-8532DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	32'	\$28,164
SII-8524D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	24'	\$17,168
SII-8532D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	32'	\$29,285
SII-8524D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	24'	\$20,055
SII-8532D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	\$32,040
Prices do not include freight, installation or engineered drawings			

Musical Pieces Price List #4000-2017

Item No.	Description		Price
FRN-CADENCE	13 Note Tenor Marimba	In Ground	\$3,790.00
FRN-CONTRABASSCHIMES	7 Aluminum Chimes	In Ground	\$5,678.00
FRN-DUET	18 Note Resonated Xylophone/Marimba	In Ground	\$3,726.00
FRN-IMBARIMBA	22 Note Resonated Marimba	In Ground	\$4,682.00
FRN-LILYPADCYMBALS	10 Note Aluminum Discs	In Ground	\$2,800.00
FRN-MANTARAY	36 Note Metallophone	In Ground or Surface Mount	\$4,695.00
FRN-PAGODABELLS	8 Stainless Steel Bells	In Ground	\$3,718.00
FRN-PEGASUS	23 Note Resonated Metallophone	In Ground	\$4,549.00
FRN-SWIRL	26 Note Resonated Metallophone	In Ground	\$5,652.00
FRN-TUNEDDRUMS	Set of 5 PVC Hand Drums-Normal	In Ground	\$3,218.00
FRN-TODDTUNEDDRUMS	Set of 5 PVC Hand Drums-Toddler	In Ground	\$3,609.00
FRN-YANTZEE	10 Bass Note Resonated Metallophone	In Ground	\$4,308.00
FRN-ARIA	9 Note Non-resonated Xylophone	In Ground	\$1,938.00
FRN-GRIFFIN	11 Note Resonated Metallophone	In Ground	\$3,252.00
FRN-JACK	11 Note Resonated Metallophone on molded plastic frame	In Ground	\$2,585.00
FRN-JILL	11 Note Resonated Marimba	In Ground	\$2,585.00
FRN-MELODY	9 Note Resonated Xylophone	In Ground	\$1,783.00
FRN-MERRY	11 Note Resonated Metallophone	In Ground	\$2,619.00
FRN-RHYTHM	9 Note Resonated Marimba	In Ground	\$1,783.00
FRN-PIPER	11 Note Resonated Marimba, fiberglass keys	In Ground	\$2,602.00
	ENSEMBLES		
FRN-WEENOTES	Griffin, Merry & Piper	3 Weenotes	\$7,702.00
FRN-STARTER	Duet, Drums & Yantzee	3 Instruments	\$10,175.00
FRN-DELUXE	Imbarimba, Swirl, Yantzee, Drums	4 Instruments	\$15,922.00
FRN-PREMIUM	Contrabass Chimes, Imbarimba, Swirl, Pegasus, Drums	5 Instruments	\$21,194.00
FRN-SCULPTURAL	Contrabass Chimes, Lilypad Cymbals, Manta Ray, Swirl, Pagoda Bells & Aria	6 Instruments	\$21,896.00
Prices do not include freight or installation			

Park Furniture Installation Price List #5000

STATE	DESCRIPTION	RATE
INSTALLATION	Installation of Park Benches	\$270.00
INSTALLATION	Installation of Picnic Tables	\$310.00
INSTALLATION	Installation of Litter Receptacles	\$230.00
INSTALLATION	Installation of Bike Racks	\$425.00
INSTALLATION	Installation of Swing Benches	\$540.00
INSTALLATION	Installation of Planters	\$310.00
Rates are a maximum allowable percentage rate under the contract.		
Minimum Installation Fee of \$5,000.00		
Installation rates do not include Prevailing Wages. Please ask for a quote with Prevailing Wage Rates, if applicable.		
<p>Unless otherwise noted in the quote, the installation charge includes the below:</p> <ul style="list-style-type: none"> • Receiving shipment on site and off-loading equipment • Layout and excavation of footing holes for equipment provided by KOMPAN • Assembly of equipment provided by KOMPAN • Concrete footings (where applicable) 		
<p>Below is a list of services that are not automatically included in the quote for product installation, but may be available for an extra charge</p> <p>Please inquire with your local KOMPAN sales associate for details:</p> <ul style="list-style-type: none"> • Off-site disposal of packaging from delivered equipment • Removal of excavated soil from site • Additional site excavation not involving equipment footings • Permits • Storage of Equipment • Site Fence – Security • Installation in stages • Non-standard working hours (i.e. nights, weekends, holidays) 		
<p>Unless otherwise noted, the quoted installation charge assumes the following site conditions:</p> <ul style="list-style-type: none"> • Adequate access to the site for vehicles and equipment • A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material • Clear markings of play site borders and finished grade height • Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.) • All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes • If products are ordered as “surface mount” and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment. <p>If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.</p>		

EXHIBIT B
INSTALLATION FEES

The following Installation Fees are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

U.S. Communities Supplier Information Section 7 (continued)

- By partnering with best in class suppliers of site amenities, surfacing and other associated playground products, KOMPAN ensures that we always offer the best quality and highest technologically advanced products in their class to the market.

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state:

KOMPAN's Authorized Distributors by U.S. state	
Distributor (Agency Partner)	Territory by State
ABC Playgrounds	Arkansas
All Play+	Pennsylvania
American Athletix	Ohio, Michigan
Creative Recreational Design, Inc.	New Mexico
Custom Playground Solutions	Missouri
Highwire	Washington, Hawaii, Alaska
Imagine Nation	Illinois, Iowa
K2 Recreation	Oregon, Idaho, Washington
Latta's	West Virginia
Meaning 2 Play	South Carolina
Playspace Design	Utah, Idaho, Montana, Nevada
Practice Sports	Nebraska
Recreation Insights	Kentucky, Indiana
Recreation Republic	California
Summit Recreation	Colorado, Wyoming
Ultimate Playgrounds	Wisconsin, Minnesota, North Dakota, South Dakota
Versa Sport	Kansas





Scope of Services Section 4

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

IPEMA certificates for the sample playgrounds are attached, labeled Exhibit 28

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

WEST ZONE	
Installer Name	Installer Address
PSI	1747 Colgate Dr. Thousand Oaks, California 91360
Central Coast Playgrounds	4285 Parkdale Lane, Santa Maria, California 93455
Cicero Engineering	1372 East Valencia Drive, Fullerton, California 92831
Who Built Creative	P.O. Box 5207, Petaluma, California 94955
Zasuetta Contracting Inc.	Po Box 866, Spring Valley, California 91976
Recreation Science	1310 Sierra Oaks Lane, Colfax, California 95713
T.J Janca Construction Inc.	2328 N. Batavia Street, Orange County, California 92865-2026
Playgrounds Unlimited	980 Memorex Dr. Santa Clara, California 95050
Perpetual Parks and Playgrounds	43407 Tylman Street, Temecula, California 95292
Creative Contractors	PO Box 80784, Rancho Santa Margarita, California 92688

(list continued next page...)

Scope of Services Section 4 (continued)

WEST ZONE	
Installer Name	Installer Address
Creekmore Recreation Specialists	3203 California Ave, Carmichael, California 95608
K2 Recreation Inc.	7227 N Philadelphia St #403, Portland, Oregon 97203
Takamine Construction	851 Leilani Street, Hilo, Hawaii 96720
Cascade Mini Excavating Inc.	1266 Bay Loop Southwest, Tumwater, Washington 98512
Cascadian Landscaping	21510 NW Farm Park Dr. Hillsboro, Oregon 97124
Community Playgrounds	200 Commercial, Vallejo, California 94589
G.R. Morgan Construction	10536 S.W. 25th Avenue, Portland, Oregon 97219
Goto Construction Inc.	42-273 Old Kalaniana'ole Hwy, Kailua, Hawaii 96734
Jayne's Brothers	704 Cayo Grande Court, Newbury Park, California 91320
R&R Construction Inc.	P.O. Box 8236, Bonney Lake, Washington 98390
Playco Park Builders Inc.	155 South Garrison Street, Lakewood, Colorado 94954
Progressive Playgrounds	12784 N. 3rd Street, Parker, Colorado 80134
Quality Time Recreation	PO Box 471, Clearfield, Utah 84089

(list continued next page...)



Scope of Services Section 4 (continued)



CENTRAL ZONE	
Installer Name	Installer Address
Midwest Playground Contractors	500 N. Pine St Suite 104, Chaska, Minnesota 55318
PG Playgrounds	5615 E. Huffman Drive , Kechi, Kansas 67067
Pro Installation Plus	5807 Hibiscus Trail, Crystal Lake, Illinois 60012
Vela Construction	24830 Outer Dr. Lincoln, Michigan 48146
Versasport	2705 N. Pepper Ridge, Wichita, Kansas 67205

EASTERN ZONE	
Installer Name	Installer Address
Avon Corporation	5621 Vine Street, Alexandria, Virginia 22310
Buzz Burger Inc.	500 S Whitehorse Rd, Phoenixville, Pennsylvania 19428
Custom Park Services	8019 E. Old Jessup Road, Jessup, Maryland 20794
Gassner Contracting	122 Markle Road, Belle Vernon, Pennsylvania 15012
Green Acres Landscape & Construction Co. Inc.	21 Malbone Street, Lakeville, Massachusetts 02347
Level Ground	6251 80th Street, Middle Village, New York 11379
Meaning 2 Play	106 Casco Bay Rd, Irmo, South Carolina 29063
P&J Lawn Landscaping Inc.	P.O. Box 104, Harwington, Connecticut 06791

(list continued next page...)

Scope of Services Section 4 (continued)

EASTERN ZONE	
Installer Name	Installer Address
P&P Installations	617 Tim Hill Rd (P.O Box 222), Marathon, New York 13803
Pat Corsetti Inc.	610 Fenimore Ave, Mamaroneck, New York 10543
Playtime Installs LLC	501 Maplewood Ave., Mohnton, Pennsylvania 19540
Probuilt	P.O. Box 991, Marshfield, Massachusetts 02050
Reale Associates Inc.	PO Box 2316, Ocean Bluff, Massachusetts 02065
Reese Construction	3720 Lucky Dr. Apex, North Carolina 27539
Rich Picerno Builders	500 Hoiles Drive, Kenilworth, New Jersey 07033
UA Construction	71 West 23rd Street, New York, New York 10010
Dicarolo Home Improvements	9974 Blackberry Lane, Great Falls, Virginia 22066

MULTIPLE ZONE	
Installer Name	Installer Address
Evans Recreation	P.O. Box 42607, Las Vegas, Nevada 89116
Playgrounds of the Rockies	3295 South Fairplay St, Aurora, Colorado 80014
Green Apex Roofing & Construction LLC	5333 Richmond Ave #15, Houston, Texas 77056
JP and Sons Contracting Inc.	18937 E Vía Del Verde, Queen Creek, Arizona 85142
Michigan Recreational Construction Inc. (MRC)	P.O. Box 2127, Brighton, Michigan 48116
Precision Playgrounds Holdings	6440 Southpoint Parkway, Floor 3, Jacksonville, Florida 32216
The Playground Guys Inc.	5600 SE Lamay Drive, Stuart, Florida 34997



EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

All freight charges are prepaid to the carrier by KOMPAN and added to the invoice as a separate line item to the customer.

**EXHIBIT E
PRODUCT WARRANTIES**

The following Product Warranties are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.



Scope of Services Section 4 (continued)

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Warranty documents for all proposed products attached.

Warranty Response Time	
Product	Response Time
KOMPAN Playground Equipment	4 -8 business days*
KOMPAN Outdoor Fitness Equipment	4 -8 business days*
Engineered Wood Fiber	5 business days
Pour In Place Rubber	5-10 business days
Rubber Mulch	5 business days
Artificial Turf	5-10 business days
Rubber Tiles	5-10 business days
Site Amenities	5-10 business days
Shelters	5-10 business days
Shades	5-10 business days
Installation Services	1- 3 business days
	*For customized or discontinued products additional time may be required.

2. Warranty period start date. The City desires the warranty start at the time of substantial completion. KOMPAN's Warranty period start date will be at time of substantial completion.

3. Availability of replacement parts.

Replacement parts will at the minimum, be available for the duration of the warranty period.

4. Life expectancy of equipment under normal use.

KOMPAN has been producing playground equipment since the 1970's and we still have some equipment in the field from that time period. Local climate conditions, maintenance, and usage can affect the life expectancy of equipment. Equipment is built to last through several generations, and can last over 20 years if properly maintained.

The life expectancy of surfacing products is based on the climate, environment, proper drainage, usage and maintenance. The minimum life expectancy matches the number of years the product is under warranty. Site amenities have varied life expectancy based upon the type of materials and the care and maintenance of the product. The minimum life expectancy matches the number of years the product is under warranty.

5. Detailed information as to proposed return policy on all equipment.

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items

**EXHIBIT F
SCOPE OF SERVICES**

The following Scope of Work is an Exhibit to and incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency. Some parts may take longer than two weeks, and that will be communicated at the time the order is placed.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on limited number of configurations, with no up charge. Participating Public Agencies should consult with their local Sales Representative for Lead times for specific products as times vary based upon type of product.
 - a. Most of the Company's bestselling Products are stocked in our Middletown, Pennsylvania storage facility and can be shipped for immediate delivery – one to seven days, dependent upon the delivery location.
 - b. 64% of the Company's Products will be shipped for delivery from the east coast within five weeks.
 - c. 26% of the Company's Products will be shipped for delivery from the east coast within eight weeks.
 - d. The remaining 10% of the Company's Products have delivery times that are dependent on the customizations, color and material selections as these Products are highly specialized and a result of project collaboration with the customer.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID

3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the “Shipping Program” included in the Company’s Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT H
CONFIDENTIALITY TERMS

This Exhibit H is an exhibit to the Contract to Provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Kompan.Inc., a corporation doing business in North Carolina (the "Company"). Unless otherwise stated in this Exhibit, the defined terms stated herein shall have the same meanings ascribed to them in the main body of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information, in any medium (whether written, oral or electronic), obtained from the City or the Company or any of their respective suppliers, contractors or licensors which falls within any of the following general categories:
 - 1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or the Company or any of their respective suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 1.2. *Information marked "Confidential" or "Proprietary."*
 - 1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
 - 1.4. *Any attorney / client privileged information disclosed by either party.*
 - 1.5. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.*
 - 1.6. *Personal identifying information about individuals that the City is prohibited from disclosing by law, including:*
 - (a) Social security or employer taxpayer identification numbers.
 - (b) Drivers license (drivers license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.
 - (c) Checking account numbers.
 - (d) Savings account numbers.
 - (e) Credit card numbers.
 - (f) Debit card numbers.
 - (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
 - (h) Digital signatures.
 - (i) Any other numbers or information that can be used to access a person's financial resources.
 - (j) Biometric data.
 - (k) Fingerprints.
 - (l) Passwords.
 - 1.7. *The security features of the City's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems,*

including passwords, security standards, security logs, procedures, processes, configurations, software and codes.

- 1.8. *Local tax records of the City that contain information about a taxpayer's income or receipts.*
- 1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 1.10. *Building plans of City-owned buildings or structures, as well as specific details of public security plans.*
- 1.11. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 1.12. *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).*
- 1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

The information described in Sections 1.1 through 1.13 is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Exhibit H.

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

Notwithstanding the above, contracts between the Company and the City are not Confidential Information and will be considered public records, except for attached exhibits that: (a) meet the legal requirements for trade secrets; and (b) are clearly identified as such.

2. RESTRICTIONS AND REQUIREMENTS. Each party shall comply with the following restrictions and requirements regarding Confidential Information:

- 2.1. Neither party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by written agreement of the parties or by the written consent of the other party.
- 2.2. Neither party shall, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party, other than an agent, subcontractor or vendor of the City or the Company who: (a) has a need to know such Confidential Information for purposes contemplated by this Contract, and (b) has executed a confidentiality agreement incorporating substantially the form of this Exhibit H. Notwithstanding the foregoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent.

- 2.3. Neither party shall use any Confidential Information of the other for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 2.4. Neither party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
 - 2.5. Each party shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the party upon which the demand is made shall notify the other party of the demand, and shall cooperate with and reasonably assist the other party in seeking a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information.
 - 2.8. Each party shall restrict employee access to the Confidential Information of the other party to those employees having a need to know for purposes of carrying out the business relationships contemplated by this Contract.
 - 2.9. The Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
 - 2.10. Each party shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Exhibit H. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Exhibit H, including compliance with the City's Restricted Data Policy.
 - 2.11. The Company shall further ensure that each person who obtains access to Confidential Information through the Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Exhibit H and the City's Restricted Data Policy.
3. **EXCEPTIONS.** The disclosing party to this Contract agrees that the receiving party ("Recipient") shall have no obligation with respect to any Confidential Information that the Recipient can establish:
- 3.1. was already known to Recipient prior to being disclosed by the disclosing party;
 - 3.2. was or becomes publicly known through no wrongful act of Recipient;

- 3.3. was rightfully obtained by Recipient from a third party without similar restriction and without breach hereof;
 - 3.4. was used or disclosed by Recipient with the prior written authorization of the other party;
 - 3.5. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Recipient shall first give to the other party notice of such requirement or request;
 - 3.6. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Recipient shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
4. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under this Contract (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
 5. **PUBLIC RECORDS.** Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that the City is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any Confidential Information that is a public record under North Carolina law may be released and disclosed by the City pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Contract, nor shall the City be liable to the Company for such release or disclosure.

In the event the City receives a request for disclosure of Confidential Information which the Company has specifically marked "Confidential" or "Proprietary" the City shall give the Company written notice of such request (the "Notice of Request for Disclosure"). In the event the Company has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the Company shall within ten (10) days after receipt of the Notice of Request for Disclosure notify the City in writing of its objection to disclosure and the basis therefor. The Company shall indemnify, defend and hold harmless the City from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by the City in connection with any refusal by the City to disclose Confidential Information after receiving an objection to disclosure from the Company. If the City receives no written objection from the Company within ten (10) days after the Company's receipt of a Notice of Request for Disclosure, the City shall disclose the Confidential Information referenced in the Notice of Request for Disclosure.

Notwithstanding the foregoing, the parties agree that the computer database information that the City is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the City shall be entitled to disclose such information without notice to the Company.

6. **REMEDIES.** Each party acknowledges that the unauthorized disclosure of the Confidential Information of the other will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party

shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

Nothing in this Contract shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information, except as the provisions of this Contract expressly authorize the release of Confidential Information.

KOMPAN Playground and Outdoor Fitness Equipment Installation Price List #200- 2017

STATE	DESCRIPTION	RATE
ALABAMA	INSTALLATION SERVICES	39.00%
ALASKA	INSTALLATION SERVICES	50.00%
ARIZONA	INSTALLATION SERVICES	50.00%
ARKANSAS	INSTALLATION SERVICES	39.00%
CALIFORNIA	INSTALLATION SERVICES	50.00%
COLORADO	INSTALLATION SERVICES	45.00%
CONNECTICUT	INSTALLATION SERVICES	45.00%
DELAWARE	INSTALLATION SERVICES	45.00%
DC	INSTALLATION SERVICES	45.00%
FLORIDA	INSTALLATION SERVICES	39.00%
GEORGIA	INSTALLATION SERVICES	39.00%
HAWAII	INSTALLATION SERVICES	50.00%
IDAHO	INSTALLATION SERVICES	45.00%
ILLINOIS	INSTALLATION SERVICES	45.00%
INDIANA	INSTALLATION SERVICES	45.00%
IOWA	INSTALLATION SERVICES	45.00%
KANSAS	INSTALLATION SERVICES	45.00%
KENTUCKY	INSTALLATION SERVICES	39.00%
LOUISIANA	INSTALLATION SERVICES	45.00%
MAINE	INSTALLATION SERVICES	45.00%
MARYLAND	INSTALLATION SERVICES	45.00%
MASSACHUSETTS	INSTALLATION SERVICES	45.00%
MICHIGAN	INSTALLATION SERVICES	45.00%
MINNESOTA	INSTALLATION SERVICES	45.00%
MISSISSIPPI	INSTALLATION SERVICES	45.00%
MISSOURI	INSTALLATION SERVICES	39.00%
MONTANA	INSTALLATION SERVICES	50.00%
NEBRASKA	INSTALLATION SERVICES	45.00%
NEVADA	INSTALLATION SERVICES	45.00%
NEW HAMPSHIRE	INSTALLATION SERVICES	45.00%
NEW JERSEY	INSTALLATION SERVICES	45.00%
NEW MEXICO	INSTALLATION SERVICES	45.00%
NEW YORK	INSTALLATION SERVICES	45.00%
NORTH CAROLINA	INSTALLATION SERVICES	39.00%
NORTH DAKOTA	INSTALLATION SERVICES	45.00%
OHIO	INSTALLATION SERVICES	45.00%
OKLAHOMA	INSTALLATION SERVICES	39.00%
OREGON	INSTALLATION SERVICES	45.00%
PENNSYLVANIA	INSTALLATION SERVICES	45.00%
RHODE ISLAND	INSTALLATION SERVICES	45.00%
SOUTH CAROLINA	INSTALLATION SERVICES	39.00%
SOUTH DAKOTA	INSTALLATION SERVICES	45.00%
TENNESSEE	INSTALLATION SERVICES	39.00%
TEXAS	INSTALLATION SERVICES	39.00%
UTAH	INSTALLATION SERVICES	45.00%

KOMPAN Playground and Outdoor Fitness Equipment Installation Price List #200- 2017

STATE	DESCRIPTION	RATE
VERMONT	INSTALLATION SERVICES	45.00%
VIRGINIA	INSTALLATION SERVICES	45.00%
WASHINGTON	INSTALLATION SERVICES	39.00%
WEST VIRGINIA	INSTALLATION SERVICES	45.00%
WISCONSIN	INSTALLATION SERVICES	45.00%
WYOMING	INSTALLATION SERVICES	50.00%
Rates are a maximum allowable percentage rate under the contract.		
Minimum Installation Fee of \$5,000.00		
Installation is calculated based on retail list price of equipment.		
<p>Unless otherwise noted in the quote, the installation charge includes the below:</p> <ul style="list-style-type: none"> • Receiving shipment on site and off-loading equipment • Layout and excavation of footing holes for equipment provided by KOMPAN • Assembly of equipment provided by KOMPAN • Concrete footings (where applicable) 		
<p>Below is a list of services that are not automatically included in the quote for equipment installation, but may be available for an extra charge</p> <p>Please inquire with your local KOMPAN sales associate for details:</p> <ul style="list-style-type: none"> • Demolition/removal of existing equipment, surfacing, etc. • Off-site disposal of packaging from delivered equipment • Removal of excavated soil from site • Installation of resilient surfacing • Installation of playground borders • Additional site excavation not involving equipment footings • Permits • Storage of Equipment • Site Fence – Security • Installation in stages • Non-standard working hours (i.e. nights, weekends, holidays) 		
<p>Unless otherwise noted, the quoted installation charge assumes the following site conditions:</p> <ul style="list-style-type: none"> • Adequate access to the site for vehicles and equipment • A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material • Clear markings of play site borders and finished grade height • Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.) • All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes • If products are ordered as “surface mount” and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment. <p>If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.</p>		

**AGREEMENT
by and between**

THE CITY OF BRIDGEPORT
by and through its **BRIDGEPORT BOARD OF EDUCATION**

and

KOMPAN, INC.
OMNIA 2017001135

This Agreement (this "Agreement") is made this ___ day of _____ 2026, by and between the **CITY OF BRIDGEPORT**, a municipal corporation with an address at 45 Lyon Terrace Bridgeport, Connecticut, by and through its **BRIDGEPORT BOARD OF EDUCATION** (the "City" or "BOE"), and **KOMPAN, INC.** ("Contractor" or "KOMPAN"); a Inc. a corporation with a business address at 605 W Howard Lane Ste 101 Austin, Texas collectively referred to hereinafter as the "the Parties".

WHEREAS, Omnia Partners is a cooperative purchasing organization that competitively solicits, among other things, local government contracts; and

WHEREAS, the City of Charlotte, North Carolina, competitively solicited a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services; and

WHEREAS, KOMPAN, after submitting its proposal, was awarded the Contract, No. 2017001135, Vendor No. 303668 dated July 1, 2017 with term through June 30, 2022 and renewed through December 31, 2026 (the "Master Agreement") a copy of which is attached hereto as Exhibit A and its terms incorporated herein; and

WHEREAS, through Omnia, the Master Agreement operates as cooperative agreement between and among states and municipalities, including but not limited to the City of Bridgeport, allowing the City to obtain the benefits of the Master Agreement as set forth therein; and

WHEREAS, the BOE now desires to enter into this agreement with KOMPAN, pursuant to the terms and conditions of the Master Agreement, as modified herein, and the terms of this Agreement, to purchase certain playground equipment from KOMPAN to update the playground and for KOMPAN to install such equipment at the **Dunbar School 445 Union Ave, Bridgeport, CT 06607** ("Project"); and

WHEREAS, KOMPAN desires to sell to the BOE and to install such equipment, which equipment and installation specifications are more particularly described on KOMPAN's Sales Proposal #SP129398-5 dated December 8, 2025 attached hereto as Exhibit B and made a part hereof; and

WHEREAS, on _____ the Bridgeport Board of Education Facilities Committee issued its approval of the Project and on _____ the Bridgeport Board of

Education approved the Project. The request for approval of use of the Cooperative Agreement was approved on _____ and by the Purchasing Agent on January 22, 2026.

NOW THEREFORE, in consideration of the mutual covenants contained in the Master Agreement and for those set forth herein, and for other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, the Parties hereby agree as follows:

1. Purchase Price. The total purchase price for the equipment and installation, as set forth in Exhibit B, is **One Hundred Fifty Seven Thousand Five Hundred Fifty Four Dollars and 64/100 (\$157,554.64)** using prevailing wage rates including the cost of payment and performance bonds.
2. Source of Funds. The Contractor's activities under this Agreement will be funded from the State of Connecticut District Repair and Improvement Project (DRIP) Program_Grant; as such, Contractor understands and agrees that the payments made under this Agreement are subject to the availability of funds which are contingent upon appropriations made to the BOE and accordingly, in the event the grant is terminated this Agreement may be immediately terminated by the BOE provided, however, that the parties may agree in the future to continue the services of the Contractor in accordance with the terms of the City's purchasing ordinance, funding requirements and/or funding availability. The requirements of the Grant are incorporated herein by reference.
- 3.
4. Commencement and completion dates. On submission of City's purchase order to KOMPAN, KOMPAN shall immediately take all steps reasonably necessary to commence the process of securing the equipment for the Project and providing for its installation with a completion date of September 1, 2026. The parties shall agree on a mutually agreeable commencement date, however, time is of the essence with regard to the completion date. In the event KOMPAN is unable to complete the project within the foregoing timeline City has the right to terminate this Agreement for non-performance without penalty to the City.
5. Insurance. Paragraph 33 of the Master Agreement is hereby modified so to require KOMPAN to name the City of Bridgeport and its Bridgeport Board of Education as additional insured by policy endorsement with notice of cancellation by policy endorsement on the Insurance requirements set forth in the Master Agreement. The coverage limits and all other terms set forth in the Master Agreement shall apply to this Project. Evidence of Insurance (by Certificate(s) of Insurance and Policy Endorsement (s)) shall be provided to the City prior to the commencement of any work. Insurers shall be licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City. The insurance certificates shall designate the City in the following form and manner:

"City of Bridgeport c/o myCOI P.O. Box #501970, 8710 Bash Street Indianapolis, IN 46256"

6. Subcontractors. Paragraph 40 of the Master Agreement is hereby modified so as to further provide that any subcontractor performing work on the Project will be certified by KOMPAN to perform such work. In addition, KOMPAN shall ensure that any such subcontractor(s) obtain(s) the same insurance coverage as that required of KOMPAN and that the City is named as additional insured all in the manner set forth in paragraph 3 of this Agreement.
7. Governing Law and Jurisdiction. Paragraph 43.3 of the of the Master Agreement is hereby modified so to provide that Connecticut law shall govern the interpretation and enforcement of this Agreement and that all disputes arising out of or concerning the interpretation of this Agreement, if they cannot first be resolved by the parties negotiating in good faith, shall be brought in a court of competent jurisdiction in Fairfield County, Connecticut.
8. Change Orders. Any alteration or deviation from the Services mentioned or any other contractual specifications that result in a revision of this Agreement shall be executed and attached to this Agreement as a change order. The contract price may only be changed by a written change order approved by City
9. Except as specifically set forth or modified herein, the terms of the Master Agreement shall remain in full force and effect. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall prevail.
10. Amendments. This Agreement may be amended or modified when evidenced by a written agreement executed by both parties.
11. This Agreement may be executed in duplicate counterparts, each of which will be deemed an original.
12. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below.

**BRIDGEPORT
BOARD OF EDUCATION**

By: _____
Dr. Royce Avery
Its Superintendent

Date: _____

KOMPAN, INC.

By:  _____
Eric Lewis
Its VP of Operations

Date: 2/6/2026

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

By: _____
Deborah M. Garskof
Associate City Attorney

EXHIBIT A
Master Agreement

EXHIBIT B
KOMPAN, INC. Proposal

OLD BASSICK HIGH SCHOOL COSTS

FY 25 UTILITIES	\$	471,886.89	ANNUAL
FY 26 CUSTODIAL SALARY	\$	48,303.00	ANNUAL
VANDALISM CALL BACKS	\$	1,000.00	MONTHLY
SECURITY			
IT			
SNOW REMOVAL			
FACILITIES MASTER PLAN EST COST	\$	82,355,016.00	100%
KITCHEN AND OTHER ITEMS AUCTIONED TO BE REPLACED			

Here are a few issues at Old Bassick to be aware of if considering re-occupancy:

- Only 1 (of 3) Boiler is operational and it is barely hanging on. If it fails, the building has no heat and will not be able to be occupied.
- Asbestos floor tiles are popping up throughout the buildings. 1 Floor New Building rooms due to steam leaks in tunnels below the rooms. Other areas due to temperature changes and age.
- Flooring in both bridges would need much repair. Existing quarry tiles have popped due to temperature changes.
- There is no kitchen equipment remaining. It was re-allocated by Nutrition Center or sold at auction.
- Most student desks and furniture have been sold at auction.
- All door locks have been removed and re-allocated to other schools, or will be.
- IT has dismantled the PA system.
- All Technology has been removed, computers, smart boards, wireless devices, etc..

2024 Bridgeport Facility Condition Assessment (FCA)

SUMMARY OF FINDINGS - BASSICK HIGH

January 29, 2025

10 YEAR FORECAST BY PRIORITY

Priority	Est. Assmt Cost (Low Range)	Est. Assmt Cost (High Range)	% of Need
Immediate	\$ 20,639,788	\$ 21,671,777	26.3%
High (1 - 3 Years)	\$ 22,390,465	\$ 23,509,988	28.5%
Medium (4 - 5 Years)	\$ 34,472,343	\$ 36,195,961	44.0%
Low (6 - 10 Years)	\$ 930,752	\$ 977,290	1.2%
	\$ 78,433,349	\$ 82,355,016	100%

\$82.4M

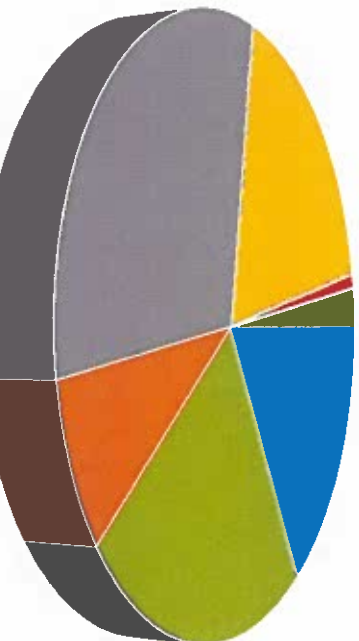
Capital Renewal & Improvement needed over the next 10 years with 55% in first 3 years and 99% in 5 years



FCA Overall Rating:
Highest Need

30%

Interior Architecture
Greatest total forecasted need with Electrical systems at 23%



Primary justification of projects is "Useful Life" with "Environmental Improvements" at 21% and "Codes / Standards" at 19%

- Building Envelope
- Fire Alarm / Protection
- Mechanical
- Site Improvements
- Electrical
- Interior Architecture
- Plumbing
- Space Adaptations

10 YEAR FORECAST BY SYSTEM

System Category	Subtotal	% of Need
Building Envelope	\$ 13,774,481	16.7%
Electrical	\$ 18,954,246	23.0%
Fire Alarm / Protection	\$ 6,616,841	8.0%
Interior Architecture	\$ 24,490,680	29.7%
Mechanical	\$ 16,012,611	19.4%
Plumbing	\$ 591,666	0.7%
Site Improvements	\$ 84,891	0.1%
Space Adaptations	\$ 1,829,600	2.2%
	\$ 82,355,016	100%

FY25 UTILITIES

	ELECTRIC	GAS	SEWER	WATER	TOTAL
BASSICK	\$ 205,133.46	\$ 153,473.19	\$ 70,097.65	\$ 43,182.59	\$ 471,886.89

ELECTRIC

SCHOOL	METER #	Period START Date	Period END Date	KWH	UI \$	GENERA TION \$	GRAND TOTAL \$
--------	---------	-------------------------	-----------------------	-----	-------	-------------------	----------------------

Sept	BASSICK H.S.	1137112	8/19/24	9/18/24	76000	9386.55	18240.55
Sept	BASSICK H.S.	LTN	8/20/24	9/18/24	687	512.73	592.77
Oct	BASSICK H.S.	1137112	9/18/24	10/17/24	66400	8413.54	16149.14
Oct	BASSICK H.S.	LTN	9/19/24	10/17/24	752	517.55	605.16
Nov	BASSICK H.S.	1137112	10/17/24	11/19/24	74400	9028.33	17695.93
Nov	BASSICK H.S.	LTN	10/18/24	11/19/24	948	531.90	642.34
Dec	BASSICK H.S.	1137112	11/19/24	12/18/24	64400	8324.86	15827.46
Dec	BASSICK H.S.	LTN	11/20/24	12/18/24	885	527.29	630.39
					284,472		70,384

Sept	BASSICK II	11203090	8/15/25	9/15/25	208200	21677.68	45809.45
Oct	BASSICK II	11203090	9/16/25	10/14/25	136800	15841.49	32209.13
Nov	BASSICK II	11203090	10/16/25	11/16/25	104400	12530.17	26313.60
Dec	BASSICK II	11203090	11/17/25	12/14/25	70200	8501.49	16829.50
					519,600		121,162

OLD BASSICK Sept to December 2024 284,472 KWH \$70,384
 NEW BASSICK Sept to December 2025 519,600 KWH \$121,162

82.6% Increase in KWh

72% Increase in Cost

NOTE: Data taken while both buildings were occupied by students. Same months but different years. No adjustments taken for changes in rates.



**BRIDGEPORT
PUBLIC SCHOOLS
SCHOOL CALENDAR
2025-2026**

Bridgeport Public Schools
45 Lyon Terrace
Bridgeport, Connecticut 06604

Dr. Royce Avery
Interim Superintendent of Schools

AUGUST/ SEPTEMBER (22 days)				
M	T	W	T	F
18	19	20	21	22
25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

August 21: Teachers First Day, 22-27 Teachers PD
 August 28: ★ First Day for All Students
 August 28 & 29: Early Dismissal
 September 1: Labor Day - Schools Closed
 September 17: Early Dismissal - PD
 September 23: Rosh Hashanah - No School
 September 24: ♦ Teacher 2 hr PD

DECEMBER (17 days)				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

December 10: Early Dismissal - PD
 December 17: ♦ Teacher 2 hr PD
 December 23: Early Dismissal
 December 24 - 31: Winter Recess

MARCH (21 days)				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

March 11: Early Dismissal - PD
 March 18: ♦ Teacher 2 hr PD
 March 20: Eid-al-Fitr - No School

JUNE (19 days)				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

June 3: Early Dismissal - PD
 June 19: Juneteenth - No School
 June 24: Early Dismissal
 June 25: Early Dismissal - LAST DAY OF SCHOOL Except Bassick & Marin
 June 25: Early Dismissal - LAST DAY OF SCHOOL - Bassick & Marin
 June 29: Absolute Last Day of School

OCTOBER (20 days)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

October 2: Yom Kippur
 October 13: Italian Heritage Day - No School
 October 15: Early Dismissal - PD
 October 20: Diwali - No School
 October 22: ♦ Teacher 2 hr PD

JANUARY (18 days)				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January 1 & 2: Winter Recess - Continued
 January 6: Three Kings Day - No School
 January 14: Early Dismissal - PD
 January 19: Martin Luther King, Jr. Day
 January 21: ♦ Teacher 2 hr PD

APRIL (16 days)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

April 3: Good Friday
 April 6-10: Spring Recess
 April 15: Early Dismissal - PD
 April 22-23: Gr. K-12 Report Card Conferences
 April 29: ♦ Teacher 2 hr PD

June 25: Last Day for Students (180) Except Bassick & Marin
 June 25: Last Day for Teachers (186) Except Bassick & Marin
 June 26: Last Day for Students (180) Bassick & Marin
 June 26: Last Day for Teachers (186) Bassick and Marin
 June 29: Absolute Last Day of School

NOVEMBER (17 days)				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

November 4: Early Dismissal - PD
 November 11: Veteran's Day Observed-Schools in Session
 November 12: Early Dismissal - PD
 November 19 & 20: Gr. K-12 Report Card Conferences
 November 26 - 28: Thanksgiving Break

FEBRUARY (17 days)				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

February 4: Early Dismissal - PD
 February 12-13 & 16: President's Day Weekend
 February 18: ♦ Teacher 2 hr PD

MAY (20 days)				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

May 6: Early Dismissal - PD
 May 13: ♦ Teacher 2 hr PD
 May 25: Memorial Day - Schools Closed

★	First Day of School
○	Professional Development / PD Day
□	Early Dismissal
■	Holiday: Schools Not In Session
▭	Report Card Conference
⊞	Holiday Acknowledged: School Is In Session
♦	Teacher 2 hour PD

Updated Draft: 3/6/2026



**BRIDGEPORT
PUBLIC SCHOOLS
SCHOOL CALENDAR
2026-2027**

Bridgeport Public Schools
45 Lyon Terrace
Bridgeport, Connecticut 06604

Dr. Royce Avery
Interim Superintendent of Schools

AUGUST/ SEPTEMBER (23 days)				
M	T	W	T	F
17	18	19	20	21
24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

August 20: Teachers First Day, 20-26 Teachers PD
 August 27: ★ First Day for All Students
 August 27 & 28 Early Dismissal
 September 7: Labor Day - Schools Closed
 September 16: Early Dismissal - PD
 September 21: Yom Kippur- No School
 September 23: ♦ Teacher 2 hr PD

OCTOBER (21 days)				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October 12: Italian Heritage Day - No School
 October 14: Early Dismissal - PD
 October 21: ♦ Teacher 2 hr PD

NOVEMBER (17 days)				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

November 3: Election Day - No School
 November 4: Early Dismissal - PD
 November 11: Veteran's Day Observed-Schools in Session
 November 23 & 24: Gr. K-12 Report Card Conferences
 November 25 - 27: Thanksgiving Break

DECEMBER (17 days)				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

December 9: Early Dismissal - PD
 December 16: ♦ Teacher 2 hr PD
 December 23: Early Dismissal
 December 24 - 31: Winter Recess

JANUARY (18 days)				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January 1: Winter Recess - Continued
 January 6: Three Kings Day - No School
 January 13: Early Dismissal - PD
 January 18: Martin Luther King, Jr. Day
 January 20: ♦ Teacher 2 hr PD

FEBRUARY (17 days)				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

February 10: Early Dismissal - PD
 February 11-12 & 15: President's Day Weekend
 February 17: ♦ Teacher 2 hr PD

MARCH (21 days)				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

March 9: Eid-al-Fitr - No School
 March 10: Early Dismissal - PD
 March 17: ♦ Teacher 2 hr PD
 March 26: Good Friday - No School

APRIL (17 days)				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 7: Early Dismissal - PD
 April 12-16: Spring Recess
 April 15: Early Dismissal - PD
 April 21-22: Gr. K-12 Report Card Conferences
 April 28: ♦ Teacher 2 hr PD

MAY (20 days)				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

May 12: Early Dismissal - PD
 May 19: ♦ Teacher 2 hr PD
 May 31: Memorial Day - Schools Closed

JUNE (9 days)				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

June 2: Early Dismissal - PD
 June 10-11 : Early Dismissal
 June 11: Early Dismissal - LAST DAY OF SCHOOL
 June 19: Juneteenth
 June 23: Absolute Last Day of School

June 11: Last Day for Students (180)
 June 11: Last Day for Teachers (186)
 June 23: Absolute Last Day of School

Additional Snow days after June 23 will be made up in the following order: February 11th, April vacation starting at the beginning of the week.

★	First Day of School
○	Professional Development /PD Day
□	Early Dismissal
■	Holiday: Schools Not In Session
▭	Report Card Conference
⏸	Holiday Acknowledged: School Is In Session
♦	Teacher 2 hour PD

6161.12/1312.3 Library Material Review and Reconsideration Policy

BRIDGEPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

SECTION: 6000/1000
CATEGORY: Instruction/Community Relations
POLICY CODE: 6161.12/1312.3

Library Material Review and Reconsideration Policy

Statement of Policy:

The Bridgeport Board of Education understands that, on occasion, a member of the public will wish to lodge a complaint against material available in the school library/media center. Consideration of requests to reconsider and remove material, displays, or student programs is limited to individuals with a vested interest. An individual with vested interest may challenge any library and other educational materials, display or student program by initiating a review of such material via the submission of a request for reconsideration form.

It shall be the policy of the Bridgeport Board of Education that the removal, exclusion or censoring of any book shall not occur on the sole basis that a person with a vested interest finds such book offensive. No library and other educational material, display, or program shall be removed from library media centers, or programs be canceled, because of the origin, background, or viewpoints expressed in such material, display, or program, or because of the origin, background, or viewpoints of the creator of such material, display, or program. Library and other educational materials, displays, and student programs shall only be excluded for legitimate pedagogical purposes or for professionally accepted standards of collection maintenance practices as adopted in the collection development and maintenance policy or the display and program policy.

Until a final decision is made by the review committee, any library and other educational materials being challenged shall remain available in the school library media center according to their catalog records and be available for students to reserve, check out, or access.

A school district may consolidate any requests for review and reconsideration of the same challenged library and other educational material. Once a decision has been made by the review committee regarding any library or other educational material, that material cannot be subject to a new request for review and reconsideration for a period of three years.

The Bridgeport Board of Education will review and update this policy as necessary every five years.

Definitions

"Library and other educational material" means any material belonging to, on loan to or otherwise in the custody of a school library media center, including, but not limited to, nonfiction and fiction books, magazines, reference books, supplementary titles, multimedia and digital material, software, and other material not required as part of classroom instruction.

6161.12/1312.3 Library Material Review and Reconsideration Policy

BRIDGEPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

SECTION: 6000/1000
CATEGORY: Instruction/Community Relations
POLICY CODE: 6161.12/1312.3

Definitions (continued)

"School library staff member" means a school library media specialist, school librarian, any certified or non-certificated staff member whose assignment is in the school library or any individual carrying out or assisting with the functions of a school library media specialist or school librarian.

"Individual with a vested interest" means any school staff member employed by a local or regional board of education, parent or guardian of a student currently enrolled in a school at the time a reconsideration form is filed, or any student currently enrolled in a school at the time a reconsideration form is filed.

"Remove" means deliberately taking library material out of a library's collection. "Remove" does not include the process of clearing such collection of any materials that are no longer useful.

Material Review and Reconsideration Procedure

The Board of Education has established the following procedure for addressing complaints regarding the utilization of library and other educational materials:

1. Individuals with a vested interest may initiate the review or reconsideration of any library and other educational materials, display, or student program by submitting a request for recommendation form to the principal of the school in which the library and other education materials are being challenged.
2. The principal, or the principal's designee, shall promptly forward the request for reconsideration to the Superintendent of Schools for the school district.
3. The Superintendent, or the Superintendent's designee, shall appoint a review committee consisting of:
 - a. The Superintendent, or the Superintendent's designee;
 - b. the principal of the school in which the library and other educational material is being challenged, or the principal's designee;
 - c. the Director of curriculum, or a person in an equivalent position;
 - d. a representative from the local ~~or regional~~ board of education;
 - e. at least one grade-level-appropriate teacher familiar with the library material provided, the teacher selected is not the individual who submitted the form;
 - f. a parent or guardian of a student *age thirteen years or younger* enrolled in the school district, provided the parent or guardian selected is not the individual who submitted the form;

6161.12/1312.3 Library Material Review and Reconsideration Policy

BRIDGEPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

SECTION: 6000/1000
CATEGORY: Instruction/Community Relations
POLICY CODE: 6161.12/1312.3

- g. a parent or guardian of a student *aged fourteen years or older* enrolled in the school district, provided the parent or guardian selected is not the individual who submitted the form;
- h. a certified school librarian employed by such board or employed by another board of education in the state.

In cases where such form is submitted by a student enrolled in *grades nine to twelve*, inclusive, and when appropriate and at the discretion of the superintendent, a student enrolled in grades nine to twelve, inclusive, may serve on the review committee if such student did not submit the reconsideration form, provided the superintendent consults with the principal of the school involved in such reconsideration request prior to making this determination whether to include such student on the review committee.

- 4. The **review committee** shall evaluate the request for reconsideration form by reading the challenged material in its entirety and evaluating the challenged material against the school district's *Collection Development and Maintenance Policy*.
- 5. The **review committee** shall make a *written decision* on whether to remove the challenged material *within sixty school days* from the date of receiving such request and provide a copy of the committee's decision and report to *the individual with a vested interest who submitted the form and to the principal of the school*.
- 6. The individual with a vested interest who submitted the *request for reconsideration form* may appeal to the *review committee's decision* to the local or regional board of education for the school district. The Board shall determine whether the reconsideration process was followed and publish the decision on the school district's website.

6161.12/1312.3 Library Material Review and Reconsideration Policy

BRIDGEPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

SECTION: 6000/1000
CATEGORY: Instruction/Community Relations
POLICY CODE: 6161.12/1312.3

General Provisions

Any school library media specialist or school library staff member who, in good faith, implements the policies described in this section shall be immune from any liability, civil or criminal, that might otherwise be incurred or imposed and shall have the same immunity with respect to any judicial proceeding that results from such implementation.

Legal Reference: Public Act 25-168 An Act Concerning the State Budget for the Biennium Ending June 30, 2027, and Making Appropriations Therefor, and Provisions Related to Revenue and Other Items Implementing the State Budget.

Adopted: DATE

6161.13/1312.4 Library Collection Development and Maintenance Policy

BRIDGEPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

SECTION: 6000/1000
CATEGORY: Instruction/Community Relations
POLICY CODE: 6161.13/1312.4

Library Collection Development and Maintenance Policy

The Board of Education recognizes that library and other educational materials should be provided for the interest, information, and enlightenment of all students, and that the collection as a whole should represent a wide range of varied and divergent viewpoints.

Students shall have access to the library and other educational materials that are relevant to their research, independent reading interests, and educational needs, based on their age, development, or grade level.

The library media center is an important place for voluntary inquiry, the dissemination of information and ideas, and the promotion of free expression and free access to ideas by students.

A school library media specialist is professionally trained to curate and develop a collection that provides students with access to the widest array of age-appropriate and grade-level-appropriate library and other educational materials.

The Bridgeport Board of Education directs the Superintendent to create an administrative regulation that establishes a procedure for a certified school library media specialist to continually review library and other educational material within a school library media center using professionally accepted standards which shall include, but need not be limited to: the material's relevance, physical condition of the material, availability of duplicates or copies of the material, availability of more recent age-appropriate or grade-level appropriate material and continued demand for the material.

Legal Reference: Public Act 25-168 An Act Concerning the State Budget for the Biennium Ending June 30, 2027, and Making Appropriations Therefor, and Provisions Related to Revenue and Other Items Implementing the State Budget.

Adopted: DATE

6161.14/1312.5 Library Display and Program Policy

BRIDGEPORT PUBLIC SCHOOLS
BOARD OF EDUCATION

SECTION: 6000/1000
CATEGORY: Instruction/Community Relations
POLICY CODE: 6161.14/1312.5

Library Display and Program Policy

Library displays and student programs are crucial in serving as resources for voluntary inquiry, the dissemination of information and ideas, and promoting free expression and access to ideas among students.

The Board of Education recognizes that library displays are provided for the interest, information, and enlightenment of all students, represent a wide range of varied and divergent viewpoints, and provide access to content that is relevant to the research, independent interests, and educational needs of students.

The Bridgeport Board of Education acknowledges that a school library media specialist is professionally trained to curate and develop displays and programs that shall provide students with access to the widest array of age-appropriate and grade-level-appropriate library and other educational materials.

Through this policy, the Board of Education ensures that all library materials shall be evaluated and made accessible in accordance with the protections against discrimination set forth in sec10-15c of the general statutes, including, but not limited to, discrimination based on race, color, sex, gender identity, religion, national origin, sexual orientation, or disability. The Board shall review and update this policy as necessary every five years.

Legal Reference: Public Act 25-168 An Act Concerning the State Budget for the Biennium Ending June 30, 2027, and Making Appropriations Therefore, and Provisions Related to Revenue and Other Items Implementing the State Budget

Connecticut General Statutes
Section 10-15c Discrimination in public schools prohibited

Adopted: DATE

Committees - 9130

There are three (3) standing Committees of the Bridgeport Board of Education; Instruction & Support Services, Policy, and Operations. The membership of the committees shall be established by the Chairperson no later than the first regularly scheduled meeting in ~~December~~January.

Each committee may make a report through its chairperson at each regular meeting of the Board of Education. Each committee shall make its annual report at the meeting **prior to** the first regularly scheduled meeting in December.

No committee shall have power other than to recommend to the Board of Education unless specially authorized. No committee, or member of a committee, is authorized to make any contract or enter into any agreement which involves the expenditure of money, unless such contract or agreement is authorized by the Board either in regular or special meeting.

All committees of the Board of Education shall follow the provisions of the Freedom Of Information Act as required by statute.

(cf. 9132/9133 - Committees and Advisory Committees)

Legal Reference: Connecticut General Statutes

1-7 through 1-18 and 1-200 through 1-241 of the Freedom of Information Act.

1-200 Definitions.

1-226 Meetings of government agencies to be public.

Bylaw adopted by the Board:

Committee of the Whole - 9131

The Bridgeport Board of Education shall act as a committee of the whole in final consideration of all matters.

Legal Reference: Connecticut General Statutes
 1-200 Definitions
 1-225 Meetings of government agencies to be public

Bylaw adopted by the Board:

Committees and Advisory Committees – 9132/9133

Standing Committees

As deemed necessary, the Bridgeport Board of Education may establish standing committees from among its membership to make recommendations for Board action. The following rules will govern the appointment and function of such committees which shall:

1. be established through action of the Board of Education;
2. have their members appointed by the Board Chairperson
3. be informed in writing at the time of committee formation of committee purpose, functions, and duties;
4. make recommendations for Board action, but it may not act for the Board except in those instances where authority to act has been specifically delegated to the committee by the Board;
5. be dissolved ~~at the end of the Board's year or~~ at any time by a vote of the Board.

The Board Chairperson and the Superintendent of Schools shall be ex-officio members of all standing committees.

Ad Hoc Committees

Ad hoc committees may be created for special assignments. The same rules shall apply to ~~special ad hoc~~ committees as apply to standing committees, except that they shall be dissolved immediately upon completion of an assignment. The Board Chairperson and the Superintendent of Schools shall be ex-officio members of all ad hoc committees.

Duties of the committee shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made to the Board of Education.

Committees as Public Entities

All Board of Education committee meetings are public meetings unless the committee is composed entirely of non-Board members and the Board successfully has petitioned the Freedom of Information Commission prior to the committee formation for such committee to be exempt from this requirement.

All committees of the Board of Education shall follow the provisions of the Freedom of Information Act as required by statute.

(cf. 9130 - Committees)

(cf. 9131 - Committees of the Whole)

(cf. 9121 - Boards of Education Officers)

Legal Reference: Connecticut General Statutes

1-200 through 1-241 Freedom of Information Act.

Bylaw adopted by the Board:

Code of Ethics – 9271

The success of every school system depends on an effective working relationship between the Board of Education and Superintendent of Schools. This code incorporates those standards and responsibilities most critical to productive Board and Superintendent relations.

- Boards members and Superintendents ensure the opportunity for high quality education for every student and make the well-being of students the **fundamental goal** of all decision-making and actions.
- Board members and Superintendents are **staunch advocates** of high ~~quality~~quality free public education for **all** Connecticut children.
- Board members and Superintendents **honor all** national, state and local laws and regulations pertaining to education and public agencies.
- Board members and Superintendents recognize that **clear** and **appropriate communications** are key to the successful operation of the school district.
- Board members and Superintendents will always carry out their respective roles with the highest levels of **professionalism**, honesty and **integrity**.
- Board members recognize that they represent the **entire** community and that they must ensure that **the** community remains fully informed on school-related matters.
- Superintendents and Board members recognize that the Superintendent serves as the Board of education's **agent** and will, in that role, **faithfully apply** the policies and contracts adopted by the Board.
- Board members adhere to the principle that they shall confine the Board's role to **policy-making, planning** and appraisal while the Superintendent shall **implement** the Board's policies.
- Board members and Superintendents both recognize that they serve as a part of an educational team with **mutual respect, trust, civility** and **regard** for each other's respective roles and responsibilities.
- Board members are committed to the concept that the strength of the Superintendent is in being the **educational leader** of the school district.
- Board members and Superintendents practice and promote **ethical behavior** in the **Boardroom** as a **model** for all district employees.
- Board members and Superintendents consider and decide all issues **fairly** and **without bias**.

(cf. 2000.1 - Board-Superintendent Relationship)

(cf. 2300 - Statement of Ethics for Administrators)

Bylaw adopted by the Board:

Bylaws of the Board

Code of Conduct on Data Use – 9272

As a guide to the appropriate use of data in the decision-making process, Board members should:

1. Request information and data that helps the Board members make better-informed decisions about policies affecting student achievement district-wide.
2. Request data for the purposes of Board business only. Any abuse of an information request will be brought to the Chair, as a Board, not as an individual.
3. Use data to represent all of the Board member's constituents honestly and equally and refuse to surrender the Board member's responsibilities to special interest or partisan political groups.
4. Avoid using the Board position, and the information data supplies as a result of Board membership, for personal gain.
5. Recognize that decisions can be made only by a majority vote at a Board meeting after everyone on the Board has had adequate time to review all the data and information.
6. Respect the confidentiality of privileged information.
7. Abide by majority decisions of the Board, while retaining the right to seek changes through ethical and constructive channels.

Bylaw adopted by the Board:

Bylaws of the Board

Civility Code – 9273

As a member of the Bridgeport Board of Education, I will strive to improve student achievement in public education, and to that end I will:

- Attend all Board meetings insofar as possible, review relevant information and become informed concerning the issues to be considered at those meetings;
- Recognize my responsibility as an agent of the State to seek the improvement of education throughout the State;
- Focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, ~~and~~ evaluation of the Superintendent, and approval of the budget;
- Ensure that all sides have a fair opportunity to present their respective positions;
- Recognize that a Board Member has no authority as an individual, and that decisions can only be made by a majority vote at a board meeting;
- Ensure that criticism of opposing viewpoints is expressed as criticism of a position, not a person when advocating for a belief or position;
- Arrive at conclusions only after discussing all aspects of the issue at hand with my fellow Board members in a meeting;
- Respect the opinions of others, and abide by each decision of the Board as a whole, regardless of my personal vote;
- Listen respectfully to those who communicate with the Board, seeking to understand their views, while recognizing my responsibility to represent the interests of the entire community;
- Strive for a positive working relationship with the Superintendent, respecting the superintendent's authority to advise the Board, implement Board policy, and administer the district;
- Recognize the importance of an effective governance team;
- Respect the rights of the minority while working toward the will of the majority, and recognize the importance of achieving consensus as an important tool in community- building;
- Work with other Board members to establish effective Board policies and to delegate authority for the administration of the schools to the superintendent;
- Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff by appropriate supervisors;
- Conduct all business in an open and transparent manner, consistent with the intent and spirit of the open meeting law requirements;
- Respect the confidentiality of information that is privileged under applicable law and refrain from unauthorized disclosure of matters discussed in executive session;

- Model civility to students, employees, and all elements of the community by encouraging the free expression of opinion by all Board members and engaging in respectful dialogue with fellow Board members on matters being considered by the Board.
- Present personal criticism of district operations or of any employee directly to the Superintendent;
- Understand the chain of command and refer problems or complaints to the proper administrative office while refraining from actions that could compromise my ability to act if the issue rises to the Board level;
- Take no private action that will compromise the Board and administration;
- Refrain from using the Board position for personal or partisan gain and avoid any conflict of interest or the appearance of impropriety;
- Be informed about the duties of School Board Members and current educational issues through professional development, such as programs sponsored by my state and National School Boards Associations;
- Remember always that my first and greatest concern must be the educational welfare of the students attending the Bridgeport Public Schools.

Sources:

CABE Model Policy

Virginia School Boards Association Code of Conduct for School Board Members

Texas Association of School Boards Ethics for Board Members

North Carolina School Boards Association Code of Ethics

Illinois Association of School Boards Code of Conduct

Hamden and Norwalk Board of Education Code of Ethics

Meeting Protocol

To ensure that the Board's meetings are conducted with maximum effectiveness and efficiency, members will:

- come to meetings adequately prepared;
- identify issues of concern before the meeting, whenever possible;
- circulate proposed motions and amendments, whenever possible, at least 48 hours before meeting;
- speak only when recognized;
- not interrupt each other during debate;
- not engage in disruptive and disrespectful side conversations;
- minimize unnecessary repetition;
- not monopolize the discussion;

- address the merits of the issue being discussed without appealing to the biases, prejudices and emotions of the audience;
- support the chair of the meeting's efforts to facilitate an orderly meeting;
- communicate openly and actively in discussion and dialog to avoid surprises;
- value equal participation of all members;
- practice respectful body language;
- listen actively when other members speak; and
- not surprise or embarrass each other or members of the staff.

(cf. 9005 - Statement of Integrity)
(cf. 9270 - Conflict of Interest)
(cf. 9271 - Code of Ethics)

Bylaw adopted by the Board:

DRAFT

The Bridgeport Board of Education supports proposed legislation, which will create new sources of revenue necessary to support fully funding the Education Cost Sharing Formula now and any increases and adjustments made to it in the future. Specifically, the proposed Bills in this session are: H.B. No. 5187 AN ACT ADJUSTING THE FISCAL GUARDRAILS; H.B. No. 5133 AN ACT INCREASING THE HIGHEST MARGINAL RATE OF THE PERSONAL INCOME TAX; S.B. No. 101 AN ACT ESTABLISHING A STATE-WIDE PROPERTY TAX ON CERTAIN RESIDENTIAL REAL PROPERTY; and, S.B. No. 104 AN ACT ESTABLISHING A CAPITAL GAINS SURCHARGE.